

REVISED

Health and Public Safety Committee of the Common Council October 28, 2021 at 7:00 PM Meeting Agenda Via Teleconference

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Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Deanna D'Amore at ddamore@norwalkct.org to provide written public comment prior to the meeting.

REVISED

**Health and Public Safety Committee of the Common Council
October 28, 2021 at 7:00 PM
Meeting Agenda
Via Teleconference**

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at www.norwalkct.org/meetings.

- I. Welcome and Roll Call
- II. Approval of the September 23, 2021 Meeting Minutes
- III. Public Participation
- IV. New Business

Action Items

Fire Department

1. Authorize the purchasing agent, Sharon Connors to issue a purchase order to Fitness Showroom Distribution, for the purchase, delivery, and set-up of fitness equipment at five fire stations (Bid # 4153) for the amount not to exceed \$52,752.85. \$47670.85 will be paid by the Assistance to Firefighters Grant program and the remainder \$5082 will be from account # _013120-5341.

Police Department

2a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply, accept and implement grant funds from the 2021 Bureau of Justice Assistance Bullet Proof Vest Partnership Grant in the amount of \$20,000.00.

2b. Authorize the Police Chief Thomas Kulhawik to execute any and all agreements, documents, instruments, and amendments thereto as may be necessary to implement the 2021 Bureau of Justice Assistance Bullet Proof Vest Partnership Grant, pursuant to funding.

Discussion Items

- 1. Fire Inspectors

- V. Old Business

Action Items

3a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the Department of Justice under the FY2018 Edward Byrne Memorial Justice Assistance Grant, in the amount of \$36,609.00.

3b. Authorize the Police Chief, Thomas E. Kulhawik, to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement all programs through the FY2018 Edward Byrne Memorial Justice Assistance Grant pursuant to such grant funding.

4a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the Department of Justice under the FY2020 Edward Byrne Memorial Justice Assistance Grant, in the amount of. \$33,741.00.

4b. Authorize the Police Chief, Thomas E. Kulhawik, to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement all programs through the FY2020 Edward Byrne Memorial Justice Assistance Grant pursuant to such grant funding.

Discussion Items

1. Police Update & Discussion
2. Fire Update & Discussion
3. Emergency Management Update & Discussion
4. Health Department Update & Discussion

**CITY OF NORWALK
HEALTH AND PUBLIC SAFETY COMMITTEE
SEPTEMBER 23, 2021
VIA TELECONFERENCE**

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at www.norwalkct.org/meetings.

ATTENDANCE: Nicholas Sacchinelli, Chair; Dominique Johnson; Thomas Keegan; Diana Revolus; Lisa Shanahan

STAFF: Deanna D'Amore, Director of Health; Michele DeLuca, Deputy Director Emergency Management; Gino Gatto, Fire Chief; Thomas Kulhawik, Police Chief; Robert Sirico, Chief Animal Control Officer; Brian Weeks, Epidemiologist

OTHERS: Daniella Arias and Margaret Watts, The Norwalk Partnership

I. WELCOME AND ROLL CALL

Mr. Sacchinelli called the meeting to order at 7:04 p.m. and called the Roll as indicated above.

II. APPROVAL OF THE JUNE 24, 2021 MEETING MINUTES

**** MS. SHANAHAN MOVED TO APPROVE THE MINUTES AS PRESENTED**

**** MOTION PASSED WITH ONE (1) ABSTENTION (MR. SACCHINELLI)**

III. PUBLIC PARTICIPATION

No members of the public wished to comment this evening.

IV. NEW BUSINESS

Action Items

Police Department

**** MS. REVOLUS MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY, ACCEPT AND IMPLEMENT GRANT FUNDS FROM THE STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION UNDER THE HIGHWAY SAFETY GRANT FOR DISTRACTED DRIVING HIGH VISIBILITY ENFORCEMENT PROGRAM, IN THE AMOUNT OF \$50,000.00**

AND TO AUTHORIZE THE POLICE CHIEF THOMAS KULHAWIK TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS AND AMENDMENTS THERETO AS MAY BE NECESSARY TO IMPLEMENT THE 2021 DISTRACTED DRIVING HIGH VISIBILITY ENFORCEMENT PROGRAM, PURSUANT TO SUCH GRANT FUNDING.

This is a 100% grant from the State. The Police Department has had great success with this program.

**** MOTION PASSED UNANIMOUSLY**

**** MR. KEEGAN MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY, ACCEPT AND IMPLEMENT GRANT FUNDS FROM FEMA UNDER THE 2021 PORT SECURITY GRANT.**

AND TO AUTHORIZE THE POLICE CHIEF THOMAS KULHAWIK TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS AND AMENDMENTS THERETO AS MAY BE NECESSARY TO IMPLEMENT THE 2021 PORT SECURITY GRANT, PURSUANT TO SUCH GRANT FUNDING.

This grant targets funding for the SCUBA team. The equipment gives them one of the leads in the area as far as dive capability.

**** MOTION PASSED UNANIMOUSLY**

**** MR. SACCHINELLI MOVED TO AUTHORIZE THE FIRE CHIEF GINO GATTO TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS AND AMENDMENTS THERETO AS MAY BE NECESSARY TO IMPLEMENT THE 2021 PORT SECURITY GRANT, PURSUANT TO SUCH GRANT FUNDING.**

**** MOTION PASSED UNANIMOUSLY**

Fire Department

**** MS. SHANAHAN MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ADOPT THE ‘WESTERN CT COUNCIL OF GOVERNMENTS (WESTCOG) MULTI-JURISDICTION HAZARD MITIGATION PLAN UPDATE 2021-2026’ AS PREPARED BY THE WESTCOG AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).**

Ms. DeLuca reviewed the item and explained that this is an item they do every year. This allows them to apply for mitigating funds when they become available. The current plan expires in December and this one will get them through 2026.

**** MOTION PASSED UNANIMOUSLY**

DISCUSSION ITEMS

1. Mental Health and Substance Use

Mr. Sacchinelli explained that Ms. D’Amore organized this presentation at Ms. Revolus’ request.

Ms. Arias and Ms. Watts gave a presentation outlining the services provided by The Norwalk Partnership, as well as pre-COVID and during COVID mental health statistics. It was noted that there is a lot of depression and suicide, resulting in a need to create a healthy environment. Ms. Watts talked about friendship benches that are staffed by volunteers. She said it is critical for the City to address the needs of high risk people.

Ms. D’Amore said there is a link to The Norwalk Partnership on the City’s website.

Ms. Revolus suggested getting digital signs and installing them in strategic areas. Ms. Johnson noted that the young people in the LGBTQ community suffer. She asked the members of the Community to reach out to her as the LGBTQ Common Council person. She noted that it is difficult for people in the Community to find health care.

Mr. Sacchinelli said he will share the documents with the members of the Common Council. He added that he will make contact with the representative at the SoNo Collection regarding suicide prevention. He suggested that everyone take advantage of suicide prevention training. It is available to everyone over the age of 16.

2. Coyotes

Mr. Sacchinelli explained that Mr. Keegan introduced this topic.

Mr. Keegan said that he had been seeing various neighborhood groups encountering wildlife and it seems that people do not know what to do in that situation. He said he had a conversation with the Animal Control Officer and it was an eye opener.

Mr. Sirico explained that coyote have always lived in Norwalk. He said that coyotes are curious and intelligent. There have been a lot of complaints about them, but he never had one try to attack a person; however, in the past one to two years, two small dogs were taken. The dogs were in their yard and ran over and initiated contact with the coyote.

It is not uncommon for coyote to be out during the day. They are an important part of our ecosystem. Without them, there would be an overabundance of rabbits, rats and deer. They also keep Canadian geese in check. By nature, coyote stare at people because they are curious; it is not a threat. Their comfort zone is about 20 – 30 feet from a person.

There are also bobcats and black bears in Norwalk and Fairfield County. Coyote are skittish and do not want to have conflict with a person. They look for smaller animals they can subside upon. The number one way to deal with a coyote is hazing it and making yourself as big and intimidating as possible. Make noise and back away; a coyote may watch, but will not go after a person. They do not look at people or pets as food sources; they are curious.

People and dogs are bit or injured by racoons more than by any other animal. They are very confident and will break into people's homes.

Mr. Sirico suggested people call 911 if there is an emergency and that call will get forwarded to his office.

Ms. Johnson asked if people should be more mindful about keeping their dogs on a leash. Mr. Sirico said that there are a lot of issues with people who allow their dogs off leash. He recommended keeping a dog on a leash. Coyote are very intelligent and curious. If it sees a dog and the owner is not very close, it will go over to the dog to see what it is. He added that it is important to stay outside with your dog. He said that it is important to have wildlife and an effort should be made to coexist with wildlife.

Ms. Revulus suggested adding this information to the walkability and educating people about what is growing and living here.

Mr. Keegan said he will follow up and ask Animal Control to provide handouts to people renewing their dog licenses. He said that Mr. McQuaid is in support of this.

Mr. Sacchinelli asked how to tell when there is something wrong with a coyote. Mr. Sirico said that it is normal for an animal to run away. For the most part, if it looks fairly clean, it is ok. He said Animal Control responds to concerns and tries to educate the public on how to coexist with wildlife.

Ms. Revolus asked if Animal Control offers teaching opportunities for youth. Mr. Sirico said that in the past he had opportunities to speak at the schools. They also do Q & A for Post Office workers. He said that it is good to explain to children the importance of nature; it is a good subject to pursue. He said he would be very interested in offering teaching opportunities for youth.

V. OLD BUSINESS

Discussion Items

1. Police Update & Discussion

Chief Kulhawik thanked Mr. Sirico. He said there has been a lot of talk about funding for the School Resource Officers. He said that he and the School District and the Mayor are committed to the School Resource Officer program. They are dealing with staffing shortages and are working on getting the staffing level back up.

On the COVID front, the Police Department is mostly back to normal. They do not have one person out with COVID.

Ms. Revolus gave a shout out to the School Resource Officers, especially Officer Cornell. She asked about Officer engagement with the community. Chief Kulhawik said the use of force simulator has been installed and they are just starting to roll out officer training. He said he plans to invite Common Council members to experience the simulator.

Chief Kulhawik highlighted various Officer engagement events, including backpack distribution and the National Night Out event. He said that as COVID is getting better, they will start more personal contact.

2. Fire Update & Discussion

Chief Gatto reported that during the month of August, the Fire Department responded to 717 calls, which comes to 23.1 calls a day. The Fire Marshall's office made 140 inspections and sent out 93 notifications. The Fire Marshall's office brought in \$2,429.

During the month of August, there were seven positive cases of COVID. All were able to return to work and there are no cases at this time.

During the month of August, the Fire Department finished the first group of interviews and gave 12 conditional offers of employment. By the end of October, they will interview for the February Fire Academy class.

Chief Gatto announced that Assistant Chief Basso will retire on October 2nd.

Mr. Sacchinelli asked if there were any issues with fireworks this year. Chief Gatto said there were no incidents related to fireworks this year.

3. Emergency Management Update & Discussion

Ms. DeLuca reported that since the last meeting, there were three hurricanes: Elsa, Henri and Ida. Ida caused the most residential damage. Everything was sent to the State and Ms. DeLuca said she is hopeful that some assistance will be provided to the residents. Hurricane season runs to November 30th.

Ms. Shanahan said that she and Mr. Livingston will follow up with Ms. DeLuca regarding several streets in their district that experienced extensive damage from flooding.

Ms. Revolus asked how much of the flooding is caused by land misplacement. Ms. DeLuca explained that you lose some of the sponge when a large home replaces a smaller home. In addition, there has been an unprecedented amount of rainfall. Ms. DeLuca said she can ask for a better explanation from the Public Works department.

4. Health Department Update & Discussion

Ms. D'Amore said that flu clinic information is available on their website. COVID vaccine clinics will continue in the community. Over the summer, the Health Department held over 100 COVID vaccine mobile clinics.

Mr. Weeks shared his screen and gave an overview of the COVID statistics for the last seven days. He said that Delta is the predominant variant. Hospitalizations for the entire state have been on the decline. The availability of the vaccine and the mask mandate has been helpful. While there are decreases, there is a decent amount of activity in the State. The COVID vaccine is one of the best tools to mitigate the risk of transmitting the virus.

Mr. Weeks reported that 67.37% of Norwalk residents are fully vaccinated against COVID. He suggested that everyone check out the weekly COVID report that comes out each Friday.

Mr. Weeks reported that Norwalk has nine West Nile positive pools. The flu season is starting. Connecticut is at the lowest category as far as flu activity.

Ms. Shanahan asked if there were any other variants to worry about. Mr. Weeks said that Delta is running the show. Variants are produced all the time and the more people get sick, the more variants can develop. Delta is more transmittable than the others; nothing is as transmittable. However, people still need to be very concerned about variants.

Ms. Revolus emphasized nutrition and said that diets need to be discussed.

**** MS. REVOLUS MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 9:27 p.m.

Respectfully submitted,

Rosemarie Lombardi
Telesco Secretarial Services

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 07/28/2021



albert Bassett
NORWALK, CITY OF
125 EAST AVENUE
NORWALK, CT 06856

EMW-2020-FG-18756

Dear albert Bassett,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$50,818.18 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$5,081.82 for a total approved budget of \$55,900.00. Please see the FY 2020 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2020 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher Logan", with a stylized flourish at the end.

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2020 Assistance to Firefighters Grant

Recipient: NORWALK, CITY OF

DUNS number: 075410415

Award number: EMW-2020-FG-18756

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Fiscal Year (FY) 2020 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$55,900.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$50,818.18
Non-federal	\$5,081.82
Total	\$55,900.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2020 AFG NOFO.

Approved request details:

Wellness and fitness programs

Exercise Equipment

DESCRIPTION

C900 Elliptical will provide a low impact core workout. This machine will allow for a better cardio and flexibility workout for the firefighters starting the program.

QUANTITY	UNIT PRICE	TOTAL
2	\$5,000.00	\$10,000.00

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

Price from \$7,250.00 to \$5,000.00

JUSTIFICATION

This reduction is because the cost you requested for Ellipticals exceeds the average price range calculated from market research and prior awards for the same item.

Exercise Equipment

DESCRIPTION

True Envision 16 Treadmills. The treadmills will be assigned to each station for the firefighters to complete the fitness trainer's assigned cardio training. They will also be used in coordination with SCBA conditioning at the company level as assigned by the trainer.

QUANTITY	UNIT PRICE	TOTAL
5	\$5,000.00	\$25,000.00

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

Price from **\$10,500.00** to **\$5,000.00**

JUSTIFICATION

This reduction is because the cost you requested for Treadmills exceeds the average price range calculated from market research and prior awards for the same item.

Exercise Equipment

DESCRIPTION

Jacobs Ladders will provide a cardio workout while the firefighter works on balance and stability during ladder climbing. The trainer will use the device to rehabilitate injured members with turnout gear and SCBA donned.

QUANTITY	UNIT PRICE	TOTAL
2	\$5,250.00	\$10,500.00

BUDGET CLASS

Equipment

Exercise Equipment

DESCRIPTION

CRW800 Rower will provide a core cardio workout and will assist with the firefighter's flexibility.

QUANTITY	UNIT PRICE	TOTAL
2	\$1,950.00	\$3,900.00

BUDGET CLASS

Equipment

Exercise Equipment

DESCRIPTION

Southampton Trainer will be used for strength training. The machine will assist in increasing the firefighters endurance and teach proper joint motions. This unit will is compact and will reduce the number of free weights needed for strength training

QUANTITY	UNIT PRICE	TOTAL
2	\$3,250.00	\$6,500.00

BUDGET CLASS

Equipment

Agreement Articles

Program: Fiscal Year 2020 Assistance to Firefighters Grant

Recipient: NORWALK, CITY OF

DUNS number: 075410415

Award number: EMW-2020-FG-18756

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10**Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11**Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12**Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13**Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 20	Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)
Article 21	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 22	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 23	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 24	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 26	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 27	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 28	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 29	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30	Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 31	Reporting Subawards and Executive Compensation Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
Article 32	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 33	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 34	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 36	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.
Article 37	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 38	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
Article 39	Acceptance of Post Award Changes In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
Article 40	Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41**Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process.

This review does not address all federal, state, and local requirements.

Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

<https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2020-FG-18756	2. Amendment No. N/A	3. Recipient No. 066011881	4. Type of Action AWARD	5. Control No. WX00641N2021T
6. Recipient Name and Address NORWALK, CITY OF 125 E AVE NORWALK, CT 06851	7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742	
9. Name of Recipient Project Officer albert Bassett	9a. Phone No. 2039528364	10. Name of FEMA Project Coordinator Assistance to Firefighters Grants Grant Program		10a. Phone No. 1-866-274-0960
11. Effective Date of This Action 07/28/2021	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 08/04/2021 to 08/03/2023 Budget Period 08/04/2021 to 08/03/2023	

15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2021-F0-GB01 - P410-xxxx-4101-D	\$0.00	\$50,818.18	\$50,818.18	\$5,081.82
Totals			\$0.00	\$50,818.18	\$50,818.18	\$5,081.82
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)					DATE	
18. FEMA SIGNATORY OFFICIAL (Name and Title) Christopher Logan, Acting Assistant Administrator Grant Programs Directorate					DATE 07/28/2021	



FITNESS SHOWROOMS DISTRIBUTION
70A OVEROCKER ROAD
POUGHKEEPSIE NY 12603
845 486-4600

Sales Quote

88249112

Estimated Date

Document Date

As Soon As Possible

08/30/21

Sold To

NORWALK FIRE DEPARTMENT
121 CONNECTICUT AVE
NORWALK, CT 06851
Home: 201 926-5598
Work: 203 854-0236

Ship To

NORWALK FIRE DEPARTMENT
121 CONNECTICUT AVE
NORWALK, CT 06851

	Terms	Salesperson	Customer #	Store
	No Terms	NR	4453333	88
Printed: 09/08/21 04:23PM				
D - Delivery				
Ln#	Model/Brand/Description	Order	Price	Amount

1	D Model: CT900 Brand: SPRT SPIRIT CT900 TREADMILL	5	\$7,599.00 \$4,939.35	\$24,696.75
2	D Model: CE900 Brand: SPRT CE900 ELLIPTICAL	2	\$6,399.00 \$4,159.35	\$8,318.70
3	D Model: BS017 Brand: HUDST HUDSON SOUTHAMPTON TRAINER	2	\$3,499.00 \$2,274.35	\$4,548.70
4	D Model: CRW800 Brand: SPRT CRW800 ROWER	2	\$1,999.00 \$1,299.35	\$2,598.70
5	D Model: QMAINTENANCE Brand: FITSH QUARTERLY MAINTENANCE FREE QUARTERLY MAINTENANCE VISITS AT ALL 5 LOCATIONS ON NEW AND EXISTING UNITS THE FIRST THREE YEARS OF OWNERSHIP	3	\$0.00	\$0.00
6	D Model: REMOVAL Brand: FITSH REMOVAL SERVICE FREE REMOVAL OF EXISTING UNITS - \$595.00 VALUE OER UNIT REMOVED	1	\$0.00	\$0.00
7	D Model: MISC Brand: FITSH MISCELLANEOUS PRODUCT JACOBS LADDER X	2	\$4,795.00	\$9,590.00

Thank You for your business. Have a Great Day!

patty <pmandel@fitnessshowrooms.com>

9/7/2021 10:55 AM

Re: Client relocation - Closing Monday 9/13

To design@gmail.com <design@gmail.com> Blind copy pmandel@fitnessshowrooms.com

Hello,

Please provide the manufacturer, model number, pick up town, delivery town, floor the unit is on and floor the unit is going to.

Patty Mandel
Vice President of Corporate Services
Award Winning Client Services Team;
Commercial Account Manager for Special Services
Fitness Showrooms
Available via TEXT 917-589-4910
1.877.348.4966
Please visit our website at:
www.fitnessshowrooms.com

Confidentiality Notice: This email transmission is intended solely for the parties to whom it has been specifically addressed. Use or dissemination of this information by parties other than those specified in the "to" section of this email is strictly prohibited. If you have received this email in error, do not print or copy it or any attachments hereto. Immediately delete it in its entirety and notify me at pmandel@fitnessshowrooms.com

On September 7, 2021 10:51 AM clientservices <clientservices@fitnessshowrooms.com> wrote:

Hi Patty,
Matt Lagrassa would like some information on relocation into a POD.
They are closing on there house on Monday 9/13. Her contact info is below:

631-553-0994



FITNESS SHOWROOMS DISTRIBUTION
70A OVEROCKER ROAD
POUGHKEEPSIE NY 12603
845 486-4600

Sales Quote

88249112

Estimated Date

Document Date

As Soon As Possible

08/30/21

Sold To

NORWALK FIRE DEPARTMENT
121 CONNECTICUT AVE
NORWALK, CT 06851
Home: 201 926-5598
Work: 203 854-0236

Ship To

NORWALK FIRE DEPARTMENT
121 CONNECTICUT AVE
NORWALK, CT 06851

	Terms	Salesperson	Customer #	Store
	No Terms	NR	4453333	88
Printed: 09/08/21 04:23PM				
D - Delivery				

Merchandise:	\$49,752.85
Delivery Charge:	\$3,000.00
Total Sales Quote:	\$52,752.85

Thank You for your business. Have a Great Day!

lagrassamasonryanddesign@gmail.com

Best,

April Brooks

Preferred Client Account Manager

**Available via text or call
NY/NJ/CT 917-589-0150**

Key Locations:

World Flagship: 134 West 26th Street New York, NY 10001 (212-929-2950)

Corporate Headquarters: 70 A Overocker Rd. Poughkeepsie, NY 12601 (1-877-348-4966)

Washington DC Metro Superstores:

5544 Nicholson Lane Rockville, MD 20852 (301-770-6200)

11029 Lee Highway Fairfax, VA 22030 (703-383-9200)

Please visit our website at:

www.fitnessshowrooms.com

Delivery Addresses:

90 New Canaan Ave (basement)

- SPIRIT CE900 ELLIPTICAL
- JACOBS LADDER X
- SPIRIT CRW800 ROWER
- HUDSON STEEL SOUTHAMPTON FUNCTIONAL TRAINER
- SPIRIT CT900 TREADMILL

121 Connecticut Ave (1st and 2nd floors)

- SPIRIT CE900 ELLIPTICAL
- JACOBS LADDER X
- SPIRIT CT900 TREADMILL

23 Meadow St (2nd floor)

- HUDSON STEEL SOUTHAMPTON FUNCTIONAL TRAINER
- SPIRIT CT900 TREADMILL

56 Van Zant St (ground floor)

- SPIRIT CT900 TREADMILL

180 Westport Ave (basement)

- SPIRIT CT900 TREADMILL
- SPIRIT CRW800 ROWER



**SEALED BIDS MUST BE RECEIVED BY THE OFFICE OF THE PURCHASING AGENT, 125 EAST AVENUE NORWALK, CT 06856
BY THE DATE AND TIME OF BID OPENING**

PROJECT NUMBER:	4153
REQUESTING DEPARTMENT:	Norwalk Fire Department
DATE OF BID ISSUANCE:	09/03/2021
TITLE OF BID:	Fitness Equipment for Five Fire Stations
ELECTRONIC SUBMISSION DEADLINE:	2:00 PM 09/21/2021
HARD COPY SUBMISSION DEADLINE:	2:00 PM 09/23/2021
MANDATORY WALKTHROUGH:	YES () NO ()
DATE, TIME AND LOCATION OF WALKTHROUGH	N/A
TIME/DATE OF BID OPENING:	2:00 PM 09/23/2021
BID DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED:	YES () NO (X)

ALL TERMS AND CONDITIONS, SPECIFICATIONS AND BID FORMS ARE ATTACHED HERETO.

NOTE: THE FOLLOWING DOCUMENTS WILL BE REQUIRED FOR A BID TO BE COMPLIANT

- 1. BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM**
- 2. BID FORMS, INCLUDING PRICING SHEETS AND ADDENDA ACKNOWLEDGMENT FORMS (ONE ORIGINAL PLUS TWO (2) COPIES)**
- 3. EXCEPTIONS (IF ANY)**

BIDDER'S INFORMATION AND ACKNOWLEDGMENT FORM

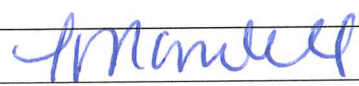
Bidder's Name

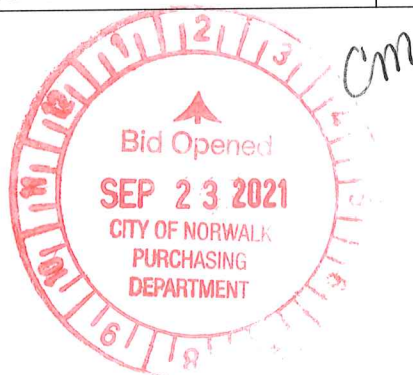
Fitness Showrooms of LT		
Street Address		
70A Overocker Rd		
Poughkeepsie NY 12603		
City	State	Zip

Business Telephone:

877-348-4466

Email Address: pmandela@fitnessshowrooms.com
--

Printed Name and Title of Individual Submitting Bid	
Patty Mandel - VP of Corporate Services	
The undersigned acknowledges that the terms, conditions and specifications of this bid are understood and unconditionally accepted.	
	9/7/21
Signature	Date



1.1 RESPONSE FORM – BID #4153 Fitness Equipment for Five Fire Stations

Vendor Name - Fitness Showrooms of LI		
Address - 70A Overlook Rd, Patchogue, NY 12603		
Phone - 877-348-4966	Fax - 866-660-9066	Email - pmandel@fitnessshowrooms.com
Manager -		Fed ID# 11-3359999

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied himself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

The undersigned further agrees, in case of variations of quantities from those shown or specified, the following unit prices will be used in adjusting the contract price. If quantities are authorized by the City, the following amount will be added to the contract as required. Unless otherwise noted, each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved.

It is further understood and agreed that all the information included in, and attached to, or required by the Request for Bid shall become public record upon delivery to the City.

The following unit prices shall apply to this project:

- NOTE: See Section 2 -Project Specifications/Scope of Work for the requested specific fitness equipment for each site. Complete this Section 1 if you are bidding for all of the specified equipment.**

Delivery and set-up shall be included in cost for each site.

	SITE	COST
A.	90 New Canaan Ave (basement)	\$
B.	121 Connecticut Ave (1 st and 2 nd floors)	\$
C.	23 Meadow St (2 nd floor)	\$
D.	56 Van Zant St (ground floor)	\$
E.	180 Westport Ave (basement)	\$
F.	Total Lump Sum (A thru E)	\$ 52,752.85
Total Lump Sum in Words:		Price includes all equipment + Set up

Alternate - 1	Five (5) year extended maintenance contract	\$ 1st 3yrs free on new + existing units
---------------	---	--

2. Complete this Section 2 if you are bidding only by specified manufacturer, model, equipment, and required quantity:

BRAND	MODEL	EQUIPMENT	QTY	UNIT PRICE	EXTENDED PRICE
SPIRIT	CT900	Treadmill	5	\$7,599 -	\$49,399.35
SPIRIT	CE900	Elliptical	2	\$6,399 -	\$12,798.35
SPIRIT	CRW800	Rower	2	\$1,999 -	\$3,998.35

Alternate - 2	SPIRIT-Five (5) year extended maintenance contract	1st 3 yrs free on new + existing units
---------------	--	--

BRAND	MODEL	EQUIPMENT	QTY	UNIT PRICE	EXTENDED PRICE
Hudson Steel	BS017	South Hampton Functional Trainer	2	\$3499 -	\$6,998.35

Alternate - 3	HUDSON STEEL-Five (5) year extended maintenance contract	1st 3 yrs free on new + existing units
---------------	--	--

BRAND	MODEL	EQUIPMENT	QTY	UNIT PRICE	EXTENDED PRICE
Jacobs Ladder	Jacobs-Ladder-X	Jacobs Ladder X	2	\$499 -	\$998.35

Alternate - 4	JACOBS LADDER-Five (5) year extended maintenance contract	\$ 1st 3 yrs free on new and existing units
---------------	---	---

3. REQUIRED: Delivery and Installation Information

Delivery: Number of calendar days after receipt of order 7-10 business days

Installation/Set-Up: Number of calendar days after delivery Installation + Set up is same day as delivery

Warranties - Include any and all warranty information with your offer -

Free maintenance package on new and existing units
1st year of Ownership

Service:

Service and Parts Department Coverage: Please indicate the days and hours open and list holidays this department is closed: Closed major Holidays open all rest

Response time to call if equipment needs to be fixed. Number of days before someone comes out to fix the issue from date of call 2-3 business day

How many technicians do you have for our area 5-6?

Attach any additional information that demonstrates your qualification for this work including appropriate certifications.

Is there someone local to come out and fix the equipment? How many miles (estimate) from firehouse(s) 20 miles

Do you offer a scheduled maintenance program where you can service the equipment? If yes, how long would it be for? What would be in scope and what would be out of scope?

I am offering free Quarterly maintenance
packages at all 5 locations the first 3
years of ownership

Warranty: Parts 3/5 years months, Labor 3 years months

(Attach statement detailing coverage for parts and labor (Note Section 3.22)).



Commercial

CT900 TREADMILL

Robust construction and commercial-grade components make the CT900 Treadmill the standard for any treadmill to measure against.

- Premium, ultra-bright blue LED display
- Polyurethane shock absorbers ensure just the right amount of cushioning
- Roomy 22" x 62" workout surface for a comfortable workout
- Industrial, 5.0 horsepower AC drive system provides power and longevity

Find a Dealer (<https://www.spiritfitness.com/locator>)



FITNESS SHOWROOMS SERVICE AND DELIVERY REPORT

WWW.FITNESSSHOWROOMS.COM

DELIVERY DATE: 8/16/21 TECHNICIAN: Nick

ORDER NUMBER: 88247637

NAME: Rob AFRICK

ADDRESS: 13 Alfred Lane, Stamford CT, 06902

CONTACT PHONE NUMBERS: 203-921-9962

CONTACT EMAIL: —

MAKE/MODEL #: True ES700 rec bike. / True Console

SERIAL NUMBER: 20-RES700415H / 204174156

FURTHER ACTION REQUIRED: incorrect

Unit has 9v needs 12v, will
Ship new battery pack to client.

Tension 2 high

Do you have and were you shown your Fitness Showrooms sticker for service calls and questions? ☐ Yes ☐ No

I acknowledge receipt of my order and understand all sales are final on delivered and installed merchandise. Fitness Showrooms will repair malfunctions diagnosed during the warranty term which runs from your date of installation listed above and subject to your manufacturer warranty. Fitness Showrooms as seller and service provider reserves the right to repair or replace at the sole discretion of the manufacturer listed above. Some conditions should be considered normal operation of your fitness equipment such as sounds, intermittent heart rate readouts, software updates etc. which vary from unit to unit. All service warranties extend to labor and parts on manufacturer defects only excluding normal wear and tear and product misuse. Fitness Showrooms of Long Island, Inc. will not be responsible if parts become unavailable or discontinued. Customers are responsible to measure the location of the home or facility they are intending to have equipment installed. Crews will determine any location in home or facility to setup product if desired area is unavailable at time of delivery. Minor knicks, scuffs, and scratches, to walls and floors during delivery is not the responsibility of Fitness Showrooms. Customer is responsible to cover delicate surfaces and areas and have ingress/egress clear for delivery crews. For any questions please call us at the number listed above as we are here to help and thank you for your business.

Please contact us directly for anything you need:

Fitness Showrooms Corporate Center:

114 Smith Street, Poughkeepsie, NY 12601

Phone 877-FIT-GYMM • email: info@fitnessshowrooms.com

CUSTOMER SIGNATURE [Signature]

DATE 8/16/21

SPECIFICATIONS

Console:	Premium, ultra-bright blue LED display with built in fan, integrated reading rack with C-Safe port
Console Feedback:	Time, Distance, Speed, Elevation, Calories, Pace, Avg. Pace, Altitude, Laps, Segment Time, Avg. Heart Rate, and Heart Rate
Programs:	Manual, hill, 5K, HR, fat burn, cardio, HIIT, interval, fitness tests (Gerkin, WFI, Army PFT, Navy PRT, Air Force, Marine PRT, Physical Therapy PEB, Coast Guard, Chester)
Heart Rate:	Contact & Telemetric (Chest strap sold separately)
Speed:	0.5 - 12 mph
Incline:	0 - 15%
Drive Motor:	5.0 HP AC Drive System
Power:	120 Volts (NEMA 5-20P Electrical cord); 20 Amp Circuit recommended
Deck:	1" Phenolic, Double-Sided, Wax-Coated
Belt:	22" x 62", Habasit® Commercial, Multi-Ply
Rollers:	3.0"
Cushioning:	6 cushions evenly distributed throughout the unit ensure a comfortable experience.
Frame:	Epoxy hybrid, double powder coated, heavy gauge high strength steel
Dimensions:	84" x 35" x 60"
Product Weight:	473 lbs.
Maximum User Weight:	450 lbs.

COMMERCIAL WARRANTY

(All Facilities)

Frame:	Lifetime
Motor:	10 Years
Deck:	3 Years
Parts:	3 Years
Labor:	3 Years

Customer Service

Product Support

Dealers

About

My Account

Legal

Contact Us

(<https://www.spirifitness.com/pub/media/customer/contact-us>)

FAQ

(<https://www.spirifitness.com/pub/media/customer/faq>)

Shipping & Returns

(<https://www.spirifitness.com/pub/media/customer/shipping-returns>)

Owners Manuals

(<https://www.spirifitness.com/pub/media/customer/manuals>)

Warranty

(<https://www.spirifitness.com/pub/media/customer/warranty>)

Compliance Policies

(<https://www.spirifitness.com/pub/media/customer/compliance-policies>)

US Store Locator

(<https://www.spirifitness.com/pub/media/customer/us-store-locator>)

International Dealers

(<https://www.spirifitness.com/pub/media/customer/international-dealers>)

Dealer Portal

(<https://www.spirifitness.com/pub/media/customer/dealer-portal>)

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(<https://www.spirifitness.com/pub/media/customer/our-story>)

Residential Fitness

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Commercial Fitness

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Career Opportunities

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Career Opportunities

(<https://www.spirifitness.com/pub/media/customer/career-opportunities>)



FITNESS SHOWROOMS SERVICE AND DELIVERY REPORT

WWW.FITNESSSHOWROOMS.COM

DELIVERY DATE:

08/18/21

TECHNICIAN:

Rafael L

ORDER NUMBER:

88246557

NAME:

ROCCO Buffalino

ADDRESS:

153 Bennett Ave, apt 1C

NEW YORK, NY 10040

CONTACT PHONE NUMBERS:

516-581-3550

CONTACT EMAIL:

MAKE/MODEL #:

Hue ES 900

SERIAL NUMBER:

20-RES9001705

FURTHER ACTION REQUIRED:

BOTH covers replaced

with

OK

Do you have and were you shown your Fitness Showrooms sticker for service calls and questions? ☒ Yes ☐ No

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Please contact us directly for anything you need:

Fitness Showrooms Corporate Center:

114 Smith Street, Poughkeepsie, NY 12601

Phone 877-FIT-GYMM • email: info@fitnessshowrooms.com

CUSTOMER SIGNATURE

DATE

8/18/21



Commercial

CE900 ELLIPTICAL

Workout comfort and performance were top of mind when the CE900 Elliptical was developed. Owner's can feel secure they made a solid investment in their users' experience.

- 30 lbs. flywheel with a 12:1 pedal to flywheel ratio creates the perfect balance for a smooth stride
- Extra wide, 12 groove poly-v belt with roller bearing tensioner for long product life
- 21" stride length with exclusive 2-degree pedal inversion to assure comfortable motion
- Industrial grade 72mm roller bearings for long life and added reliability

Find a Dealer (<https://www.spiritfitness.com/locator>)

Reference: GEN.CSSTATUS.PRE

--- Fitness Showroom ---
STATUS REPORT

09:56:37 08/18/21
Page: 1

Bill-to Id	Order No	Bill To Name	Order Date	erial Number	Prob Order Comments
96243219	88246094	STEVEN NEUGEBOREN	07/27/2021	WAR	LFC 8/17 TRANSFERRED ✓
96216171	96236891	ERIC CHAPMAN	04/20/2021	WAR	LFC 4/29 TASK# 95694913
92243856	98244904	ASTLEY DAVY	07/14/2021	WAR	LFC 8/17 TRANSFERRED
11223597	88226951	SANFORD ROBBINS	01/12/2021	WAR	LFC 1/25 TASK # 95598885
29211301	88239750	JOHN JAME	05/20/2021	WAR	LFC 8/6 TASK # 95886265
22220450	88239765	SUSAN GLASER	05/20/2021	WAR	LFC 8/16 TASK# 95896344
96243219	98239601	WILLIAM DEERAKIS	05/19/2021	WAR	LFC 8/17 TRANSFERRED
96220334	98242155	WILLIAM NOOTER	06/15/2021	WAR	LFC 6/30 TASK# 95832250
96220069	98247020	MARVIN ROGUL	08/06/2021	WAR	LFC 8/16 TASK# 95896341
92235691	98247048	DUANE CARNATHAN	08/06/2021	WAR	LFC 8/16 TASK# 95901130
66228798	88231198	GLEN SMITH	02/22/2021	WAR	LFC 4/12 TASK# 95715162
33242906	88246034	BRUCE RUBIN	07/26/2021	WAR	LFC 8/13 TASK# 95901297
55225866	88246669	HORATCH ZOKIAN	08/02/2021	WAR	LFC 8/17 TASK# 95901144
55246771	88247522	FRED EHRLICH	08/12/2021	WAR	LFC 8/16 TASK# 95901113
11219374	88244539	KEVIN MCGEE	07/12/2021	WAR	LFC 8/17 TRANSFERRED
22231773	88245724	DAN BURKE	07/23/2021	WAR	LFC 8/16 TASK# 95901113
29216903	88246915	JUDY SCHONFELD	08/05/2021	WAR	LFC 8/17 TRANSFERRED
88229911	88247338	ROBERT TORNELLO	08/10/2021	WAR	LFC 8/13 PEM TASK REQUEST ✓

Prescription vol unit

SPECIFICATIONS

Console:	Premium ultra-bright blue LED display with built in fan, integrated reading rack with C-safe port and power port for TV remote, heart rate graph bar
Console Feedback:	Watts, Time Elapsed, Calories, Distance, METs, Time Remaining, Calories/Hour, Strides, Pulse
Programs:	Manual, Hill, Fat Burn, HR, HIIT, Cardio, Interval, Watts, Strength
Heart Rate:	Contact & Telemetric, (Heart Rate Strap Not Included)
Resistance:	40 Levels
Foot Pedals:	Oversized w/ 2-Degree Inversion
Drive Train:	12 Groove Poly-V Belt w/Self-Tensioner
Power:	Self-Generating
Flywheel System:	30 lbs. with 12:1 pedal to flywheel ratio
Stride Length:	21"
Frame:	Epoxy Hybrid, Double Powder Coated Heavy Gauge High Strength Steel
Dimensions:	77 X 32 X 67 in
Product Weight:	396 lbs.
Maximum User Weight:	450 lbs.

COMMERCIAL WARRANTY

(All Facilities)	
Frame:	Lifetime
Brake:	5 Years
Parts:	3 Years
Labor:	3 Years

Customer Service	Product Support	Dealers	About	My Account	Legal
Contact Us (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/customer-service-us)	Owners Manuals (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/owners-manuals)	US Store Locator (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/us-store-locator)	Our Story (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/our-story)	Login (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/login)	Privacy Policy (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/privacy-policy)
FAQ (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/faq)	Warranty (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/warranty)	International Dealers (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/international-dealers)	Residential Fitness (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/residential-fitness)	Create Account (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/create-account)	Customer Account (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/customer-account)
Shipping & Returns (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/shipping-returns)	Compliance Policies (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/compliance-policies)	Dealer Portal (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/dealer-portal)	Commercial Fitness (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/commercial-fitness)	Dealer Portal (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/dealer-portal)	Terms & Conditions (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/terms-conditions)
			Career Opportunities (https://www.spiritfitness.com/pub/media/view/spiritfitness.com/publications/career-opportunities)		

Reference: GEN.CSSTATUTS.PRE

--- Fitness Showroom ---
STATUS REPORT

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Page: 1

Bill-to Id	Order No	Bill To Name	Order Date	erial Number	Prob	Order Comments
92207782	98243425	STEVEN KLEIN	06/29/2021	WAR	JR	SPC 8/16 PAYMENT PENDING
96150761	98246320	JENNIFER SCHERER	07/29/2021	WAR	JR	SPC 8/16 PAYMENT PENDING
55225784	88232385	JOHN BEIRNE	03/04/2021	WAR	MC	SPC 7/19 CLAIM COMPLETED
22230613	88234166	ALEXA ARMENTI	03/22/2021	WAR	MC	SPC 8/2 CLAIM COMPLETED
11236303	88236831	HENRY NIEUCHOWICZ	04/19/2021	WAR	MC	SPC 6/14 PAYMENT PENDING
29240516	88242614	JOHN D'ANGELO	06/21/2021	WAR	MM	SPC 7/19 CLAIM COMPLETED
55240884	88243683	STEVEN ASDOORIAN	07/01/2021	WAR	MC	SPC 8/16 PAYMENT PENDING
66232964	88236390	JENNIFER WILLIAMSON	04/14/2021	WAR	NP	SPC 5/27 PAYMENT PENDING
88238199	88243499	DIRECTIONS FOR OUR Y	06/30/2021	WAR	NP	SPC 8/6 CLAIM COMPLETED
55204530	88244571	STEPHANIE SODA	07/12/2021	WAR	NW	SPC 8/16 PAYMENT PENDING
29241296	88245266	JUSTINE GIOVACCO	07/19/2021	WAR	RR	SPC 8/16 PAYMENT PENDING
88186986	88245883	1330 First Avenue	07/26/2021	WAR	RR	SPC 8/16 PAYMENT PENDING
29219646	88233124	THERESA SAKS	03/11/2021	WAR	SL	SPC 7/27 PAYMENT PENDING
22226754	88236574	BRAD HARMON	04/16/2021	WAR	SL	SPC 7/27 PAYMENT PENDING

All Completed / updated

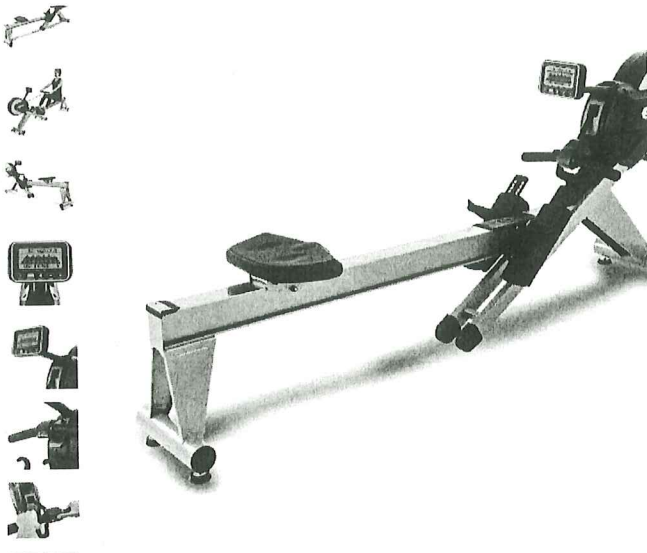
Commercial

CRW800 ROWER

The CRW800 Rower combines a long list of high-performance features with a reliable design to provide an unparalleled full-body workout.

- Air and magnetic resistance (16 levels) for smooth and consistent operation
- Built-in generator, no plug required
- Wireless remote handle controls allow quick changes to resistance
- Fold-up frame design for easy storage
- Commercial grade handle strap is both smooth and reliable

Find a Dealer (<https://www.spiritfitness.com/locator>)



Reference: GEN.CSSSTATUS.PRE

-- Fitness Showroom --
STATUS REPORT

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Page: 1

Bill-to Id	Order No	Bill To Name	Order Date	Serial Number	Prob	Order Comments
92207782	98243425	STEVEN KLEIN	06/29/2021	JR	SPC	8/16 PAYMENT PENDING
96150761	98246320	JENNIFER SCHERER	07/29/2021	JR	SPC	8/16 PAYMENT PENDING
55225784	88232385	JOHN BEIRNE	03/04/2021	MC	SPC	7/19 CLAIM COMPLETED
22230613	88234166	ALEXA ARMENTI	03/22/2021	MC	SPC	8/2 CLAIM COMPLETED
11236303	88236831	HENRY NIEUCHOWICZ	04/19/2021	MC	SPC	6/14 PAYMENT PENDING
29240516	88242614	JOHN D'ANGELO	06/21/2021	MM	SPC	7/19 CLAIM COMPLETED
55240884	88243683	STEVEN ASDOORIAN	07/01/2021	MC	SPC	8/16 PAYMENT PENDING
66232964	88236390	JENNIFER WILLIAMSON	04/14/2021	NP	SPC	5/27 PAYMENT PENDING
88238199	88243499	DIRECTIONS FOR OUR Y	06/30/2021	NP	SPC	8/6 CLAIM COMPLETED
77220495	88242619	SHARON CHOI	06/21/2021	NW	SPC	8/19 TRANSFERRED
53204530	88244571	STEPHANIE SODA	07/12/2021	NW	SPC	8/16 PAYMENT PENDING
29241296	88245266	JUSTINE CIOVACCO	07/19/2021	RR	SPC	8/16 PAYMENT PENDING
88186986	88245883	1330 First Avenue	07/26/2021	RR	SPC	8/16 PAYMENT PENDING
29219646	88233124	THERESA SAKS	03/11/2021	SL	SPC	7/27 PAYMENT PENDING
22226754	88236574	BRAD HARMON	04/16/2021	SL	SPC	7/27 PAYMENT PENDING

SPECIFICATIONS

Console:	5.5" LCD, adjustable console angle and console arm
Programs:	Manual, Distance, Time, Calories, 20/10 Interval, 10/20 Interval, Custom Interval, Fat Burn, Cardio, Strength, Game
Heart Rate:	Telemetric compatible (Chest strap sold separately)
Resistance:	Air and Magnetic (16 Levels)
Power:	Self generating, 2 C batteries required (not included)
Seat:	Contoured and Padded
Footrests:	Flex pedals with numbered settings
Frame:	High-Strength Steel w/Durable Powder-Coat Paint; Aluminum Monorail
Monorail Length:	54"
Dimensions:	94" L x 18" W x 38" H
Folded:	53" L x 18" W x 71" H (no tools required)
Product Weight:	102 lb
Maximum User Weight:	450 lb

RESIDENTIAL WARRANTY

Frame:	Lifetime
Parts:	10 Years
Labor:	2 Years

COMMERCIAL WARRANTY

(Non-Dues Paying)

Frame:	Lifetime
Parts:	5 Years
Labor:	2 Years

Customer Service

Contact Us

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FAQ

(<https://www.spiritfitness.com/pub/media/customer/faq>)

Shipping & Returns

(<https://www.spiritfitness.com/pub/media/customer/shipping-returns>)

Product Support

Owners Manuals

(<https://www.spiritfitness.com/pub/media/customer/owners-manuals>)

Warranty

(<https://www.spiritfitness.com/pub/media/customer/warranty>)

Compliance Policies

(<https://www.spiritfitness.com/pub/media/customer/compliance-policies>)

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(<https://www.spiritfitness.com/pub/media/customer/us-store-locator>)

International Dealers

(<https://www.spiritfitness.com/pub/media/customer/international-dealers>)

Dealer Portal

(<https://www.spiritfitness.com/pub/media/customer/dealer-portal-login>)

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Legal

Privacy Policy

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Terms and Conditions

(<https://www.spiritfitness.com/pub/media/legal/terms-conditions>)

Notices

(<https://www.spiritfitness.com/pub/media/legal/notices>)

Reference: GEN.ZIPCODES.PRE

-- Fitness Showroom --
ORDERS BY ZIP CODES

15:16:15 08/18/21
Page: 1

Bill-to Cu	Ord	Dte	Customer Name
4426411	04/16/2019	WILL & ANU BROWN	
4999248	05/15/2019	JOSEPH NEMEC	
44170889	05/29/2019	KYU HAN	
77155305	06/20/2019	ADAM ALTER	
4999248	05/21/2019	JOSEPH NEMEC	
4426411	04/29/2019	WILL & ANU BROWN	
44170889	04/18/2019	KYU HAN	
66171344	04/28/2019	ALEX WOLTERS	

Inv Cost	Ship	Instructions	Email Address
0.00	6/25/21	LVM/TT REG P	
0.00	6/14/21	LVM/TXT REG	
0.00	4/26/21	LM/TXT/EM RE	kyuhan2018@gmail.com
0.00	7/26/21	LVM/TXT REG	
0.00	6/14/21	LVM/TXT REG	
0.00	6/25/21	LVM/TT REG P	
1030.00	4/26/21	LM/TXT/EM RE	
1550.00			

Total Sale	Zip Code
0.00	06870
0.00	06870
0.00	06870
0.00	06870
195.00	06870
395.00	06870
1638.00	06870
2878.39	06870

PROJECT:	4153 Fitness Equipment for Five Fire Stations
VENDOR NAME:	<i>Fitness Showrooms of LI</i>

Bid Security in the form of a (check one) is attached.		Bond		<u>Certified Check</u>
Cost for performance bond <u>included in lump sum</u>	\$		per thousand dollars	
Insurance Agency Name -	<i>Suburban</i>		Tel.-	<i>201-225-9099</i>
Agency Address -	<i>General 21-60 Route 208 South, Ste 105, Fair Lawn NJ 07410</i>			

Submitted by:

Print Name of Authorized Agent of Company	<i>Patty Mander</i>
Signature of Authorized Agent of Company	<i>P Mander</i>
Date	<i>9/7/21</i>

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1.	Number of years in business:	30	
2.	Number of personnel employed:	Part Time	Full Time
		14	34

3. List projects of this type/size your firm has completed within the last three (3) years:

Project	Date	Contact Person	Phone No.
Millenia	7/2020	Rob	914-712-0600
Dominion Energy	5/2020	Rachel	203-823-6119
MS Fitness	5/2021	Meghan	203-727-0191
Wolcott PD	12/2018	Rocco Longo	203-879-1414
Mant Community	8/2021	Zach Hullett	845-332-2950
Norwalk PD	4/2021	Dave O'Connor	203-520-7916

4. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also, indicate the portion or section of work a subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK
		N/A		

5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	☐	general partnership
	☐	limited partnership
	☐	limited liability corporation
	☐	limited liability partnership,
	☐	corporation doing business under a trade name
	☐	individual doing business under a trade name
	☐	other (specify) <u>S corp</u>

6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	☒ Yes	☐ No
	Out-of-State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	☒ Yes	☐ No
7. CT LICENSE/REGISTRATION NUMBER	<u>42107425-001</u>		
8. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form: <u>NO</u>			
Business Name			
Address			
City	State	Zip	
Name of Agent			

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

Fabio Rawasi, Sole Corp member + President

3. The awarded contractor may be required to submit one copy of the following information relative to its company's financial statements prior to contract signing. This information must represent the current circumstance which surrounds the financial position of the bidding organization. Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.

if awarded can supply financials

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

1.3 CITY OF NORWALK VENDOR RECORDS

If you have not done business with the City of Norwalk as a vendor, your business information needs updating or your vendor record has not been updated over three (3) years. Please complete and include the latest Internal Revenue Service (IRS) W-9 Form with your submission. Here is the URL to the IRS website: <https://www.irs.gov/forms-pubs/about-form-w-9>

1.4 INSURANCE

Insurance Agency Name:	Tel:
<i>Suburban General</i>	<i>201-225-9099</i>
Agency Address:	Email:
<i>21-100 Route 208, South Ste 105</i>	

Fair lawn, NJ 07410

TJ Channemanna Suburban General

City of Norwalk Vendor Questionnaire IT Information Security

Rev 5.20.20

1. **Third-Party Contact Information** (please provide the POC for follow-up questions to this questionnaire):

Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

*Mandella Fitness Showrooms, 60m
Fitness Showrooms, 70A Overlook Rd, Rough Kepsu NY - Patty Mandel 917-584-4910*

2. **System and Equipment Access:** Will your organization need access to the City's information systems, technology equipment and/or network to perform the services? (Yes or No; if Yes, please explain. Note that a NO answer means you will solely use your own systems and networks to perform the service.)

NO

3. **Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes proceed to 3.1)

NO

- a. What data is needed to provide the services/products to the City?

Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.

If your answers to Questions 2 and 3 are BOTH "NO", thank you for completing the IT Information Security Questionnaire.

If one or both Questions 2 and 3 are "YES" please complete the remaining questions.

4. **Description of Services/Products:** What services/products will your organization provide to the City?

Fitness equipment + Maintenance to fire house

5. **Office Locations:** How many office locations does your organization have? Please include the locations of your organization. *12*

508. Main Ave, Norwalk CT 06851

6. **Data Center Locations:** How many data centers does your organization utilize to provide services/products to the City? Please include the locations of the data centers utilized by your organization. *1*

7. **Business Entity:** What is your business entity type?

**Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*

8. **How many employees and contingent workers do you have in your organization?** Use a scale.

None Contingent

**Example: 1-10, 10-50, 50-100, 100-500, 500-1000, 1000 or more*

9. **Physical Access:** Does your organization need to be onsite or offsite to provide services/products to the City? *Yes, on site*

10. **Access to Data:** How is your organization accessing City data?

**Example: Is the data supposed to be sent to your organization via email or will the data need to be uploaded to an application?* *email*

**Note: For third-parties that are providing an application to perform the services, please specify whether the application will be an internally hosted solution, cloud-based solution (i.e. SaaS, IaaS, PaaS), or a traditional web-based application (i.e. eBay, WebEx, online banking application)*

11. **Data Storage:** Does your organization outsource data storage or does your organization utilize its own databases to store data? Does your organization store data outside of the United States?

outsource data in the US

12. **Segregation of Data:** Does your organization's database structure allow segregation of sensitive client data? *Yes can store sensitive secure data*

13. **Independent Attestations:** Does your organization have independent attestations such as (i.e. ISO 27001, SSAE-18 SOC-1, SOC-2, PCI- DSS, ISO 9001)? *NO*

14. Information Security

a. Does your organization have written information security policies and procedures (WISP)?

NO

b. How often are the information security policies and procedures reviewed and updated?

c. Who in the organization is responsible for reviewing and updating the information security policies and procedures? *Fabio Ravasi*

d. Does your organization have privacy policies and procedures? *NO release of client data to 3rd party*

e. How often are the privacy policies and procedures updated?

f. Who in the organization is responsible for reviewing and updating the privacy policies and procedures? *Fabio Ravasi*

g. What methods of encryption are utilized for data at rest and in transit? *unknown*

h. Are the encryption methods utilized FIPS 140-2 approved? *unknown*

i. Does your organization utilize firewalls to filter incoming data and information from the internet into your company network? *NO*

j. Does your organization perform penetration testing at least once per year to determine if unauthorized access to the computer network and malicious activity is possible externally? *NO*

- k. Does your organization perform vulnerability testing at least once per year in order to identify vulnerabilities within the internal network? **NO**
- l. Does your organization perform background checks on employees and contingent workers prior to onboarding them? Describe the nature of these background checks (ie, criminal, credit, international, etc). **NO**
- m. Does your organization utilize multi-factor authentication? **NO**
- n. Does your organization utilize scan cards or biometric scans to grant employees and contingent workers access to the building and data centers where data is stored? **NO**
- o. If offering a technology product, does the organization utilize software development life cycle (SDLC) or Agile to build and maintain technological product? **NO**
- p. Does the technological product undergo information security testing and quality assurance testing prior to deployment? **NO**
- q. Does the Vendor provide annual Cybersecurity Awareness training to their employee? **NO**
- r. Does the Vendor provide annual phishing simulations for their employee? **NO**
- s. Have users been educated on how to report suspected security violations or vulnerabilities? **NO**
- t. Does the Vendor have an employee identified as the Chief Information Security Officer? **NO**
- u. Are all the Vendor laptops encrypted? **NO**
- v. Are all Vendor computers (workstations, notebooks) required to join the Company's domain and receive Group Policies? **NO**
- w. Does the Vendor meet the NIST 800-63 password guidelines? **NO**

15. Risk Management

- a. Does your organization have an enterprise risk management framework implemented at your organization? **NO**
- b. Does your organization have documented enterprise risk management policies and procedures? **NO**
- c. Who in the organization is responsible for reviewing the enterprise risk management policies and procedures? **NO**
- d. Does your organization utilize an outside third-party to provide services/products to the client? **NO**
- e. Does your organization have a third-party risk management program (TPRM)? **NO**
- f. Does your organization include right-to audit clauses in contracts with third-parties? **NO**

g. Does your organization have a certificate of insurance (COI)? Please attach a copy of your COI. *yes*
Please send sample

16. Business Continuity/Disaster Recovery

- a. Does your organization have a business continuity plan? *NO*
- b. How often is the business continuity plan updated? *NO*
- c. Does your organization conduct business continuity tests once per year? *NO*
- d. Does your organization have a disaster recovery plan? *NO*
- e. How often is the disaster recovery plan updated? *NO*
- f. Does your organization conduct disaster recovery tests once per year? *NO*
- g. Does your organization have business continuity and/or disaster recovery sites? *NO*
- h. Are the business continuity/disaster recovery sites located in the United States or outside the United States? Please include the locations of business continuity/disaster recovery sites? *NO*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Suburban General Insurance Agency 21-00 Route 208 South Ste105 Fair Lawn NJ 07410	CONTACT NAME: Suburban General Insurance Agency	FAX (A/C, No): 201-225-0253	
	PHONE (A/C, No, Ext): 201-225-9099	E-MAIL ADDRESS: certificates@SuburbanGeneral.com	
INSURED Fitness Showrooms Inc C/o The Ravasi Organization LLC 114 Smith Street Poughkeepsie NY 12601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Utica Mutual		25976
	INSURER B: Republic Franklin		12475
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 743378662 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			5008574	11/23/2020	11/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			4993934	11/23/2020	11/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			5005594	11/23/2020	11/23/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	4993936	11/23/2020	11/23/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Fitness Showrooms
114 Smith Street
Poughkeepsie, NY 12601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

Only that insurance provided below that broadens coverage under the Commercial Auto Coverage Part applies.

A. Fellow Employee Exclusion Exception.

The following modification applies on an excess basis over any other insurance.

Exclusion 5. (Fellow Employee) of SECTION II - LIABILITY COVERAGE is replaced by the following:

5. "Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.
But this exclusion does not apply to "bodily injury" to any fellow employee which results from the use of a covered "auto" you own or hire.

B. Increased Supplementary Payments.

The amount we will pay for the cost of bail bonds and for reasonable expenses incurred by the "insured" under the Supplementary Payments Coverage Extension of SECTION II - LIABILITY COVERAGE is increased to \$2,500 and \$300 respectively.

C. Automatic Hired Auto Physical Damage Coverage.

1. Subject to 2. and 3. below, the broadest of the Physical Damage Coverages provided under this Coverage Part for "autos" you own are also provided for hired "autos" which are covered for Liability Coverage under this Coverage Part.
2. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$35,000.

3. As respects the Physical Damage Coverage provided for hired "autos" under this Coverage Extension, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the largest deductible for such coverage applicable to any owned covered "auto." In the event of "loss" caused by fire or lightning, no deductible shall apply.

D. Leased Auto Additional Legal Obligation Coverage.

The following coverage is added to SECTION III - PHYSICAL DAMAGE COVERAGE:

For any covered "auto" for which this Coverage Form includes a lessor as an additional "insured" under the Additional Insured - Lessor endorsement, we will pay your additional "legal obligation" to such lessor in the event of a total "loss."

As used in this coverage, "legal obligation" shall mean and be the difference between the amount owed on your lease and the actual cash value of the "auto." The amount owed on your lease shall not include any taxes; overdue payments or interest resulting from overdue payments; penalties; lease termination fees; and charges resulting from mileage, overdue payments or excess wear and tear. The actual cash value of the "auto" and the amount owed on your lease shall be based on the time of the "loss."

E. Theft Extension.

The coverage provided under SECTION III - PHYSICAL DAMAGE COVERAGE for transportation expenses incurred by you because of a total theft of a covered "auto" of the private passenger type is increased to \$50 per day and to a maximum of \$1,000.

F. Window Glass Breakage Deductible Waiver.

For "loss" covered under SECTION III - PHYSICAL DAMAGE COVERAGE, the Deductible provision does not apply to window glass breakage if the damaged window glass is repaired instead of replaced.

G. Malfunction Extension for Airbags.

The following provision is added to the Exclusion for wear and tear, freezing, mechanical or electrical breakdown under SECTION III - PHYSICAL DAMAGE COVERAGE:

But mechanical or electrical breakdown does not include accidental inflation of an airbag.

H. Multiple Deductibles.

1. In the event of any occurrence which results in a loss or "loss" we cover under more than one Coverage, Coverage Form, or Coverage Part, the deductibles shall apply as described in 2., 3. or 4. below.
2.
 - a. If all involved deductibles are equal in amount, that amount will apply only once for all loss or "loss" from each occurrence.
 - b. Loss or "loss" from each occurrence under all involved coverages will be accumulated to make up that deductible amount.
3. If involved deductibles for different coverages are of different amounts, we will use the method described in a. or b. of this item 3. which results in the higher total payment to you.
 - a. We will apply each deductible to the loss or "loss" for the coverage to which it applies; or
 - b. We will add the amount of loss or "loss" from all involved coverages and subtract from the total the larger or largest applicable deductible.
4. This deductible provision does not apply to loss or "loss" caused by flood, windstorm or hail.

I. Bodily Injury Redefined.

It is agreed and understood that the definition of "bodily injury" (SECTION V) includes mental anguish resulting from "bodily injury," sickness or disease to the person who sustained such "bodily injury," sickness or disease.

J. Unintentional Failure to Disclose Hazards.

Failure of the insured to disclose all hazards existing as of the inception date of the Coverage Part shall not invalidate the insurance afforded by this Coverage Part if such failure or omission is not intentional.

K. Broadened Cancellation.

It is agreed that we may cancel or nonrenew this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation or nonrenewal at least sixty (60) days before the effective date of cancellation.

This provision does not apply if the policy is cancelled for nonpayment of premium.

If these provisions conflict with any state law or regulation governing the cancellation/nonrenewal of this Coverage Part, then such law or regulation shall prevail and this Coverage Part is amended to conform with such law or regulation.

L. Broadened Named Insured.

It is agreed that the Named Insured shown in the Declarations includes any subsidiary corporation, firm, or organization of a similar business nature which is newly acquired or formed, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. However, coverage does not apply to "bodily injury," "property damage" or "loss" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

As used in this extension of coverage, the phrase, "similar business nature" means of a nature which an ordinary person would consider to be closely related to your business.

M. Notice of Accident, Claim, Suit or Loss

It is agreed that failure by any agent, servant, or employee (except an executive officer, or individual designated by an executive officer to give such notice) of the "insured" to notify us of any "accident," claim, "suit," or "loss" of which such person has knowledge shall not invalidate the insurance afforded by this Coverage Part as respects the Named Insured.

N. Hired Auto Changes

Coverage territory is amended to be anywhere in the world for a "suit":

1. Involving a covered "auto" that is leased, hired, rented or borrowed by the Named Insured; and
 2. Brought against an "insured" for damages to which this insurance applies;
- when such "suit" is brought in:
- a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico; or
 - d. Canada.

O. Theft Expenses

Under the Loss Payment - Physical Damage Coverage Loss Condition (SECTION IV), regardless of the option we select, it is agreed and understood that in the event of a theft of a covered "auto," we will pay those expenses incurred for the return of the covered "auto" to the Named Insured.

P. Employees as Insureds

The following is added to the LIABILITY COVERAGE WHO IS AN INSURED provision:

Any employee of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

Q. Towing and Labor

Under Section III - Physical Damage Coverage, Towing is replaced by the following:

Towing and Labor

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" is disabled:

- a. \$100 for a covered "auto" rated and classified as a private passenger vehicle.
- b. \$150 for a covered "auto" rated and classified as a light, medium, heavy or extra-heavy truck.

However, the labor must be performed at the place of disablement.

R. Personal Effects

The following is added to Section III - Physical Damage:

Personal Effects

If you carry Comprehensive Coverage for the stolen covered "auto", we will pay up to \$750 for personal effects stolen with the auto.

This insurance is excess over any other collectible insurance and no deductible applies.

S. Waiver of Subrogation

The Transfer of Rights of Recovery Against Others To Us Loss Condition is replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have under such a transfer of rights against any person or organization holding a waiver under a written contract with the insured if such contract was executed prior to the loss which generated such right of recovery.

T. Additional Insured - By Contract, Agreement Or Permit

The following is added to Section II - Who Is An Insured:

Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Business Auto Coverage Form is an "insured" for Liability Coverage, but only to the extent that such person or organization qualifies as an "insured" under the Who Is An Insured Provision.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the Other Insurance General Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This Coverage Form's Liability Coverage is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this Coverage Form's Liability Coverage would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All Person(s) or Organization(s) with which you have Written Contracts in place prior to Loss requiring that they	
be named as Additional Insureds under this Policy.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Fitness Showrooms of LI

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☐ C Corporation
- ☒ S Corporation
- ☐ Partnership
- ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

70 A Overocker Rd.

6 City, state, and ZIP code

Poughkeepsie, NY 12603

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

11-3359999

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Am unal

Date ►

7/21/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Reference: GEN.ZIPCODES.PRE

-- Fitness Showroom --
ORDERS BY ZIP CODES

14:57:27 08/18/21
Page: 2

Bill-to Cu	Ord Dte	Customer Name	Inv Cost	Ship Instructions	Email Address	Total Sale	Zip Code
77195941	06/24/2020	SCOTT PAGE	1401.00			2599.00	10075
77187191	01/09/2020	136 EAST 79TH ST	1840.00		dermotjyork@gmail.com	2815.15	10075
77195941	04/09/2020	SCOTT PAGE	1401.00			2898.00	10075
77136903	05/14/2020	TRISHA STERN	2070.00	06.28.21 JT TXT RE P	trisha@gourmetadvisory.com	3490.24	10075
44198355	08/07/2020	ROBERT SAPERSTEIN	1723.50			3544.00	10075
77218715	11/01/2020	CRAIG LEIDERMAN	2771.00		craig.leiderman@ubs.com	3614.00	10075
22215618	10/03/2020	RON MEADOR	2348.50			3673.94	10075
77203514	06/25/2020	PJ PASQUARIELLO	2355.00			3857.10	10075
77195529	04/04/2020	HARRY DONAS	3255.00			4868.68	10075
77220719	11/18/2020	MEAGHAN EGAN	3094.22		meaghan@meglidesign.com	6142.23	10075
77190167	02/18/2020	MARTY GELLER	4846.00			6799.00	10075
77209611	08/13/2020	WELDON WILSON	3940.00	8/21-8/22 1X PIF		7347.88	10075

Fignon, Aniella

From: Conners, Sharon
Sent: Tuesday, October 12, 2021 3:55 PM
To: Gatto, Gino
Cc: Megaro, Carleen
Subject: RE: HS&W committee item

Chief, It looks good to me. Thanks for asking!

Carleen, can you attach the package to this email? Thank you!

Sharon Conners
Purchasing Agent



City of Norwalk, Connecticut
125 East Avenue
PO BOX 5125
Norwalk, CT 06856-5125
203-854-7947 office
203-854-7817 fax

[Purchasing & Central Services](#)
[Visit SONO](#)
[Like us on Facebook](#)

Attn: As of 10/06/2020, The Purchasing Department has relocated to Room 211

From: Gatto, Gino <GGatto@norwalkct.org>
Sent: Tuesday, October 12, 2021 3:34 PM
To: Conners, Sharon <sconners@norwalkct.org>
Subject: FW: HS&W committee item

Hello Sharon,

I need to get the highlighted language to the Health and Safety committee. Do you approve the way it's written? Can to send me the bid documents?

FYI- AC Bassett retired as of Oct. 4, 2021.

Let me know if anything else is needed.

Thank you,
Gino Gatto

Fire Chief



City of Norwalk
Fire Department
121 Connecticut Avenue
Norwalk, CT 06854
Office: (203) 854-0230 / Fax: (203) 854-0234
Email: GGatto@norwalkct.org

From: Bassett, Albert [<mailto:albert.bassett@newcanaanct.gov>]
Sent: Thursday, October 7, 2021 9:23 AM
To: Gatto, Gino <GGatto@norwalkct.org>
Subject: HS&W committee item

Chief,

I know you have a lot going on this week but wanted you to be aware this request needs to happen.

We need to request a PO for the fitness equipment. The total is 52,752.85, Per AFG guidelines we will be responsible for 10% of the total award. The total award is 55,900, so that is a cost to us \$5082. The AFG people recommend spending our match up front then it will be easier to spend the residual funds.

I started the language for the committee and council. I am not sure how we want to write up the financial split.

Authorize the purchasing agent, Sharon Connors to issue a purchase order to Fitness Showroom Distribution, for the purchase, delivery, and set-up of fitness equipment at five fire stations (Bid # 4153) for the amount not to exceed \$52,752.85. \$47670.85 will be paid by the Assistance to Firefighters Grant program and the remainder \$5082 will be from account # _013120-5341.

I or purchasing can get you the bid documents. I attached the grant award document.

We can talk about Tom or myself attending the meeting for supportive info.

Albe Bassett
Assistant Fire Chief
New Canaan Fire Department
New Canaan, CT 06840
O: 203-594-3153
C: 203-940-2743
E: albert.bassett@newcanaanct.gov

Norwalk Department of Police Service

Memo

To:	Common Council Committee
From:	Lt. Thomas Roncinske
CC:	
Re:	FY2021 Bureau of Justice Assistance Bullet Proof Vest Partnership Grant
Date:	October 20, 2021

The Patrick Leahy Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a U.S. Department of Justice initiative designed to provide critical equipment or law enforcement. Since 1999, the BVP program has awarded more than 13,000 jurisdictions a total of \$522 million in federal funds for the purchase of over one million vests as of November 2020. The Bureau of Justice Assistance Patrick Leahy Bullet Proof Vest Partnership program provides a 50% reimbursement of the cost of a police officer's replacement bullet proof vest. I am requesting this item be added to the Health and Public Safety Committee's agenda for review.

The authorizations are as follows:

1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply, accept and implement grant funds from the 2021 Bureau of Justice Assistance Bullet Proof Vest Partnership Grant in the amount of \$ 20,000.00

1b. Authorize the Police Chief Thomas Kulhawik to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement the 2021 Bureau of Justice Assistance Bullet Proof Vest Partnership Grant, pursuant to such funding.

Roncinske, Thomas

From: BVP Email Account <ojp@public.govdelivery.com>
Sent: Thursday, October 14, 2021 10:24 AM
To: Roncinske, Thomas
Subject: Bulletproof Vest Partnership (BVP) – FY 2021 Award Announcement

CAUTION: EXTERNAL Email: Don't open links or attachments from untrusted senders

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2021 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2021 BVP awards is available at: <https://www.ojp.gov/program/bulletproof-vest-partnership/overview>.

Important: Jurisdictions must be registered in the SAM system (<https://www.sam.gov/SAM/>) in order to be paid for any 2021 BVP funds. Please ensure the banking information in SAM is up to date. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit <https://sam.gov/content/status-tracker>. The SAM Helpdesk can be reached at 866- 606-8220.

The FY 2021 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2021. The deadline to request payments from the FY 2021 award is August 31, 2023, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests: <https://cjtec.org/compliance-testing-program/compliant-product-lists/>

As a reminder, all jurisdictions that applied for FY 2021 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document:
https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVPMandatoryWearPolicy_0.pdf

Finally, please visit the following page for checklists and guides for each step of the BVP process:
<https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources>

STATUS

This "Status" page shows any pending actions that must be completed prior to program deadlines. It also provides you with payment(s) status for tracking your requests for approved funds.

- Red !'s indicate your attention is needed in order to complete a task for action.

CURRENT ACTIVITY STATUS

Application

✓ Approved by BVP

[View Details](#)

CURRENT PAYMENT REQUESTS

ATTN	Created Date	Total Amount Requested ⬆	Current Status ⬆	Status Date	Funding Type	Action
	09/16/2021	\$479.50	Sent for BVP Approval	09/16/2021	Regular Fund	View Details
	08/12/2021	\$311.25	Sent for BVP Approval	08/12/2021	Regular Fund	View Details
	07/20/2021	\$954.00	Sent for BVP Approval	07/20/2021	Regular Fund	View Details

AVAILABLE AWARDS

ATTN	Fiscal Year ⬆	Award Amount ⬆	Total Paid ⬆	Total Requests ⬆	Eligible Balance ⬆	Expiration Date
------	------------------	----------------	--------------	---------------------	--------------------	-----------------

ATTN	Fiscal Year ◆	Award Amount ◆	Total Paid ◆	Total Requests ◆	Eligible Balance ◆	Expiration Date
!	2019	\$12,498.99	\$1,296.99	\$1,744.75	\$9,457.25	11/30/2021
	2021	\$20,000.00	\$0.00	\$0.00	\$20,000.00	08/31/2023

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

Thank you

BVP Program Support Team
Bureau of Justice Assistance

This email was sent to troncinske@norwalkct.org using GovDelivery Communications Cloud on behalf of: Department of Justice · Washington, DC

APPLICATION DETAILS

APPLICATION PROFILE

Participant	NORWALK CITY
Fiscal Year	2021
Number of Agencies Applied	0
Total Number of Officers for Application	178
Number of Officers on Approved Applications	178

APPLICATION PROFILE

Fiscal Year	2021
Vest Replacement Cycle 	5
Number of Officers	178
Number of Stolen or Damaged Emergency Replacement Needs 	0
Number of Officer Turnover	3

APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
AFC-T3A-525	50	\$800.00	\$40,000.00	\$0.00	\$40,000.00
Grand Totals	50		\$40,000.00	\$0.00	\$40,000.00

AWARD SUMMARY FOR FY2021 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$40,000.00	\$20,000.00	10/18/21	Approved by BVP
Grand Totals:	\$40,000.00	\$20,000.00		

RETURN

***Norwalk Police Department
Professional Standards Unit***

Memo

To: Common Council

From: Lieutenant Thomas Roncinske

Date: October 25, 2021

Re: Fiscal Year 2018 Edward Byrne Memorial Justice Assistance Grant Re-authorization

With the 2018 Edward Byrne Memorial Justice Assistance Grant the City is allocated \$36,609.00 under this program. There is a no matching funds requirement. The funds will be used for high visibility policing, selective enforcement patrols and violent crime prevention. The re-authorization is necessary to open the grant to public review and comment. The re-authorizations requested are as follows:

1. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to apply for and accept grant funds from the Department of Justice under the FY2018 Edward Byrne Memorial Justice Assistance Grant, in the amount of \$36,609.00
2. Authorize the Police Chief, Thomas E. Kulhawik to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement all programs through the FY2018 Edward Byrne Memorial Justice Assistance Grant pursuant to such grant funding.



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

October 1, 2018

The Honorable Harry W. Rilling
City of Norwalk
125 East Avenue
PO Box 5125
Norwalk, CT 06856

Dear Mayor Rilling:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$36,609 for City of Norwalk.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Lucia M. Turck-Gamble, Program Manager at (202) 305-1619; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, reading "Matt Dummermuth", is positioned above the typed name.

Matt Dummermuth
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 22

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Norwalk
125 East Avenue PO Box 5125
Norwalk, CT 06856

4. AWARD NUMBER: 2018-DJ-BX-0240

5. PROJECT PERIOD: FROM 10/01/2017 TO 09/30/2021

BUDGET PERIOD: FROM 10/01/2017 TO 09/30/2021

6. AWARD DATE 10/01/2018

7. ACTION

Initial

2a. GRANTEE IRS/VENDOR NO.

066011881

8. SUPPLEMENT NUMBER

00

2b. GRANTEE DUNS NO.

801403218

9. PREVIOUS AWARD AMOUNT \$ 0

3. PROJECT TITLE

FY18 Local JAG Program

10. AMOUNT OF THIS AWARD \$ 36,609

11. TOTAL AWARD \$ 36,609

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 FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Matt Dummermuth
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Harry W. Rilling
Mayor

17. SIGNATURE OF APPROVING OFFICIAL

Matt Dummermuth

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		36609

21. TDJUGT0374



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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Grant**

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PROJECT NUMBER 2018-DJ-BX-0240

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

1. 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 certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("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.

2. 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 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 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 2018 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 the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

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, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice
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**AWARD CONTINUATION
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PROJECT NUMBER 2018-DJ-BX-0240

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

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

4. 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 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.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

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

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

6. Requirements related to "de minimis" indirect cost rate

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



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**AWARD CONTINUATION
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PROJECT NUMBER 2018-DJ-BX-0240

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

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

8. Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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

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

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



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PROJECT NUMBER 2018-DJ-BX-0240

AWARD DATE 10/01/2018

SPECIAL CONDITIONS

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

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

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

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

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

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

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

14. Requirement for data on performance and effectiveness under the award

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

15. OJP Training Guiding Principles

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



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PROJECT NUMBER 2018-DJ-BX-0240

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SPECIAL CONDITIONS

16. Effect of failure to address audit issues

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

17. Potential imposition of additional requirements

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

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

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

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

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

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

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 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," 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.



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21. Restrictions on "lobbying"

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

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

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

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

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

The recipient and any subrecipients ("subgrantees") 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) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

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



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24. Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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



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

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

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

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

26. Encouragement of policies to ban text messaging while driving

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

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

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

28. Cooperating with OJP Monitoring

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



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29. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") 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 (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, 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).

30. Required monitoring of subawards

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

31. Use of program income

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

32. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33. Avoidance of duplication of networks

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

34. Compliance with 28 C.F.R. Part 23

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



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35. Protection of human research subjects

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

36. Confidentiality of data

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

37. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

38. Law enforcement task forces - required training

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

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

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

39. Justification of consultant rate

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



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

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

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

41. Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a local government

In order validly to accept this award, the applicant local government must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the local government). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a local government that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the local government does submit the necessary certification regarding 8 U.S.C. 1373 and 1644, it may submit a fully-executed award document executed by the local government on or after the date of that certification.

For purposes of this condition, "local government" does not include any Indian tribe.



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42. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

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

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. 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) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

- (1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.
- (2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
- (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
- (4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
- (5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before



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award acceptance.

43. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.



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44. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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45. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that--

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

46. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

- A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

- C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be



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detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

47. Requirement to collect certain information from subrecipients

The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



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48. Compliance with National Environmental Policy Act and related statutes

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

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

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

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

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

49. Establishment of trust fund

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



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50. Prohibition on use of award funds for match under BVP program

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

51. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

52. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

53. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

54. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

55. Required data on law enforcement agency training

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

56. Expenditures prohibited without waiver

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



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57. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2017

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2017), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

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

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

58. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

59. Three percent set-aside for NIBRS compliance

The recipient must ensure that at least 3 percent of the total amount of this award is dedicated to achieving full compliance with the FBI's National Incident-Based Reporting System (NIBRS), unless the FBI or appropriate State official has certified that the recipient locality is already NIBRS compliant, and evidence of this has been submitted to and approved by BJA. The recipient will be required by BJA to make revisions to budgets that do not clearly indicate what projects will be supported by this 3 percent set-aside, unless evidence of NIBRS compliance has been submitted to and approved by BJA. Recipients serving as fiscal agents for "disparate jurisdictions," (as defined at 34 USC 10156(d)(4)) have to pass this requirement through to in subawards to other localities in the disparate jurisdiction, so that each locality in a disparate jurisdiction group dedicates at least 3 percent of award funds to NIBRS compliance, unless, with respect to each locality in the disparate jurisdiction group, evidence of NIBRS compliance has been submitted to and approved by BJA.



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60. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at [https:// www.bja.gov/ Login.aspx](https://www.bja.gov/Login.aspx) to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at [https:// www.bja.gov/ profile.aspx](https://www.bja.gov/profile.aspx). Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at [https:// www.bja.gov/ SuccessStoryList.aspx](https://www.bja.gov/SuccessStoryList.aspx).

61. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

62. Withholding of funds: DHS questions

The recipient may not obligate, expend or drawdown funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)," and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

63. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

64. Withholding of funds: Disclosure of pending applications

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued to remove this condition.

65. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

66. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

***Norwalk Police Department
Professional Standards Unit***

Memo

To: Common Council

From: Lieutenant Thomas Roncinske

Date: October 25, 2021

Re: Fiscal Year 2020 Edward Byrne Memorial Justice Assistance Grant Re-authorization

With the 2020 Edward Byrne Memorial Justice Assistance Grant the City is allocated \$33,741.00 under this program. There is a no matching funds requirement. The funds will be used for high visibility policing, selective enforcement patrols and violent crime prevention. The re-authorization is necessary to open the grant to public review and comment. The re-authorizations requested are as follows:

1. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to apply for and accept grant funds from the Department of Justice under the FY2020 Edward Byrne Memorial Justice Assistance Grant, in the amount of. \$33,741.00
2. Authorize the Police Chief, Thomas E. Kulhawik to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement all programs through the FY2020 Edward Byrne Memorial Justice Assistance Grant pursuant to such grant funding.



Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 19, 2020

The Honorable Harry Rilling
City of Norwalk
125 E Avenue, 3rd Fl.
Norwalk, CT 06851-5702

Dear Mayor Rilling:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Norwalk for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts \$25,000 or More." The approved award amount is \$33,741. These funds are for the project entitled City of Norwalk 2020 JAG Program.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

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

Please direct questions regarding this award as follows:

- For program questions, contact Crystal Crews, Program Manager at (202) 307-1571; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Sullivan", is written over a horizontal line.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)
Office of Justice Programs
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1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Norwalk
125 E Avenue 3rd Fl.
Norwalk, CT 06851-5702

4. AWARD NUMBER: 2020-DJ-BX-0804

5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2023

BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2023

6. AWARD DATE 09/19/2020

7. ACTION

Initial

2a. GRANTEE IRS/VENDOR NO.

066011881

8. SUPPLEMENT NUMBER

00

2b. GRANTEE DUNS NO.

801403218

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

City of Norwalk 2020 JAG Program

10. AMOUNT OF THIS AWARD

\$ 33,741

11. TOTAL AWARD

\$ 33,741

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 FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Harry W. Rilling
Mayor

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		33741

21. VDJUGT3881



Department of Justice (DOJ)
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SPECIAL CONDITIONS

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

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

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

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

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

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

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



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SPECIAL CONDITIONS

2. 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 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 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 2020 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 the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

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, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

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

4. 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.



Department of Justice (DOJ)
Office of Justice Programs
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SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

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

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

6. Requirements related to "de minimis" indirect cost rate

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

7. Requirement to report potentially duplicative funding

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



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8. Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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



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9. Employment eligibility verification for hiring under the award

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

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

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

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

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

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

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

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

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

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.

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

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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

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

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

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

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

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



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. 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.



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

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

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

15. Determination of suitability to interact with participating minors

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

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

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

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

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

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

17. Requirement for data on performance and effectiveness under the award

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

18. OJP Training Guiding Principles

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



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19. Effect of failure to address audit issues

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

20. Potential imposition of additional requirements

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

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

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

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

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

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (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 recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

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.



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24. Restrictions on "lobbying"

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

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

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

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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

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

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

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



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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



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

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

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

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

29. Encouragement of policies to ban text messaging while driving

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

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

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



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31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."

B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

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

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. 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) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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SPECIAL CONDITIONS

34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

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

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. 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) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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SPECIAL CONDITIONS

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

- A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

- B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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38. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. For purposes of this condition:

- (1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."
- (2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).
- (3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-
 - (a) conviction described in 8 USC 1227(a)(2), or
 - (b) conduct described in 8 USC 1227(a)(4).
- (4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)
- (5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.
- (6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-
 - (a) is designed to prevent or to significantly delay or complicate, or
 - (b) has the effect of preventing or of significantly delaying or complicating.



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(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or



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(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

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



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43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") 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 (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, 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).

44. Required monitoring of subawards

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

45. Use of program income

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

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47. Avoidance of duplication of networks

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

48. Compliance with 28 C.F.R. Part 23

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



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49. Protection of human research subjects

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

50. Confidentiality of data

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

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

52. Law enforcement task forces - required training

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

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

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

53. Justification of consultant rate

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



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

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

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



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55. Compliance with National Environmental Policy Act and related statutes

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

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

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

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

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

56. Establishment of trust fund

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



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57. Prohibition on use of award funds for match under BVP program

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

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

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



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63. Expenditures prohibited without waiver

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

64. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

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

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.



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67. Withholding of funds: No current SAM registration

The recipient may not obligate, expend, or draw down any award funds until: (1) the recipient acquires current registration with the System for Award Management (SAM), (2) the recipient notifies the DOJ awarding agency (OJP or OVW, as appropriate) in writing of its current SAM registration, and (3) a Grant Adjustment Notice (GAN) is issued to remove this condition.

68. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

69. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

70. Withholding - DHS question attachment

The recipient may not obligate, expend or draw down funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)," and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

71. Withholding of funds: Disclosure of pending applications

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued to remove this condition.

72. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.