EXHIBIT 1
Recovery Act: Edward Byrne Memorial
Justice Assistance Grant (JAG)
Formula Program: Local Solicitation

OMB No. 1121-0323

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

RECOVERY ACT

The U.S. Department of Justice, Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) is pleased to announce that it is seeking applications for funding under the Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

On February 17, 2009, President Obama signed into law the landmark American Recovery and Reinvestment Act of 2009 (the "Recovery Act"). As one of its many elements, the Recovery Act provides the U.S. Department of Justice (DOJ) with funding for grants to assist state, local, and tribal law enforcement (including support for hiring), to combat violence against women, to fight internet crimes against children, to improve the functioning of the criminal justice system, to assist victims of crime, and to support youth mentoring. DOJ is committed to working with our national, state, local and tribal partners to ensure this funding invests in the American workforce.

Specifically, under this solicitation, BJA will be making awards to assist local and tribal efforts to prevent or reduce crime and violence.

Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation

Eligibility

Applicants are limited to units of local government listed in the Recovery Act JAG allocation list for JAG funds.
(See "Eligibility," page 2)

Deadline

Registration with OJP's Grants Management System is required prior to application submission.
Applicants must obtain a DUNS number from Dun and Bradstreet prior to application submission. Applicants, including those applying through GMS, must register with the Central Contractor Registration (CCR) database.
(See "Deadline: Registration," page 1)

All applications are due by 8:00 p.m. Eastern Time. on May 18, 2009.
(See "Deadline: Applications," page 2)

Important Note to Prospective Applicants

This solicitation is issued pursuant to the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), which was signed into law by President Obama on February 17, 2009. As of the date this solicitation is issued, government-wide guidance is still forthcoming on various aspects of the Act.

Applicants are strongly advised to check the appropriate web site and www.ojp.usdoj.gov/recovery/solicitationrequirements.htm periodically (including before submitting an application) for updates to this solicitation and its associated requirements. Additional information may become available that could affect project proposal narratives, timelines, budget requests, certifications, and other matters related to applications.

Award recipients will be required to follow any applicable provisions of government-wide guidance that may be issued pursuant to the Recovery Act.

Contact Information

For assistance with the requirements of this solicitation, contact: BJA toll-free at 1-866-268-0079 or e-mail JAGRecovery@usdoj.gov. This e-mail account will be checked hourly. A response will be provided within one business day. You may also contact your BJA State Policy Advisor at www.ojp.usdoj.gov/BJA/resource/stcont.htm, or Eileen M. Garry, Deputy Director for Programs, at 202–307–6226 or eileen.garry@usdoj.gov.

This application must be submitted through OJP's Grants Management System (GMS). For technical assistance with submitting the application, call the GMS Support Hotline at 1–888–549–9901, option 3. The GMS Support Hotline hours of operation are Monday-Friday from 7:00 a.m. to 9:00 p.m. e.t. For step-by-step GMS guidance, please utilize OJP's online Grants Management System training tool: www.ojp.usdoj.gov/gmscbt/.

Release date: March 6, 2009

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CDFA #16.804

Overview of the Edward Byrne Memorial Justice Assistance Grant Program

This grant program is authorized by the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (the "Recovery Act") and by 42 U.S.C. 3751(a).

The stated purposes of the Recovery Act are: to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

The Recovery Act places great emphasis on accountability and transparency in the use of taxpayer dollars. Among other things, it creates a new Recovery Accountability and Transparency Board and a new website – Recovery.gov – to provide information to the public, including access to detailed information on grants and contracts made with Recovery Act funds.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

Deadline: Registration

Registering with OJP's Grants Management System (GMS)
Applications must be submitted through OJP's online Grants Management System (GMS). To access the system, go to https://grants.ojp.usdoj.gov. Applicants should begin the process immediately to meet the GMS registration deadline, especially if this is the first time they have used the system. Each application requires a separate GMS registration. The registration process for organizations includes: (1) Obtaining a Data Universal Numbering System (DUNS) number; (2) Registering your organization with the Central Contractor Registration (CCR) database; and (3) Registering with GMS prior to applying.

The deadline to register is 8:00 p.m. Eastern Time on May 18, 2009.

A DUNS number is required. All applicants under this solicitation must include a DUNS (Data Universal Numbering System) number in their application. Applications without a DUNS number are incomplete.

A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving Federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, simple, one-time activity. Obtain one by calling 1-866-705-5711 or by applying online at http://fedgov.dnb.com/webform/displayHomePage.do.

Central Contractor Registration (CCR) is required. In addition to the DUNS number requirement, OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the Central Contractor Registration (CCR) database. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. Organizations that have previously submitted applications via Grants.gov are already registered with CCR, as it is a requirement for Grants.gov registration. Please note, however, that applicants must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.ccr.gov.

Deadline: Applications

The due date for applying for funding under this announcement is 8:00 p.m. Eastern Time on May 18, 2009.

Eligibility

Applicants are limited to units of local government appearing on the Recovery Act JAG allocation list. For JAG Program purposes, a unit of local government is: a town, township, village, parish, city, county, or other general purpose political subdivision of a state; any law enforcement district or judicial enforcement district that is established under applicable state law and has authority to, in a manner independent of other state entities, establish a budget and impose taxes; or, it may also be a federally recognized Indian tribe or Alaskan Native organization that performs law enforcement functions as determined by the Secretary of the Interior. In Louisiana, a unit of local government means the office of a district attorney or a parish sheriff.

Additional Requirements Related to the Recovery Act (including certification requirements):

Reporting on the Use of Funds. In order to be eligible to receive funds under this solicitation, applicants must certify that they will satisfy the reporting requirements of section 1512(c) of the Recovery Act, which requires detailed reporting (including reporting on subawards) not later than **ten calendar days after the end of each calendar quarter**. Detailed information on section 1512(c) appears below, under "Accountability and Transparency under the Recovery Act." A template for the certification is included in the appendix. Applicants may expect that a standard form and/or standard reporting mechanism will be made available at a future date.

Certification regarding Infrastructure Investments. Pursuant to section 1511 of the Recovery Act, a State or local government (including a federally-recognized Indian tribal government) may not receive funds for an infrastructure investment (for example, construction or major renovation of a correctional facility) unless the Governor, mayor, or other chief executive, as appropriate, certifies that the infrastructure investment has received the full vetting required by law and that the chief executive accepts responsibility that the infrastructure is an appropriate use of taxpayer dollars. The certification must include a description of the infrastructure investment, the estimated total cost, and the amount of Recovery Act funds to be used, and must be posted on a web site that is linked to Recovery.gov. (Refer to the OJP Recovery Act Additional Requirements web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm for the text of section 1511.)

Consistent with section 1511, **all** applicants under this solicitation must complete a "General Certification as to Requirements for Receipt of Funds for Infrastructure Investments," a template for which is included in the appendix. Recipients that are awarded funds for one or more infrastructure investment projects must also submit and post a certification that satisfies section 1511 as to each such specific project prior to obligating, expending, or drawing down funds for such a project. Applicants or recipients that intend to prepare a section 1511 certification should consult the OJP Recovery Act Additional Requirements web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm. If a standard form becomes available, OJP will include a notice in the appropriate section of the web page.

American Indian Tribes and Alaska Native Tribes and/or Tribal Organizations: If a grant application is being submitted on behalf of a tribe or tribal organization, a current authorizing resolution of the governing body of the tribal entity or other enactment of the tribal council or comparable government entity authorizing the inclusion of the tribe or tribal organization named in the application must be included with the application.

JAG Program-Specific Information

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. Applicants also should anticipate that awards under the Recovery Act will be one-time awards and accordingly should propose project activities and deliverables that can be accomplished without additional DOJ funding.

Established to streamline justice funding and grant administration, the JAG Program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and place justice funds where they are needed most.

Formula

The Bureau of Justice Statistics (BJS) calculates, for each *state and territory, a* minimum base allocation which, based on the statutory JAG formula, can be enhanced by (1) the state's share of the national population and (2) the state's share of the country's Part 1 violent crime statistics. Once the state funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government. States also have a variable percentage of the allocation that is required to "pass through" to units of local government. This amount, also calculated by BJS, is based on each state's crime expenditures. Additionally, the formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported within the state. Local governments that are entitled to at least $10,000 awards may apply directly to BJA for Local JAG grants.

NOTE: Beginning in 2009, the formula calculation for the local portion of the JAG statute has changed significantly as a result of final implementation of the JAG statute. The statute, 42 U.S.C. 3755(d)(2)(B), specifies that for Fiscal Years 2005 through 2008, allocations to units of local government would follow the Local Law Enforcement Block Grant (LLEBG) formula. Pursuant to the statute, however, calculations for FY 2009 (and subsequent JAG calculations) require that units of local government must have submitted to the FBI at least three years of Uniform Crime Report (UCR) data during the most-recent ten-year period for which UCR data are available (here, 1998-2007) in order to be eligible. As a result of this statutory requirement, several local governments that were eligible in prior years for JAG formula funding are ineligible this year due to a lack of compliant UCR data reporting.

Award Amount
The JAG allocation list established by the Bureau of Justice Statistics (BJS), and indicates the amount for which each unit of local government is eligible to apply. For a listing of eligible units of local government and eligible amounts, go to www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html.

Purpose Areas
JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice-related research and evaluation activities that will improve or enhance:

- Law enforcement programs.
- Prosecution and court programs.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

Responsibilities
The Chief Executive Officer (CEO) of an eligible unit of local government or a local agency designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting reports including performance measures and program assessment data; and providing ongoing oversight and assistance to any subrecipients of the funds.

Administrative Funds
A unit of local government may use up to 10 percent of the award for costs associated with administering JAG funds.

Disparate Certification
A disparate allocation occurs when a city or municipality is scheduled to receive one and one-half times (150 percent) more than a county with concurrent jurisdiction, while that county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crime. Multiple disparate allocations occur when multiple cities or municipalities are collectively eligible to receive four times (400 percent) more than the county.

JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. For a listing of disparate jurisdictions, go to www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html.

★ Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the total eligible allocation. The joint application must specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds, must be completed, and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.ojp.usdoj.gov/BJA/recoveryJAG/JAGrecoveryMOU.pdf.

Governing Body Review
The applicant agency (fiscal agent) must make the grant application available for review by its governing body (or to the organization designated by that governing body) not fewer than 30 days before the application is submitted to BJA.

Public Comment
The Local JAG application must include a statement that the application was made public and that, to the extent of applicable law or established procedure, an opportunity to comment was provided to citizens and neighborhood or community organizations.

Length of Awards
Awards are made in the first fiscal year of the appropriation and may be expended during the following 3 years, for a total of 4 grant period years.

Trust Fund
Each unit of local government may draw down any or all JAG funds after acceptance of the award. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest- bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds.

Recipients of funds, however, should be aware that the authority to retain such advance funding may be withdrawn should the recipient persistently remain delinquent in applicable reporting required by the Recovery Act. Specific information relating to this will be detailed in grant award documents.

Prohibited Uses
No JAG funds may be expended outside of the JAG purpose areas. Even within the purpose areas, however, JAG funds may not be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Nor may JAG funds be used directly or indirectly to provide for any of the following matters unless BJA certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

- Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters).
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar matters.

Non-Supplanting
Federal funds must be used to supplement existing state and local funds for program activities and must not replace those funds that have been appropriated for the same purpose. See the OJP Financial Guide (Part II, Chapter 3). Additional information appears on the "OJP Recovery Act Additional Requirements" web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm.

Recovery Act: Buy American
All applicants that propose to use grant funds to construct, alter, maintain, or repair a public building or public work should be aware that the Recovery Act (in section 1605) contains a "Buy American" provision that applies to iron, steel, and manufactured goods, subject to certain exceptions. The provision is to be applied in a manner consistent with United States obligations under international agreements. Government-wide guidance on this provision is not yet available, but is expected. For the text of section 1605, please refer to the ""OJP Recovery Act Additional Requirements" web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm.

Recovery Act: Wage Rate Requirements
All applicants should be aware that the Recovery Act contains a provision on wage rate requirements that concerns projects funded or assisted by Recovery Act funds that employ laborers and mechanics. See section 1606 of the Recovery Act, the text of which appears on the "OJP Recovery Act Additional Requirements" web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm. Government-wide guidance on this provision is not yet available, but is expected.

Recovery Act: Preference for Quick-Start Activities
Pursuant to section 1602 of the Recovery Act, recipient of funds under this solicitation for infrastructure investment are to give preference to activities that can be started and completed expeditiously, and also are expected to use grant funds in a manner that maximizes job creation and economic benefit. For the details of this requirement, please refer to the text of section 1602, which appears on the "OJP's Recovery Act Additional Requirements" web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm.

Recovery Act: Contracts
Generally speaking, the Recovery Act places special emphasis on the use of fixed-price contracts awarded through competitive procedures. As information becomes available, OJP will provide guidance to applicants as to what, if any, particular procurement requirements or procedures may apply to contracts awarded with Recovery Act grant funds, apart from those that appear in 28 C.F.R. Part 66 and 28 C.F.R. Part 70.

Recovery Act: Limit on Funds
The Recovery Act specifically provides that funds may not be used by any state or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

Recovery Act: Use of Funds in Conjunction with Funds from Other Sources.
Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate, to meet the reporting and other requirements of the Recovery Act and other applicable law. There can be no commingling of funds. (See "Accountability and Transparency under the Recovery Act," below.)

Accountability and Transparency under the Recovery Act

Separate Tracking and Reporting of Recovery Act Funds and Outcomes
Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a Recovery Act grant be tracked, accounted for, and reported on separately from all other funds (including DOJ grant

funds from non-Recovery Act grants awarded for the same or similar purposes or programs). Recipients must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

The accounting systems of all recipients and subrecipients must ensure that funds from any award under this Recovery Act solicitation are not commingled with funds from any other source.

Misuse of grant funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties.

Quarterly Financial and Programmatic Reporting
Consistent with the Recovery Act emphasis on accountability and transparency, reporting requirements under Recovery Act grant programs will differ from and expand upon OJP's standard reporting requirements for grants. In particular, section 1512(c) of the Recovery Act sets out detailed requirements for quarterly reports that must be submitted within 10 days of the end of each calendar quarter. Receipt of funds will be contingent on meeting the Recovery Act reporting requirements.

Under this Recovery Act program, quarterly financial and programmatic reporting will be required, and will be **due within 10 calendar days after the end of each calendar quarter**, starting July 10, 2009.

Programmatic and Financial Reporting Periods	**Due Dates**
October- December	January 10
January- March	April 10
April-June	July 10
July-September	October 10

The information from grantee reports will be posted on a public website. To the extent that grant funds are available to pay a grantee's administrative expenses, those funds may be used to assist the grantee in meeting the accelerated time-frame and extensive reporting requirements of the Recovery Act.

Recovery Act grant recipients may expect that the information posted by OJP will identify grantees that are delinquent in their reporting. In addition, in keeping with standard OJP practice, grant recipients who do not submit required reports by the due date will not be permitted to draw down funds thereafter, during the pendency of the delinquency, and may be subject to other appropriate actions by OJP, including, but not limited to, restrictions on eligibility for future OJP awards, restrictions on draw-down on other OJP awards, and suspension or termination of the Recovery Act award.

Funding recipients may expect that a standard form and/or reporting mechanism may be available. Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, all applicants should be aware that the Recovery Act section 1512(c) provides as follows:

Recipient Reports: Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains—

(1) the total amount of recovery funds received from that agency;

(2) the amount of recovery funds received that were expended or obligated to projects or activities; and

(3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--

(A) the name of the project or activity;

(B) a description of the project or activity;

(C) an evaluation of the completion status of the project or activity;

(D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and

(E) for infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.

(4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below $25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

Subawards under Recovery Act Grants

Reporting; DUNS and CCR. As indicated above, quarterly reporting requirements for Recovery Act awards include reporting with respect to subawards. In order to facilitate that reporting, award recipients must work with their first-tier subawardees (if any) to ensure that, no later than the due date of the award recipient's first quarterly report after a subaward is made, the subawardee has a DUNS numbers and is registered with the Central Contractor Registration (CCR) database. See "Deadline: Registration," above, for more information on CCR and DUNS numbers.

Monitoring of subawards. All applicants should bear in mind that any recipient of an award under this solicitation will be responsible for monitoring of subawards under the grant in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide. Primary recipients will be responsible for oversight of subawardee spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds.

Reporting Fraud, Waste, Error, and Abuse

Each grantee or subgrantee awarded funds made available under the Recovery Act is to promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

You may report potential fraud, waste, abuse, or misconduct to the U.S. Department of Justice, Office of the Inspector General (OIG) by——

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

e-mail: oig.hotline@usdoj.gov

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

or hotline fax: (202) 616-9881

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

The Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act.

Performance Measures

To assist in fulfilling the accountability objectives of the Recovery Act, as well as the Department's responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. In addition, applicants must discuss their data collection methods in the application. The following are **required** measures for awards made under the Recovery Act:

Objective	Performance Measures	Data the grantee provides for 3-month reporting period	Description (Plain language explanation of what exactly is being provided)
Recovery Act: Preserving jobs	Number of jobs saved (by type) due to Recovery Act funding.	a) How many jobs were prevented from being eliminated with the Recovery Act funding during this reporting period? b) How many jobs that were eliminated within the last 12 months were reinstated with Recovery Act funding?	An unduplicated number of jobs that would have been eliminated if not for the Recovery Act funding during the three-month quarter. Report this data for each position only once during the grant. A job can include full time, part time, contractual, or other employment relationship.
Recovery Act: Creating jobs	Number of jobs created (by type) due to Recovery Act funding.	How many jobs were created with Recovery Act funding this reporting period?	An unduplicated number of jobs created due to Recovery Act funding during the three month quarter. Report this data for each position only once during the grant. A job can include full time, part time, contractual, or other employment relationship.

In addition, new performance measures specific to the JAG Program have been developed by BJA with input from criminal justice members in the field (including SAAs). The performance measures can be found at: www.ojp.usdoj.gov/BJA/grant/JAG_Measures.pdf.

How to Apply

Grants Management System Instructions. Applications must be submitted through OJP's online Grants Management System (GMS). To access the system, go to https://grants.ojp.usdoj.gov. Applicants should begin the process a few weeks prior to the GMS registration deadline, especially if this is the first time they have used the system. Each application requires a separate GMS registration. For a step-by-step guide, visit http://www.ojp.gov/gmscbt/ and refer to the section entitled "External Overview: Locating & Applying for Funding Opportunities." For additional assistance, call the GMS Support Hotline at 1–888–549–9901 from 7:00 a.m. to 9:00 p.m. Eastern Time.

Note: OJP will not review any application whose attachments are in Microsoft Vista or Microsoft 2007 format. Applications submitted via GMS must be in the following formats: Microsoft Word (*.doc), Word Perfect (*.wpd), Microsoft Excel (*.xls), PDF files (*.pdf), or Text Documents (*.txt). GMS is not yet compatible with Vista and cannot yet process Microsoft Word 2007 documents saved in the new default format with the extension ".docx." Please ensure that any Word documents you are submitting are saved using "Word 97-2003 Document (*.doc)" format. Additionally, GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."

Recovery Act CFDA Number: The Catalog of Federal Domestic Assistance (CFDA) number for this solicitation is 16.804, titled "Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Program/Grants to Units of Local Territories."

What an Application Must Include

Standard Form 424

Program Narrative (Attachment 1)

Applicants must submit a program narrative that describes the proposed program activities for the 4-year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

The program narrative must include:

- Project objectives that are linked to meaningful and measurable outcomes consistent with the goals of the Recovery Act, and the likelihood of achieving such outcomes, such as job creation and preservation.
- Organization capabilities and competencies, including a description of how the organization will track all drawdowns and grant expenditures separately from other federal funding.
- Activities that can be started and completed expeditiously, and in a manner that maximizes job creation and economic benefits.
- Timeline or project plan identifying when the goals and objectives will be completed.

- Performance measures established by the organization to assess whether grant objectives are being met.

Budget and Budget Narrative (Attachment 2)
Applicants must submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. A sample budget form may be found at www.ojp.usdoj.gov/funding/forms/budget_detail.pdf.

Review Narrative (Attachment 3)
Applicants must include in this attachment documentation regarding the following requirements:

- Include the date that the JAG application was made available for review by the applicant's governing body. This governing body notification must occur no less than 30 days before submission to BJA.
- Include a statement that the application was made public and that, to the extent of applicable law or established procedure, an opportunity to comment was provided to citizens and neighborhood or community organizations.
- If the applicant is part of a disparate jurisdiction, include the Memorandum of Understanding (MOU), which has been executed and signed by each jurisdiction's Authorized Representative, outlining each jurisdiction's allocation and indicating which jurisdiction is serving as the applicant/fiscal agent for the joint funds.

Abstract (Attachment 4)
Applicants must provide an abstract which includes the applicant's name, title of the project, the goals of the project, a description of the strategies to be used, major deliverables, and coordination plans. The abstract must not exceed one-half page, or 400-500 words.

Certifications (Attachment 5)
See the Appendix.

Review Process

OJP is committed to ensuring a standardized process for awarding grants. The Bureau of Justice Assistance reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with program or legislative requirements as stated in the solicitation.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final grant award decisions will be made by the OJP Assistant Attorney General (AAG).

Additional Requirements

Successful applicants selected for awards under this Recovery Act solicitation must agree to comply with additional applicable requirements prior to receiving grant funding. We strongly encourage you to review the list below pertaining to these additional requirements prior to submitting your application. Additional information for each can be found at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm.

- Civil Rights Compliance

- Funding to Faith-Based Organizations
- Confidentiality and Human Subjects Protection
- Anti-Lobbying Act
- Financial and Government Audit Requirements, includes Single Audit Act Requirements
- National Environmental Policy Act (NEPA)
- DOJ Information Technology Standards
- Single Point of Contact Review
- Non-Supplanting of State and Local Funds
- Criminal Penalty for False Statements
- Compliance with Office of Justice Programs *Financial Guide*
- Suspension or Termination of Funding
- Non-Profit Organizations
- For-Profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act (FFATA) of 2006
- Recovery Act Reporting Requirements; Section 1512(c) of the Recovery Act
- Section 1511 of the Recovery Act: Certifications
- Section 1602 of the Recovery Act: Preference for Quick-Start Activities
- Section 1604 of the Recovery Act: Limit on Funds
- Section 1605 of the Recovery Act: Buy American
- Section 1606 of the Recovery Act: Wage Rate Requirements
- Section 1607 of the Recovery Act: Additional Funding Distribution and Assurance of Appropriate Use of Funds
- Section 1609 of the Recovery Act: Relating to National Environmental Policy Act

Appendix. Templates for Required Certifications

Instructions: Scan signed certifications and submit image files electronically as part of your application package.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Recovery Act – Justice Assistance Grant (JAG) Program

Certification as to Recovery Act Reporting Requirements

On behalf of the applicant entity named below, I certify the following to the Office of Justice Programs, U.S. Department of Justice:

I have personally read and reviewed the section entitled "Accountability and Transparency under the Recovery Act" in the program announcement for the Recovery Act grant program identified above. I have also read and reviewed section 1512(c) of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), concerning reporting requirements for grants. I agree that the applicant will comply with the reporting requirements set forth therein with respect to any grant the applicant may receive under the Recovery Act grant program identified above.

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs, and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the Office of Justice Programs).

____
Signature of Certifying Official

____
Printed Name of Certifying Official

____
Title of Certifying Official

____
Full Name of Applicant Entity

____
Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Recovery Act – Justice Assistance Grant (JAG) Program

General Certification as to Requirements for Receipt of Funds for Infrastructure Investments

On behalf of the applicant State or unit of local government (including tribal government) named below, I certify the following to the Office of Justice Programs ("OJP"), U.S. Department of Justice:

I have personally read and reviewed the section entitled "Eligibility" in the program announcement for the Recovery Act grant program named above. I also have personally read and reviewed section 1511 of the American Recovery and Reinvestment Act of 2009 (the "Recovery Act"), which requires a specific certification prior to receipt of Recovery Act funds for infrastructure investments.

Initial the statement that applies:

______ The applicant identified below **does not intend to use** any portion of any funds received under this Recovery Act grant program for any infrastructure investment. Should this intention change, the applicant will promptly notify OJP, and (except to the extent, if any, that OJP has given prior written approval to expend funds to conduct the review and vetting required by law) will not draw down, obligate, or expend any funds received under this Recovery Act program for any infrastructure investment project until section 1511 of the Recovery Act has been satisfied, and an adequate project-specific certification has been executed, posted, and submitted to OJP.

______ The applicant identified below **does intend to use** some or all of any funds received under this Recovery Act grant program for one or more infrastructure investment projects. Except to the extent, if any, that OJP has given prior written approval to expend funds to conduct the review and vetting required by law, I agree that the applicant entity will execute, post, and submit to OJP, prior to obligating, expending, or drawing down funds for such project, a project-specific certification that satisfies all of the requirements of section 1511 (including execution by the Governor, mayor, or other chief executive, as appropriate) for each such infrastructure investment project.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

General Certification as to Requirements for Receipt of Funds
for Infrastructure Investments

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant (that is, the governmental entity applying directly to the Office of Justice Programs).

____
Signature of Certifying Official

____
Printed Name of Certifying Official

____
Title of Certifying Official

____
Full Name of Applicant Government Entity

____
Date

EXHIBIT 2
OCPS 7130.1

Office of the Comptroller *Washington, D.C. 20531*

Policy Statement

OCPS 7130.1

Subject: Use of Federal funds by grantees, contractors, and OJP Bureaus and Offices to provide food and beverages at specific events.

1. Purpose. This statement provides guidance to OJP Bureaus, Offices, grantees and contractors (not including subrecipients) that desire to provide food and/or beverages at an event. **1/** Where this policy allows for the provision of food and/or beverages, it does not require that a Bureau, Office, grantee or contractor provide food and/or beverages at these events.

2. Scope. The procedures included in this policy statement are to be followed by all grantees, contractors, and OJP Bureaus and Offices. Subrecipient requests may be reviewed and approved by the awarding agency or recipient if required by the awarding agency as defined in Chapter 3, Glossary of Terms, effective edition of the OJP Financial Guide. **1/**

3. Policy. In accordance with the provisions of the Food and Beverage Policy, a grantee or contractor may use Federal funds for food and/or beverages when associated with a training session, meeting, or conference. Bureaus and Offices may use Federal funds for food and/or beverages when associated with a training session, meeting, conference, award ceremony, or retreat. Note: Food and beverage costs for events within events may be unallowable (see OJP Financial Guide, Food and Beverage Appendix, June 1999) **2/**

1/ Revised from previous edition dated 5/5/98. Requests for approval of food and beverage costs by subrecipients are not subject to review and approval by OJP.

2/ Mandatory attendance of all participants at related events is required for allowability of food and beverage costs at all events.

4. Procedures. Effective June 1999, OJP Bureaus, Offices, grantees and contractors do not need prior approval in accordance with the Food and Beverage Policy for Grantees and Contractors, but must comply with the requirements of the Policy Statement on the Use of Funds to Provide Food and Beverages (Attachment 1).

OJP grantees/contractors should maintain adequate documentation that supports use of food or beverage purchases using Federal funds.

Cynthia J. Schwimer
Comptroller

August 13, 1999
Date

Attachments:

Attachment 1 - Policy statement on the use of funds to provide food and beverages

Policy Statement on Federal Grantees, Contractors, & OJP Bureaus and Offices Use of Funds to Provide Food and Beverages

EXECUTIVE SUMMARY

Expenses for food and beverages incurred by **Federal grantees** and **contractors**[1] may be charged to Federal funds pursuant to program guidelines provided that three tests are satisfied:

Test 1 - The food and beverages provided are incidental to a work-related event; and
Test 2 - The costs of the food and beverages are considered reasonable; and
Test 3 - Food and beverages are not directly related to amusement and/or social events.

A **Federal agency's** ability to use Federal funds to provide food or beverages is more limited. Exceptions to the general prohibition on using Federal funds for this purpose exist when:

- Funds for the food or beverages are specifically appropriated; or,
- Food or beverages are for training expenses; or,
- Food or beverages are for meeting or conference expenses; or
- Food or beverages are expenses associated with a retreat outside the employees' official duty station; or
- Food or beverages are expenses of a Federal employee award ceremony.

Food and beverage costs incurred by a **Federal agency** for Federal employees and others may be allowable when the following tests are satisfied:

Trainings:
Test 1 - The training is for the purpose of providing a program or course of instruction or education in a field which will improve individual job related performance and organizational performance and assist in achieving the agency's mission and performance goals as defined by the Government Employees Training Act at 5 U.S.C. § 4101(4); and
Test 2 - The agency determines that providing meals is necessary to achieve the objectives of the training program, that is, that the food is necessary in order for the employees to obtain the full benefit of the training. See 5 U.S.C . § 4109 (1994).

Meetings, Conferences:
Test 1 - The food or beverage is part of a formal meeting or conference that is concerned with the functions or activities for which the appropriation is made or that will contribute to improved conduct, supervision, or management of the agency's functions or activities. See 5 U.S.C. § 4110

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[1] Federal grantees are governed by cost principles set out in the Office of Management and Budget Circulars. Federal contractors are subject to the Federal Acquisition Regulations which have similar rules to those found in the OMB Circulars. Food and beverages must not be directly related to amusement and/or social events, and the beverages cannot include alcohol.

(1994). (An OJP meeting that focuses on day to day operations does not qualify under 5 U.S.C. 4110); and
Test 2 - The food or beverages provided are incidental to the meeting or conference; and
Test 3 - The food and beverages must be necessary to the Federal employee's full participation in the meeting or conference; and
Test 4 - The employee is not free to take his or her meals elsewhere without being absent from essential discussions, lectures, or speeches concerning the purpose of the meeting or conference.

Award ceremonies:
Test 1 - Recognition for an award is given to an employee who meets general criteria specified in the Government Employees' Incentive Awards Act, 5 U.S.C. §§ 4501-4503; and
Test 2 - The recognition is given at a formal, ceremonial function which is OJP-wide; and
Test 3 - Food and beverages will materially enhance the effectiveness of the ceremony and the cost of such food and beverages is considered reasonable.

Retreats:
Test 1 - The retreat must be held outside the official duty station as defined by this Policy, i.e., the employee(s) is outside his or her official duty station as defined under the Federal Travel Regulations, chapter 301-7, and is entitled to per diem at a temporary duty station.

NOTE: Anyone under federal per diem allowances or reimbursements who is attending any of these events at which food and beverages are provided must deduct the cost of any full meals (ie. lunch, dinner) provided from his or her per diem allowances.

1.0 Purpose

The purpose of the Policy is to provide guidance to a contractor, grantee, and OJP Bureaus and Offices that desire to provide food and/or beverages at an event. Even if this Policy allows the provision of food and beverages, it does not require that an OJP Bureau, office, contractor or grantee provide food and/or beverages at training sessions, meetings, or conferences. Furthermore, while this Policy provides guidance, the examples contained in this Policy statement are not to be viewed as definitive, but rather as illustrations. Guidance should be applied within the context of each individual fact situation.

2.0 Definitions

For the purposes of applying the applicable rules covering the use of funds for food or beverages, the following terms are defined:

"**Award ceremony**" is a ceremony where the head of an agency may pay a cash award to, and incur necessary expense for, the honorary recognition of a Federal employee who, by his suggestion, invention, superior accomplishment, or other personal effort, contributed to the efficiency, economy, or other improvement of Government operations or achieved a significant reduction in paperwork, or performed a special act or service in the public interest relating to his official employment. See 5 U.S.C. § 4503 (1994).

"**Breaks**" are short pauses in an ongoing informational program at trainings, meetings, conferences, or retreats. Typically, an all day event may include one break during a morning session, and one break during an afternoon session. Examples of foods items which may be served at breaks include foods such as, cookies, soda, fruit, etc.

"**Conference**" or "**meeting**" is a formal event involving topical matters of general interest, (i.e., matters that will contribute to improved conduct, supervision, or management of the agency's functions or activities), to Federal agency and non-Federal agency participants, rather than a routine business meeting primarily involving day-to-day agency operations and concerns. "Meeting" includes other designations, such as a conference, congress, convention, forum, seminar, symposium, training for grantees or contractors, and workshop. See 5 U.S.C. § 4110 (1994).

"**Continental Breakfast,**" means a light breakfast that may include a selection of coffees, teas, juices, fruits, and assorted pastries. It is allowable provided several hours of substantive material directly follows the continental breakfast. Grant recipients are reminded that the least expensive of the available selections should be chosen.

"**Federal agency**" means an Executive department, an independent establishment, a Government corporation, the Library of Congress, the Government Printing Office, and the Government of the District of Columbia. See 5 U.S.C. § 4101 (1994).

"**Federal contractor**" is a person or entity that contracts with the Federal Government to provide supplies, services, or experimental, developmental, or research work. Entities may include commercial organizations, educational institutions, construction and architect-engineer companies, State and local governments, and non-profit organizations. See 48 C.F.R. §§ 31.103-105, 31.107-108 (1995).

"**Federal employees**" are those persons employed in or under an agency of the United States Federal Government or the District of Columbia. See 5 U.S.C. § 4101 (1994).

"**Federal grantee**" means the component of a State, local, or federally-recognized Indian tribal government, educational institution, hospital, or a for-profit or non-profit organization which is responsible for the performance or administration of all or some part of a federal award. See OMB Circular No. A-87, Attachment A; OMB Circular No. A-110, Attachment A.

"**Focus group,**" for purposes of this Policy, means a gathering of Federal government employees to discuss results and improvements of programs in the field. The focus group should follow a prepared agenda, be lead by an expert(s) in the subject matter, and serve to educate the Federal employees.

"**Food**" **and/or** "**beverages**" retain their common meanings. Food or beverages are considered in the context of formal meals and in the context of refreshments served at short, intermittent breaks during an activity. Beverages do not include alcoholic beverages.

"**Formal agenda,**" provides a list of all activities that shall occur during the event, using an hour by hour time line. It must specifically include the times during the event when food and beverages will be provided.

"**Incidental,**" for purposes of this Policy, means relating to a formal event where full participation by participants mandates the provision of food and beverages.

"**Reasonable,**" as it applies to cost of food or beverages means those costs which a prudent person would have incurred under the circumstances prevailing at the time the decision to incur the cost was made. Costs to consider when making judgements about reasonableness include the cost of food and beverage, total cost of the event and costs incurred relative to costs in the geographical area.

"**Reception,**" as it applies to this Policy, means an informal gathering which is not mandatory for all event participants to obtain necessary information. Indicators of a reception include a cash bar, inadequate seating for the entire group, food items from a reception menu (such as finger foods) and a longer break (than utilized throughout the day) between the substantive meetings and the reception. Receptions are expressly prohibited and are considered to be an unallowable cost with Federal funds.

"**Working dinner,**" as it relates to this Policy means a formal and mandatory dinner necessary for all participants to have full participation in the conference or event. A working dinner must include a formal agenda including a program or speakers that will impart necessary information important for full understanding of the subject matter of the conference. There should be several hours of informative sessions providing substantive information scheduled both before and after a working dinner. Indicators of a working dinner include seating for all participants. A cash bar is expressly prohibited.

"**Working lunch,**" for purposes of this Policy is a formal and mandatory lunch necessary for all participants to have full participation in the conference or event. A working lunch must include a formal agenda including a program or speakers that will impart necessary information important for full understanding of the subject matter of the conference. There should be several hours of informative sessions providing substantive information scheduled both before and after a working lunch (exhibits are not included). Indicators of a working lunch include seating for all participants. A cash bar is expressly prohibited.

3.0 DETERMINING ALLOWABLE COSTS OF FOOD AND BEVERAGES

There are two steps that must be taken to determine allowable costs associated with food and beverages.

Step 1: Three questions must be addressed when determining whether Federal funds can be used to provide food or beverages:

1. Who is the entity that seeks to provide the food and/or beverages?
   - Federal grantee

- Federal contractor
- Non-federal entity

2. To whom will the food and/or beverages be provided?
   - Federal agency (OJP) employees only
   - Employees of the Federal grantee or contractor
   - General public or employees of other Federal agencies
   - A mixed group consisting of OJP employees and Federal grantees, OJP employees and Federal contractors, or OJP employees and employees of other Federal agencies or the general public

3. Under what conditions will the food and beverages by provided?

Step 2: Apply the appropriate test to the situation in which funds are used to provide food and beverages:

A. Federal Grantee or Contractor

A Federal grantee or a contractor may provide food and beverages pursuant to program guidelines as long as:

1. The food and beverages provided are incidental to a work-related event; and
2. The costs of the food and beverages are considered reasonable; and
3. Food and beverages are not directly related to amusement and/or social events.

NOTES: Food and beverage costs for events within events may be unallowable. For example:

UNALLOWABLE
Event A includes 200 participants and food and beverages are requested for event B, which directly relates to event A, but includes only a subset of the 200 participants. Food and beverage costs at event B are unallowable since attendance at the event is not mandatory for all participants (200).

ALLOWABLE
If the purpose of event B is to discuss or work on topics unrelated to event A, food and beverage costs may be allowable for event B as a separate and independent event. A grantee or contractor should maintain separate documentation relating to event B.

B. Federal Agency

B.1 *For a Federal agency to provide food or beverages at a Federal* *employee training session,*[2] *a Federal agency must meet the following requirements:*

1. The training must be a training program under 5 U.S.C. § 4109 as defined by the Government Employees Training Act at 5 U.S.C. § 4101(4); and
2. The agency determines that providing meals is necessary to achieve the objectives of the training program, that is, that the food is necessary in order for the employees to obtain the full benefit of the training.

B.2 *For a Federal agency to provide food or beverages at a* ***Federal meeting or conference,*** *a Federal agency must meet the following requirements:*

1. The food or beverage is part of a formal meeting or conference under 5 U.S.C. § 4110; and
2. The food and beverages provided are incidental to the meeting or conference; and
3. The food and beverages must be necessary to the Federal employee's full participation in the meeting or conference; and
4. The employee is not free to take his or her meals elsewhere without being absent from essential discussions, lectures, or speeches concerning the purpose of the meeting or conference.

B.3 *For a Federal agency to provide food or beverages at a* ***Federal employee awards ceremony,*** *a Federal agency must meet the following requirements:*

1. Recognition for the award is to an employee who meets general criteria specified in the Government Employees' Incentive Awards Act; and
2. The recognition is at some type of ceremonial function; and
3. The food and beverages will materially enhance the effectiveness of the ceremony and the cost of such items is considered reasonable.

B.4 *For a Federal agency to provide food or beverages at a* ***Federal employee retreat,*** *a Federal agency must meet the following requirement:*

The employee is in travel status, i.e., the employee is outside his or her official duty station and is entitled to per diem. The costs of full meals should be deducted from the per diem.

[2] For training of grantees or contractors, please refer to the test for meetings or conferences.

4.0 Use of Funds for Food or Beverages

4.1 Federal Agency's Use of Funds for Food or Beverages

As a general rule, Federal agencies may not use Federal funds to provide food or beverages to Federal employees at their official duty stations. Such expenses are considered personal expenses. An employee is expected to bear these expenses from his or her salary; such expenses are not allowed under 5 U.S.C. § 5536, which prohibits an employee from receiving pay or allowances in addition to that fixed by law.

4.2 Exceptions to Federal Agency Use of Funds for Food or Beverages

A. Specifically Appropriated Funds

An agency may use funds to cover the costs of food or beverages for employees when Congress has appropriated funds specifically for such purposes. A common example of such funds is "official reception and representation" (OR&R) funds. In addition to including a specific amount of funds for OR&R in certain appropriations accounts, Congress has provided the Justice Department with general authority to use a specific amount from any of its various appropriation accounts for official reception and representation expenses. See Departments of Justice and Related Agencies Appropriation Act of 1994, Pub. L. No. 103-121, § 101, 107 Stat. 1163 (1993). Decisions to use these funds must be made by the head of the agency.

B. Statutory Exceptions

Congress has provided agencies the statutory authority to use funds not specifically appropriated for food to cover the cost of food or beverages in the following limited circumstances:

1. *Training Expenses*

Under the Federal Employees Training Act, 5 U.S.C. § 4109, OJP may pay for, or reimburse an employee for, food and beverages that are necessary to the achievement of the training objectives. Food and beverages may be provided to both Federal employees and non-Federal speakers who appear at the training session. See 48 Comp. Gen. 185 (1986).

There are two factors in determining whether Federal funds may be used for food or beverages under 5 U.S.C. § 4109. First, the event, meeting, seminar, symposium, etc. at which the food or beverages are offered must satisfy the definition of "training" in 5 U.S.C. § 4101(4) and as set out in this Policy, 2.0 Definitions. The fact that a Federal agency characterizes a meeting as "training" does not authorize the payment of related expenses where the event is really no more than an internal management meeting or staff working session.

Second, the Federal agency must show that the food or beverages were a necessary part of achieving the training objectives. "Necessary" food or beverages are those that the participants must be provided to further the goals of the training, such as food or beverages offered at lunches or dinners with speakers, or at breaks that are necessary to enable participants to be in attendance during all presentations of essential information. Food or beverages provided for the "pleasure" of those attending the training session are not legitimate training expenses.[3]

2. *Meeting or Conference Expenses*

Federal agencies may pay for food or beverages where Federal employees are attending meetings or conferences pursuant to 5 U.S.C. § 4110. The threshold test for determining whether an event is a "meeting or conference" is whether the food was provided at a formal event involving topical matters of general interest to Federal agency and non-Federal agency participants, rather than at a routine business meeting involving only internal management or day-to-day business concerns of the Federal agency.

When food and beverages are offered, the food or beverages must not only be ancillary to the functions or events carried on during the meal or break, but also ancillary to substantial functions taking place at the meeting or conference. These criteria are

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[3] For example, in a case involving the Pension Benefit Guaranty Corp. (PBGC), the Comptroller General found that although the PBGC was conducting a legitimate "training" session, the refreshments provided were not necessary for the employees to obtain the full benefit of the training, but rather were to maximize the time of the busy executives, to get the participants acquainted with each other, and to improve the on time attendance of the training participants. Therefore, the refreshments provided by the PBGC in conjunction with the training session were not permitted as training expenses. See Op. Comp. Gen. B-270199 (Aug. 6, 1996), 1996 WL 442084 (C.G.).

more easily met for externally organized or sponsored formal meetings or conferences than for agency sponsored meetings or conferences, where it may be difficult to distinguish between regular government matters and topical matters of general interest to non-governmental and governmental participants alike.

If the above tests are satisfied, the food and beverage expenses must also be necessary to the meeting or conference. In this context, "necessary" food or beverages are those that the participants must be provided to further the goals of the meeting or conference, as such food or beverages offered at lunches or dinners with speakers, or at breaks that are necessary to enable participants to attend all presentations of essential information. In any case, in order to use Federal funds, the food or beverages must be incidental to the meeting or conference, not vice versa.

3. *Award Ceremony Expenses*

Federal agencies may pay for food and beverages relating to Federal employee award ceremonies. Such food and beverages are considered "necessary expenses" that enhance the statutorily authorized honorary recognition of a Federal employee under the Government Employees' Incentive Awards Act, 5 U.S.C. §§ 4501-4503. If an agency determines that a reception with refreshments would materially enhance the effectiveness of its award ceremony, the cost of refreshments may be paid with Federal funds.

The basis for this exception is the statutory objective of encouraging employees to excel, and to this end, publicly recognizing their accomplishments. Therefore, food and non-alcoholic beverages that may be inappropriate in other contexts are considered appropriate as part of a ceremonial recognition of OJP employees who have qualified for awards under the criteria set out in 5 U.S.C. § 4503.

4. *Federal Agency Employee Retreat Expenses*

The Assistant Attorney General or an authorized agency official may determine that OJP employees should get away from the distractions and interruptions of their normal duty station environment to focus attention on management or programmatic issues. In such cases, food and beverages may be provided with Federal funds as long as (1) the retreat is held in a geographical location outside the employees' official duty station, and (2) the participants' per diem allowances are reduced for the meals and incidental expenses in accordance with applicable regulations. See Op. Comp. Gen. No. B-244473 (January 13, 1992).

Retreats involve only Federal agency employees gathering for the purpose of discussing management or program issues of the agency. Because of its limited focus, a Federal agency employee retreat is not the same as a meeting or conference under 5 U.S.C. § 4110, nor is it a training as defined under 5 U.S.C. § 4101(4) and § 4109. Since a "retreat," by definition, takes place away from the official duty station, the authority to use agency appropriations for food and beverages stems from the travel statutes and the implementing Federal Travel Regulations. Therefore, the Federal agency cannot provide food or beverages to its employees during retreats within their official duty station.

5.0 Federal Grantee's Use of Funds for Food or Beverages

Once funds are in the grantee's hand, the restrictions on their use are governed by the "cost principles" of the Office of Management and Budget (OMB). Cost principles are the Federal rules that determine the reimbursibility of grantee expenses. Generally, allowable costs include reasonable costs incurred in activities designed to improve working conditions, improve employer-employee relations, improve employee morale, and improve employee performance. Costs that are not allowed by the cost principles are those directly related to the purchase of alcohol, or to entertainment, including amusement, diversions, or social activities.

Different classes of Federal grantees have different types of costs and follow different cost rules set out by the OMB. Specifically, State and local governments and their subgrantees are covered by the cost principles of OMB Circular A-87, non-profit organizations are covered by OMB Circular No. A-122, colleges and universities are covered by OMB Circular No. A-21, for-profit organizations are covered by OMB Circular No. A-110, and hospitals are covered by OMB Circular A-110 and 45 C.F.R. Part 74, App. E (1996).

The standard under which costs are considered "allowable costs" under the OMB cost principles is a "reasonable person" standard, specifically, those costs which a prudent person would have incurred under the circumstances prevailing at the time the decision to incur the cost was made. Also, considered in determining "reasonableness" is the extent to which the actions taken with respect to incurring the cost are consistent with established policies of the grantee and practices applicable to the grantee's work.

6.0 Federal Contractor's Use of Contract Funds for Food or Beverages

Federal contractors follow rules under the Federal Acquisition Regulation (FAR), 48 C.F.R. §§ 31.000-31.703 (1995), that are analogous to those set out by the OMB for grantees. Commercial contractors are given discretion in their use of funds by being allowed to charge as "costs," reasonable aggregate costs incurred in activities designed to improve working conditions, improve employer-employee relations, improve employee morale, and improve employee performance. Costs that are not allowed by the regulations are those directly related to the purchase of alcohol, or to entertainment, including amusement, diversions, or social activities.

NOTES:

Anyone under per diem allowances or reimbursements who is attending events at which food and beverages are provided must deduct the cost of any full meals (ie. lunch, dinner) provided from his or her per diem allowances.

Grant recipients are encouraged to accept reduced room rates from conference facilities instead of food, i.e. reception, foods, etc .

If you have any questions regarding how to interpret or apply this Policy, please contact the Office of the Comptroller Customer Service Center at 1-800-458-0786, or send inquiries via e-mail to "askoc@ojp.usdoj.gov".

Attachment A

Examples of Whether Funds May be Used to Provide Food and Beverages

CONFERENCES AND MEETINGS:

Example #1 OJP sponsors an all-day event at the L'Enfant Plaza Hotel that includes a luncheon and breaks at which food and beverages are offered. Federal agency employees as well as non-agency persons are invited, and various policy topics are discussed.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Mixed group of Federal agency employees and non-agency participants

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2:

Apply the test for a Federal agency providing food or beverages at a conference or meeting.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are the food and beverages part of a formal meeting or conference that is concerned with the functions or activities for which the appropriation is made or that will contribute to improved conduct, supervision, or management of the agency's functions or activities?
A = Yes

Q = Are the food and beverages incidental to the conference or meeting and necessary to the employees' full participation in the conference or meeting?
A = Yes

Q = If an employee does not participate in the food or beverages, will he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the conference or meeting?
A = Yes - where a speaker provides essential information during the luncheon, and the food and beverages offered during the breaks are

necessary to enable participants to be in attendance during all presentations of essential information.

This scenario qualifies under the conference or meeting exception because the event is a formal conference or meeting consisting of several functions. Therefore, food and beverages may be provided with Federal funds.

Example #2 OJP sponsors an event for 3 hours between 11:00 a.m. and 2:00 p.m. in the OJP Ballroom during which a 30-minute working lunch is provided. The time between 11:00 a.m. and 2:00 p.m. is the only convenient meeting time for the participants. Non-Federal experts present expert opinions for the purpose of educating Federal agency employees about the ongoing successes and failures of agency programs. A formal agenda is distributed to all participants prior to the event, and participation by the Federal agency employees is required.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Mixed group of Federal agency employees and non-agency participants

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2:

Apply the test for a Federal agency providing food or beverages at a conference or meeting.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are the food and beverages part of a formal meeting or conference that is concerned with the functions or activities for which the appropriation is made, or that will contribute to improved conduct, supervision, or management of the agency's functions or activities?
A = Yes - the lunch is incident to an event at which Federal agency employees are instructed by an expert on how to improve ongoing agency programs.

Q = Are the food and beverages incidental to the conference or meeting and necessary to the employees' full participation in the conference or

meeting?
A = Yes

Q = If an employee does not participate in the meal, will he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the conference or meeting?
A = Yes

This scenario qualifies under the conference or meeting exception where the event consists of a program of education and where the luncheon is incidental and necessary to the objectives of the event. Therefore, food and beverages <u>may</u> be provided with Federal funds.

Example #3 OJP sponsors an event for 1 hour between 12:00 p.m. and 1:00 p.m. at the L'Enfant Plaza Hotel during which a working lunch is provided. The hour between 12:00 p.m. and 1:00 p.m. is the only convenient time for the participants. Federal agency employees, as well as non-agency persons are invited, and various policy topics are discussed over lunch. An agenda is distributed to the participants prior to the event. There is no discussion before the lunch, and at the conclusion of the meal, the group disburses.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Mixed group of Federal agency employees and non-agency participants

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2:

Apply the test for a Federal agency providing food or beverages at a conference or meeting.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable .

Q = Are the food and beverages part of a formal meeting or conference that is concerned with the functions or activities for which the appropriation is made or that will contribute to improved conduct, supervision, or management of the agency's functions or activities?
A = Yes

Q = Are the food and beverages incidental to the conference or meeting and necessary to the employees' full participation in the conference or meeting?
A = No - there is no other substantial function at this event aside from the luncheon. The employees are free to take their lunch before or after the hour long event.

Q = If an employee does not participate in the food or beverages, will he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the conference or meeting?
A = Yes - where a speaker provides essential information during the luncheon

This scenario does not qualify under the conference or meeting exception because the meeting is essentially a "working lunch" with no additional functions, before or after the meal, at which necessary information is provided. Therefore, food and beverages cannot be provided with Federal funds.

Example #4 A Federal grantee/contractor sponsors an event at the L'Enfant Plaza Hotel to discuss policy topics. The event includes a working lunch with a speaker and breaks at which food and beverages are offered. Federal agency employees, as well as employees of the Federal grantee/contractor and non-agency persons are invited.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal grantee/contractor

Q = To whom will the food and beverages be provided?
A = Federal agency employees, Federal grantee/contractor employees, and others

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2:

Apply the test for a Federal grantee/contractor providing food or beverages at a conference or meeting.

Q = Are the food and beverages provided incident to a work-related event?
A = Yes

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are the food and beverages incidental to the conference or meeting and not directly related to amusement and/or social events?
A = Yes

This scenario meets all components of the test; therefore, food and beverages **may** be provided with Federal grantee/contractor funds.

Example #5 A Federal grantee/contractor offers a "hospitality suite" the night before its conference at the L'Enfant Plaza Hotel. Federal agency employees, as well as employees of the Federal grantee/contractor and non-agency persons are invited.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal grantee/contractor

Q = To whom will the food and beverages be provided?
A = Federal agency employees, Federal grantee/contractor employees, and others

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2:

Apply the test for a Federal grantee/contractor providing food or beverages at a conference or meeting.

Q = Are the food and beverages provided incident to a work-related event?
A = Yes

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are the food and beverages incident to the conference or meeting and not directly related to amusement and/or social events?
A = No

This scenario fails the test because food and beverages must not be directly related to amusement or social events. Although the conference is work-related, the hospitality suite is purely a "social event." Therefore, food and beverages **may not** be provided with Federal grantee/contractor funds.

Example #6 OJP sponsors an all-day event at the L'Enfant Plaza Hotel. Federal agency employees as well as non-agency persons are invited, and various policy topics are discussed. Time is allotted at the end of the day for a networking reception during which food and beverages are offered.

Step 1: Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Mixed group of Federal agency employees and non-agency participants

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2: Apply the test for a Federal agency providing food or beverages at a conference or meeting.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are food and beverages incidental to part of a formal meeting or conference that is concerned with the functions or activities for which the appropriation is made or that will contribute to improved conduct, supervision, or management of the agency's functions or activities?
A = Yes

Q = Are the food and beverages incidental to the conference or meeting and necessary to the employees' full participation in the conference or meeting?
A = No

Q = If an employee does not participate in the food or beverages, will he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the conference or meeting?
A = No. Although essential information is being offered during the day, it is not being offered during the networking reception. If an employee misses the networking reception, he or she will not miss information that was essential to the conference or meeting.

This scenario <u>does not</u> qualify under the conference or meeting exception because the employee will not miss essential information if he or she does not participate in the networking reception. Therefore, the food and beverages cannot be provided with Federal funds. NOTE: Food and beverages may be provided at other times during the conference or meeting if the proper tests are met. Please refer to Example #1.

Example #7 Federal grantee/contractor sponsors an all-day event at the L'Enfant Plaza Hotel. Federal agency employees as well as Federal grantee/contractor employees and non-agency persons are invited, and various policy topics are discussed. Time is allotted at the end of the day for a networking reception during which food and beverages are offered.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal grantee/contractor

Q = To whom will the food and beverages be provided?
A = Mixed group of Federal agency employees and non-agency participants

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2:

Apply the test for a Federal grantee/contractor providing food or beverages at a conference or meeting.

Q = Are food and beverages incidental to a work-related event?
A = Yes

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are the food and beverages incidental to the conference or meeting and not directly related to amusement and/or social events?
A = No. Although essential information is being offered during the day, it is not being offered during the networking reception. The networking reception operates as a social function rather than a necessary work-related event.

This scenario **does not** qualify under the Federal grantee/contractor conference or meeting exception because the networking reception is essentially a social event. Therefore, the food and beverages **may not** be provided with Federal grantee/contractor funds, i.e., the refreshment expenses cannot be passed through to the Federal grantee/contractor. The Federal grantee/contractor, however, may pay for food and beverages at the networking opportunity from its own profits. The food and beverages, in this case, raise ethical questions regarding the receipt by Federal employees of "gifts" from outside sources. Please consult your ethics manual in these situations.

Example #8 OJP sponsors a three-day event at the L'Enfant Plaza Hotel. Federal agency employees as well as non-agency persons are invited, and various policy topics are discussed. Registration is held on the first morning of the event at which food and beverages provided.

Step 1: Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Mixed group of Federal agency employees and non-agency participants

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2: Apply the test for a Federal agency providing food or beverages at a conference or meeting.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are food and beverages incidental to part of a formal meeting or conference that is concerned with the functions or activities for which the appropriation is made or that will contribute to improved conduct, supervision, or management of the agency's functions or activities?
A = Yes

Q = Are the food and beverages incidental to the conference or meeting and necessary to the employees' full participation in the conference or meeting?
A = No

Q = If an employee does not participate in the food or beverages, will he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the conference or meeting?
A = No

This scenario <u>does not</u> qualify under the conference or meeting exception, because the employee will not miss essential information if he or she does not participate in the food and beverages provided at registration. Therefore, the food and beverages <u>cannot</u> be provided with Federal funds. [Please also refer to Example #8]

Example #9 A Federal grantee/contractor sponsors a three-day event at the L'Enfant Plaza Hotel. Federal agency employees as well as government contractor employees and non-agency persons are invited, and various policy topics are discussed. Registration is held on the first morning of the event at which food and beverages are provided.

Step 1: Q = Who is the entity providing the food and beverage?
A = Federal grantee/contractor

Q = To whom will the food and beverages be provided?
A = Mixed group of Federal agency employees and non-agency participants

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2: Apply the test for a Federal grantee/contractor providing food or beverages at a conference or meeting.

Q = Are food and beverages incidental to a work-related event?
A = Yes

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are the food and beverages incidental to the conference or meeting and not directly related to amusement and/or social events?
A = Yes

This scenario qualifies under the Federal grantee/contractor conference or meeting exception, because the costs are reasonable and the food and beverages are offered in conjunction with registration, which is a work-related event. Therefore, the food and beverages may be provided with Federal grantee/contractor funds.

Example #10 OJP sponsors a three-day event at the L'Enfant Plaza Hotel. Federal agency employees as well as non-agency persons are invited, and various policy topics are discussed. A mid-morning break with coffee and danishes is offered each morning after the conference sessions have begun.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Mixed group of Federal agency employees and non-agency participants

Q = Under what conditions will the food and beverages be provided?
A = Conference or meeting

Step 2:

Apply the test for a Federal agency providing food or beverages at a conference or meeting.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are food and beverages incidental to part of a formal meeting or conference that is concerned with the functions or activities for which the appropriation is made or that will contribute to improved conduct, supervision, or management of the agency's functions or activities?
A = Yes

Q = Are the food and beverages incidental to the conference or meeting and necessary to the employees' full participation in the conference or meeting?
A = Yes

Q = If an employee does not participate in the food or beverages, will he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the conference or meeting?
A = Yes

This scenario qualifies under the conference or meeting exception, because the employee will miss essential information if he or she does not participate in the short morning breaks, but rather leaves the conference area to obtain food or beverages. Therefore, the morning breaks <u>may</u> be provided with Federal funds.

RETREATS:

Example #11 OJP sponsors an all-day event at the Rockwood Manner in Potomac, Maryland that includes a working lunch and breaks at which food and beverages are offered. Only OJP employees are invited, and the topic of discussion is agency strategic planning and management.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Federal agency employees, exclusively

Q = Under what conditions will the food and beverages be provided?
A = Federal employee retreat within the official duty station of the employees. This event is <u>not</u> a conference or meeting because only Federal agency (OJP) employees are participating and because the topic involves policy and management issues of the agency.

Step 2:

Apply the test for a Federal agency providing food or beverages at a Federal employee retreat.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are food and beverages incidental to part of a formal retreat that is concerned with the functions or activities for which the appropriation is made or that will contribute to improved conduct, supervision, or management of the agency's functions or activities?
A = Yes

Q = Are the food and beverages incidental to the retreat and necessary to the employees' full participation in the retreat?
A = Yes

Q = If an employee does not participate in the food or beverages, will he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the retreat?
A = Yes - where a speaker provides essential information during the luncheon, and the food and beverages offered during the breaks are necessary to enable participants to be in attendance during all presentations of essential information.

Q = Is the retreat outside the employees' official duty station?
A = No - the Rockwood Manner is within the District of Columbia official duty station.

This retreat is held in Montgomery County, which is within the employees' official duty station. Therefore, food and beverages cannot be provided with Federal funds.

Example #12 OJP sponsors an all-day event at a location in Annapolis, Maryland. The event includes a working lunch and breaks at which food and beverages are offered. Only OJP employees are invited, and the topic of discussion is agency strategic planning and management.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Federal agency employees, exclusively

Q = Under what conditions will the food and beverages be provided?
A = Federal employee retreat within the official duty station of the employees. This event is not a conference or meeting because only Federal agency (OJP) employees are participating and because the topic involves policy and management issues of the agency.

Step 2:

Apply the test for a Federal agency providing food or beverages at a Federal employee retreat.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are food and beverages incidental to part of a formal retreat that is concerned with the functions or activities for which the appropriation is made or that will contribute to improved conduct, supervision, or management of the agency's functions or activities?
A = Yes

Q = Are the food and beverages incidental to the retreat and necessary to the employees' full participation in the retreat?
A = Yes

Q = If an employee does not participate in the food or beverages, will

he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the retreat?
A = Yes - where a speaker provides essential information during the luncheon, and the food and beverages offered during the breaks are necessary to enable participants to be in attendance during all presentations of essential information.

Q = Is the retreat outside the employees' official duty station?
A = Yes - the Annapolis area is not within the District of Columbia official duty station.

Because this retreat is held in Annapolis, which is not within the employees' official duty station, food and beverages may be provided with Federal funds. Anyone receiving per diem allowance or reimbursement, however, must deduct the cost of the lunch from his or her per diem allowance or reimbursement.

TRAINING

Example #13 OJP sponsors a training session to train OJP employees at the L'Enfant Plaza Hotel. The full day training session includes a working lunch and breaks at which food and beverages are offered.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Federal agency employees, exclusively

Q = Under what conditions will the food and beverages be provided?
A = Training session

Step 2:

Apply the test for a Federal agency providing food or beverages at a Federal employee training session.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are the food and beverages part of a formal training session that is concerned with the functions or activities for which the appropriations is made, or that is for the purpose of providing education in a field that will improve individual and organizational performance and assist in achieving the agency's mission and performance goals?
A = Yes

Q = Are the food and beverages necessary to achieving the objectives of the training program, i.e., is the food necessary in order for the employees to obtain the full benefit of the training the employees' full participation in the training session?
A = Yes

Q = If an employee does not participate in the meal or break session, will he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the training?
A = Yes - where a speaker provides essential information during the luncheon, and the food and beverages offered during the breaks are necessary to enable participants to be in attendance during all presentations of essential information.

This scenario meets all prongs of the test, therefore, food and beverages may be provided with Federal funds. Note: when an activity can be classified as a training session rather than a retreat, the inquiry concerning "official duty station" is not necessary.

Example #14 OJP sponsors an all-day event to train OJP employees and Federal grantee/contractor employees at the L'Enfant Plaza Hotel. The event includes a working lunch and breaks at which food and beverages are offered.

Step 1:

Q = Who is the entity providing the food and beverage?
A = Federal agency

Q = To whom will the food and beverages be provided?
A = Federal agency employees and non-agency employees

Q = Under what conditions will the food and beverages be provided?
A = Meeting or conference. Note that this event is not a "training" session as defined under 5 U.S.C. § 4101. Because this is a formal event of interest to OJP and non-OJP participants, it qualifies as a meeting or conference. The meeting or conference test may be applied.

Step 2:

Apply the test for a Federal agency providing food or beverages at a conference or meeting.

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = Are the food and beverages incidental to part of a formal meeting

or conference that is concerned with the functions or activities for which the appropriation is made, or that will contribute to improved conduct, supervision, or management of the agency's functions or activities?
A = Yes

Q = Are the food and beverages incidental to the conference or meeting and necessary to the employees' full participation in the conference or meeting?
A = Yes

Q = If an employee does not participate in the food or beverages, will he or she be absent from essential discussions, lectures, or speeches concerning the purpose of the conference or meeting?
A = Yes - where a speaker provides essential information during the luncheon, and the food and beverages offered during the breaks are necessary to enable participants to be in attendance during all presentations of essential information.

This scenario meets all prongs of the test, therefore, food and beverages <u>may</u> be provided with Federal funds.

Example #15 A Federal grantee/contractor sponsors a training session for its own employees, Federal agency employees and non-agency participants at the L'Enfant Plaza Hotel. The training session includes a working lunch and breaks at which food and beverages are offered.

Step 1: Q = Who is the entity providing the food and beverage?
A = Federal grantee/contractor

Q = To whom will the food and beverages be provided?
A =Mixed group of grantee/contractor employees, Federal agency employees and non-agency participants

Q = Under what conditions will the food and beverages be provided?
A = Training session

Step 2: Apply the test for a Federal grantee/contractor providing food or beverages at a training session.

Q = Are the food and beverages provided incident to a work-related event?
A = Yes

Q = Are the costs of the food and beverages reasonable?
A = We will assume the costs are reasonable

Q = The food and beverages incidental to the training and not directly related to amusement and/or social events?
A = Yes

This scenario meets all components of the test, therefore, food and beverages **may** be provided with Federal grantee/contractor funds. Note: If some Federal agency employees are invited to attend this training, the presence of Federal employees does not prevent the Federal grantee/contractor from providing food and beverages under it's three-part test.

EXHIBIT 3

Allocation to the Fiscal Agent and each of the Sub-Recipients

ARRA BYRNE LOCAL SOLICITATION GRANT
CITY OF LAS VEGAS AS FISCAL AGENT

4 YEAR BUDGET BREAKDOWN

A. PERSONNEL

Jurisdiction Name	SALARIES Job Title	Grade or Calculation	Year 1	Year 2	Year 3	Year 4	Total
HendPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
LVMPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
MesquitePD	Court Clerk PTH	$12.57*988 hrs	$12,419.16	$13,040.12	$13,692.12	$14,376.73	$53,528.13
NLVPD	Accountant (part-time)		$26,800.00	$26,800.00	$0.00	$0.00	$53,600.00
Clark County DA	Deputy District Attorney	$32.75/hr * 2100 hours/year	$68,547.58	$78,143.52	$0.00	$0.00	$146,691.10
CC CCSD Summer S	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC LSSNGTF	Safety Specialists PTH - Late Night Solutions	12*$14/hr*400hrs	$67,200.00	$69,216.00	$71,292.48	$73,431.25	$281,139.73
CC LSSNGTF	Outreach Specialists PTH - Back on Track	3*$15/hr*800hrs	$36,000.00	$37,080.00	$38,192.40	$39,338.17	$150,610.57
CC Project REAL	Project Real Executive Director	8.33% of $60,000 per year salary	$4,999.98	$5,000.00	$0.00	$0.00	$9,999.98
CC Project REAL	Project Real Program Manager	13.51% of $54,000 per year salary	$7,299.99	$7,300.00	$0.00	$0.00	$14,599.99
CC Project REAL	Project Real Executive Assistant	13.33% of $30,000 per year salary	$4,000.00	$4,000.00	$0.00	$0.00	$8,000.00
CC Project REAL	Court Tour Coordinator position	8.33% of $12,000 per year salary	$999.96	$999.96	$0.00	$0.00	$1,999.92
CC Project REAL	Teacher stipends	15 teachers * $100	$1,500.00	$1,500.00	$0.00	$0.00	$3,000.00
CC Nevada Child See	Executive Director	$58,543 salary through Dec. 31, 2009 with 5% performance increase each calendar year 30.7% Education and 19% Case Mangement	$29,085.98	$30,540.28	$32,067.29	$0.00	$91,693.54
CC Nevada Child See	Operating Officer	$43,680 salary through Dec. 31, 2009 with 5% performance increase each year. This position works 19.25% in Case Management and 19% in Education	$16,706.99	$17,542.34	$18,419.45	$0.00	$52,668.78
CC Nevada Child See	Case Manager	51.5% of $38,270 through Dec. 31, 2009 with 3% performance increase each calendar year	$19,709.51	$20,300.79	$20,909.82	$0.00	$60,920.12
CLV-MC	Office Specialist II - JET Program	CC25 - Step 2	$39,232.20	$42,370.78	$45,760.44	$49,421.27	$176,784.69
CLV-MC	Office Specialist II - JET Program	CC25 - Step 2	$39,232.20	$42,370.78	$45,760.44	$49,421.27	$176,784.69
CLV-LS	Sr. Professional - Paralegal PTE (19 hours/week)	($20/hr * 988hrs/yr) +3% CoLA for Years 2-4 HY08	$19,760.00	$20,352.80	$20,963.38	$21,592.29	$82,668.47
		Subtotal	***$393,493.55***	***$416,557.36***	***$307,057.83***	***$247,580.99***	***$1,364,689.72***

B. FRINGE BENEFITS

	JobTitle	% (Benefits)	Year 1	Year 2	Year 3	Year 4	Total
HendPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
LVMPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
MesquitePD	Court Clerk PTH	15.00%	$1,862.87	$1,956.02	$2,053.82	$2,156.51	$8,029.22
NLVPD	Accountant (part-time)	$27,388 in benefits * 50 (half-time) * 2 years	$13,694.00	$13,694.00	$0.00	$0.00	$27,388.00
Clark County DA	Deputy District Attorney	25.05% plus $10,500 per year in medical benefits	$27,671.17	$30,074.95	$0.00	$0.00	$57,746.12
CC CCSD Summer School Diversion	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC LSSNGTF	Hourly Positions - Late Night Solutions	$420/person per year (7.5% benefits) * 12 people	$5,040.00	$5,191.20	$5,346.94	$5,507.34	$21,085.48
CC LSSNGTF	Hourly Positions - Back on Track	$900/person (7.5% benefits) per year * 3 people	$2,700.00	$2,781.00	$2,864.43	$2,950.36	$11,295.79
CC Project REAL	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC Nevada Child See	Cell Stipend	Case Mgr & ED 100%	$900.00	$900.00	$900.00	$0.00	$2,700.00
CC Nevada Child See	Cell Stipend	Oper. Mgr.	$119.48	$0.00	$0.00	$0.00	$119.48
CC Nevada Child See	Health Care Premium	ED, Oper. Mgr. $9,600 per year Amt. Not covered by other funding sources	$1,993.00	$972.00	$972.00	$0.00	$3,937.00
CLV-MC	Office Specialist II - JET Program	61.00%	$23,931.64	$25,846.17	$27,913.87	$30,146.98	$107,838.66
CLV-MC	Office Specialist II - JET Program	61.00%	$23,931.64	$25,846.17	$27,913.87	$30,146.98	$107,838.66
CLV-LS	Sr. Professional - Paralegal PTE (19 hours/week)	15.00%	$2,964.00	$3,052.92	$3,144.51	$3,238.84	$12,400.27
		Subtotal	***$104,807.81***	***$110,314.44***	***$71,109.43***	***$74,147.01***	***$360,378.68***

C. TRAVEL (if any)

	Purpose/Location, etc.	Computation	Year 1	Year 2	Year 3	Year 4	Total
HendPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
LVMPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
MesquitePD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
NLVPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
Clark County DA	Deputy District Attorney	Travel, lodging, per diem, training fees, and/or mileage for seminars on child pandering topics	$2,500.00	$2,500.00	$0.00	$0.00	$5,000.00
CC CCSD Summer S	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC LSSNGTF	Travel to Gang Training	Round trip airfare, lodging, and per diems to OJJDP gang training from Las Vegas, NV to Atlanta, GA	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$10,000.00
CC Project REAL	School bus trips from school to court for tours	$240 per round trip using CCSD busses for six trips	$1,440.00	$1,440.00	$0.00	$0.00	$2,880.00
CC Nevada Child See	Mileage	.55 per mile based on past year usage (6650 miles) for staff and volunteers to deliver programs and not covered by other funding sources.	$3,657.50	$3,657.50	$3,657.50	$0.00	$10,972.50
CC Nevada Child See	OJJDP NCMEC Training	In 2009 Reno, NV other years TBD - Round Trip Airfare, lodging and per diem for training	$500.00	$500.00	$500.00	$0.00	$1,500.00
CC Nevada Child See	radKIDS Training	Springfield Mass. Registration, airfare, lodging, and per diem for annual training	$1,200.00	$1,200.00	$0.00	$0.00	$2,400.00
CLV OAS	Required trip to DC	Roundtrip from LV to Wash. DC $808 * 3 people	$1,616.00	$1,616.00	$1,616.00	$1,616.00	$6,464.00
CLV OAS	Required trip to DC	Lodging for 2 people for 3 nights ($233/night)	$1,398.00	$1,398.00	$1,398.00	$1,398.00	$5,592.00
CLV OAS	Required trip to DC	Meals and Per Diem ($64) for 2 people for 3 days	$384.00	$384.00	$384.00	$384.00	$1,536.00
CLV OAS	Required trip to DC	Ground Transportation	$384.00	$384.00	$384.00	$384.00	$1,536.00
CLV OAS	Required trip to Regional Meeting	Roundtrip from LV to San Francisco, CA $808 * 3 people	$1,616.00	$1,616.00	$1,616.00	$1,616.00	$6,464.00
CLV OAS	Required trip to Regional Meeting	Lodging for 2 people for 3 nights ($233/night)	$1,398.00	$1,398.00	$1,398.00	$1,398.00	$5,592.00
CLV OAS	Required trip to Regional Meeting	Meals and Per Diem ($64) for 2 people for 3 days	$384.00	$384.00	$384.00	$384.00	$1,536.00
CLV OAS	Required trip to Regional Meeting	Ground Transportation	$384.00	$384.00	$384.00	$384.00	$1,536.00
		Subtotal	***$19,361.50***	***$19,361.50***	***$14,221.50***	***$10,064.00***	***$63,008.50***

	D. EQUIPMENT	Computation	Year 1	Year 2	Year 3	Year 4	Total
HendPD	Magazines $75	$75 per magazine * 24 officers	$1,800.00	$0.00	$0.00	$0.00	$1,800.00
HendPD	Taser & holster $809	$809 * 24 officers	$19,416.00	$0.00	$0.00	$0.00	$19,416.00
HendPD	Taser cartridge $35	$35 * 24 officers	$840.00	$0.00	$0.00	$0.00	$840.00
HendPD	Laptop $4500	$4500 * 24 officers	$108,000.00	$0.00	$0.00	$0.00	$108,000.00
HendPD	Laptop license $4000	$4000 * 24 officers	$96,000.00	$0.00	$0.00	$0.00	$96,000.00
HendPD	Riot Helmet/shield/bag (Balistic)	$284 * 24 officers	$6,816.00	$0.00	$0.00	$0.00	$6,816.00
HendPD	Uniform/flat/hat badge	$150 * 24 officers	$3,600.00	$0.00	$0.00	$0.00	$3,600.00
HendPD	Camera/media/bag	$150 * 24 officers	$3,600.00	$0.00	$0.00	$0.00	$3,600.00
HendPD	Raid Jacket	$30 * 24 officers	$720.00	$0.00	$0.00	$0.00	$720.00
HendPD	Radio /holder $2500	$2500 * 24 officers	$60,000.00	$0.00	$0.00	$0.00	$60,000.00
HendPD	Radio fees $1800	$1800 * 24 officers	$43,200.00	$0.00	$0.00	$0.00	$43,200.00
HendPD	Ballistic Vest	$600 * 24 officers	$14,400.00	$0.00	$0.00	$0.00	$14,400.00
HendPD	Gas mask/cartridge $284	$284 * 24 officers	$6,816.00	$0.00	$0.00	$0.00	$6,816.00
HendPD	Narco Pouch Kit (ODV)	$20 * 24 officers	$480.00	$0.00	$0.00	$0.00	$480.00
HendPD	Traffic Vest	$30 * 24 officers	$720.00	$0.00	$0.00	$0.00	$720.00
HendPD	Citation Holder	$20 * 24 officers	$480.00	$0.00	$0.00	$0.00	$480.00
HendPD	Ball Cap	$15 * 15 officers	$225.00	$0.00	$0.00	$0.00	$225.00
HendPD	Laptops	$4500 * 30 officers	$135,000.00	$0.00	$0.00	$0.00	$135,000.00
LVMPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
MesquitePD	Smart Board for court house	1 * $3295	$2,395.00	$0.00	$0.00	$0.00	$2,395.00
MesquitePD	Flat Screen TV for courtroom	2 * $1000	$2,000.00	$0.00	$0.00	$0.00	$2,000.00
MesquitePD	DVD/VCR player for courtroom	1 * $500	$500.00	$0.00	$0.00	$0.00	$500.00
MesquitePD	Sound System for courtroom	1 * $2000	$2,000.00	$0.00	$0.00	$0.00	$2,000.00
MesquitePD	Recording System for courtroom	1 * $10000	$10,000.00	$0.00	$0.00	$0.00	$10,000.00
MesquitePD	Courtview Software	$25000 for software plus $2000 for site licenses for each subsequent year	$25,000.00	$2,000.00	$2,000.00	$2,000.00	$31,000.00
MesquitePD	Prolaw Software	$25000 for software plus $2000 for site licenses for each subsequent year	$25,000.00	$2,000.00	$2,000.00	$2,000.00	$31,000.00
MesquitePD	Whiz-net Program	$180/monthy	$2,160.00	$2,160.00	$2,160.00	$2,160.00	$8,640.00
MesquitePD	Police vehicles	1 per year for 3 years @ $27000 each	$27,000.00	$27,000.00	$27,000.00	$0.00	$81,000.00
MesquitePD	Police vehicle police equipment	1 per year for 3 years @ $8500 each	$8,500.00	$8,500.00	$8,500.00	$0.00	$25,500.00
MesquitePD	Police uniforms and gear	1 per year for 4 years @ $1200 each	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$4,800.00

NLVPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
Clark County DA	Desk	Clark County Estimate	$2,915.10	$0.00	$0.00	$0.00	$2,915.10
Clark County DA	Executive Chair	Clark County Estimate	$642.50	$0.00	$0.00	$0.00	$642.50
Clark County DA	2 Side Chairs	Clark County Estimate 2*$336.20 for two chairs	$672.40	$0.00	$0.00	$0.00	$672.40
Clark County DA	Bookcase	Clark County Estimate	$1,196.45	$0.00	$0.00	$0.00	$1,196.45
Clark County DA	5/Dr Lateral File Cabinet	Clark County Estimate	$808.33	$0.00	$0.00	$0.00	$808.33
Clark County DA	HP EliteBook 2730p Notebook PC	Clark County Estimate	$1,733.00	$0.00	$0.00	$0.00	$1,733.00
Clark County DA	HP 2700 Series Ultra-Slim Expansion Base w/7mm DVD	Clark County Estimate	$246.00	$0.00	$0.00	$0.00	$246.00
Clark County DA	Dell USB 2-button Optial Mouse w/Scroll	Clark County Estimate	$14.39	$0.00	$0.00	$0.00	$14.39
Clark County DA	Dell Ultra Sharp 1908 FP Black w/Adj Stand 19"	Clark County Estimate	$187.00	$0.00	$0.00	$0.00	$187.00
Clark County DA	Enhanced Multimedia Keyboard	Clark County Estimate	$19.19	$0.00	$0.00	$0.00	$19.19
Clark County DA	Targus Neoprene Slip Case	Clark County Estimate	$19.00	$0.00	$0.00	$0.00	$19.00
Clark County DA	HP Li-Ion 6-Cell Ultra-Slim Battery for 2700 Series	Clark County Estimate	$147.00	$0.00	$0.00	$0.00	$147.00
Clark County DA	HP 1-Bay Battery Charging Station	Clark County Estimate	$130.00	$0.00	$0.00	$0.00	$130.00
Clark County DA	Printer - HP LaserJet P2035n	Clark County Estimate	$253.57	$0.00	$0.00	$0.00	$253.57
CC CCSD Summer School Diversion	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC LSSNGTF	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC Project REAL	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC Nevada Child Seekers	Desktop Computer	Year 1 includes special case management software	$2,500.00	$2,073.27	$2,073.27	$0.00	$6,646.54
CLV-MC	Code Corp Barcode Reader	$500 * 27 readers	$13,500.00	$0.00	$0.00	$0.00	$13,500.00
CLV-MC	Code Corp Barcode Printers	$700 * 27 readers	$18,900.00	$0.00	$0.00	$0.00	$18,900.00
CLV-D&E	Telephone w/ 2 lines	4 * $200	$800.00	$0.00	$0.00	$0.00	$800.00
CLV-D&E	Cellular for field work	4 * $150	$600.00	$0.00	$0.00	$0.00	$600.00
CLV-D&E	Land line service	4 * $45/mo * 4yr * 12mo	$8,640.00	$8,640.00	$8,640.00	$8,640.00	$34,560.00
CLV-LS	HP color laser 4700n	$ 1259 for network printer	$1,259.00	$0.00	$0.00	$0.00	$1,259.00
CLV-LS	Fujitsu 6130 Portable Scanner to convert hard copy legal documents into .pdf and .tif electronic documents	3 Fujitsu 6130 Document Scanners ($1,111.35*3) plus tchnical support (3*368.28) plus shipping charges ($25) plus Abby Reader professional OCR software ($399)	$4,862.89	$0.00	$0.00	$0.00	$4,862.89
		Subtotal	***$667,913.82***	***$53,573.27***	***$53,573.27***	***$16,000.00***	***$791,060.36***

	E. SUPPLIES	Computation	Year 1	Year 2	Year 3	Year 4	Total
HendPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
LVMPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
MesquitePD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
NLVPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
Clark County DA	VLA Office 2007 WIN	Price quote from Clark County DA IT	$245.19	$245.19	$0.00	$0.00	$490.38
Clark County DA	VLA ONENOTE License/Software Assurance	Price quote from Clark County DA IT	$63.89	$63.89	$0.00	$0.00	$127.78
Clark County DA	VLA SYSTEM Center Configuration Manager Client Management Lic	Price quote from Clark County DA IT	$34.03	$34.03	$0.00	$0.00	$68.06
Clark County DA	VLA SQL Client User WIN 32/64 Bit Lic/Software Assurance	Price quote from Clark County DA IT	$134.89	$134.89	$0.00	$0.00	$269.78
Clark County DA	VLA OFFICE Sharepoint User Client Lic/Software Assurance	Price quote from Clark County DA IT	$77.60	$77.60	$0.00	$0.00	$155.20
Clark County DA	VLA Exchange STD User Cal License/Software Assurance	Price quote from Clark County DA IT	$55.57	$55.57	$0.00	$0.00	$111.14
Clark County DA	VLA Forefront Security Exchange Server Monthly Subscription	Price quote from Clark County DA IT	$4.32	$4.32	$0.00	$0.00	$8.64
Clark County DA	VLA Windows Servier User Client Lic/Software Assurance	Price quote from Clark County DA IT	$23.99	$23.99	$0.00	$0.00	$47.98
Clark County DA	Norton Antivirus (per license - 10 minimum)	Price quote from Clark County DA IT	$38.00	$38.00	$0.00	$0.00	$76.00
Clark County DA	VLA ACROBAT 9 Pro Win Lic	Price quote from Clark County DA IT	$187.36	$187.36	$0.00	$0.00	$374.72
Clark County DA	ACROBAT 9 Pro Win DVSET Media Only	Price quote from Clark County DA IT	$25.00	$25.00	$0.00	$0.00	$50.00
Clark County DA	PAPERPORT Pro 11.0 SLA/Academic State & Local Govt. Academic	Price quote from Clark County DA IT	$152.52	$152.52	$0.00	$0.00	$305.04
Clark County DA	GOVT Reflection HP W/NSVT MS 32	Price quote from Clark County DA IT	$186.15	$186.15	$0.00	$0.00	$372.30
CC CCSD Summer S	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00

CC LSSNGTF	Uniforms	Staff and student uniforms (polo shirts, sweatsuits, and/or jacket)	$1,075.00	$1,075.00	$1,075.00	$1,075.00	$4,300.00
CC LSSNGTF	Office Supplies	Supplies estimated at $350/year at 4 sites	$1,400.00	$1,400.00	$1,400.00	$1,400.00	$5,600.00
CC LSSNGTF	Miscellaneous Food Supplies	Healthy snacks and beverages provided for youth	$2,200.00	$2,200.00	$2,200.00	$2,200.00	$8,800.00
CC Project REAL	printing and postage	$16,000 in printing and postage costs were incurred last year	$2,260.00	$2,260.00	$0.00	$0.00	$4,520.00
CC Project REAL	Teacher Training Materials	Training materials, including reproducible handouts for use by students	$2,500.00	$2,500.00	$0.00	$0.00	$5,000.00
CC Nevada Child See	radKIDS Equipment		$7,500.00	$6,000.00	$0.00	$0.00	$13,500.00
CC Nevada Child See	Shout Out Loud Activity Kits		$8,000.00	$7,264.36	$0.00	$0.00	$15,264.36
CC Nevada Child See	Printing/Copying		$1,414.78	$1,414.78	$1,414.80	$0.00	$4,244.36
CC Nevada Child See	Portfolios		$5,198.28	$5,198.28	$0.00	$0.00	$10,396.56
CLV-MC	Code Corp Barcode Reader Printer Labels	$250 for 12 rolls of 1100 labels each @ 12 rolls/month	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$12,000.00
CLV-LS	Copy paper, toner, classification folders, etc.	Classification folders, copy paper, toner, etc. estimated at $200/month per year for 4 years ($200*12=$2,400 per year)	$2,400.00	$2,400.00	$2,400.00	$2,400.00	$9,600.00
		Subtotal	***$38,176.57***	***$35,940.93***	***$11,489.80***	***$10,075.00***	***$95,682.30***
	F. CONSTRUCTION	**Not Applicable**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		Subtotal	***$0.00***	***$0.00***	***$0.00***	***$0.00***	***$0.00***

	G. CONTRACTUAL	Computation	Year 1	Year 2	Year 3	Year 4	Total
HendPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
LVMPD	ISAT Project Contract for the ESRI deliverables		$500,000.00	$0.00	$0.00	$0.00	$500,000.00
LVMPD	Motorola RMS Application Software	NetRMS Tier 1 server license for 500-1000 users and NetRMS Client License per concurrent user for 500, with implementation and installation	$900,000.00	$0.00	$0.00	$0.00	$900,000.00
MesquitePD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
NLVPD	Citation & Crash/Collision		$539,950.00	$0.00	$0.00	$0.00	$539,950.00
NLVPD	Motorola AFIS		$0.00	$518,700.00	$0.00	$0.00	$518,700.00
Clark County DA	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC CCSD Summer School Diversion	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC LSSNGTF	Professional Services	Guest Speakers contracts and/or honorariums	$4,500.00	$3,500.00	$3,500.00	$3,500.00	$15,000.00
CC Project REAL	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC Nevada Child Seekers	Accounting	Grant Mgmt. and acct. not covered by other funding sources	$5,400.00	$5,400.00	$2,246.54	$0.00	$13,046.54
CC Nevada Child Seekers	radKIDS Certification	Bring Local Cert. Training to Clark County portion not covered by other sources of total $13,000	$2,964.36	$0.00	$0.00	$0.00	$2,964.36
CLV-MC	Nevsys Desktop Interface development for E-Cite project	$10,000 one time cost based on quote	$10,000.00	$0.00	$0.00	$0.00	$10,000.00
CLV-MC	Nevsys Annual Software Maintenance for E-Cite Project	$1000/yr * 4 yrs	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$4,000.00
CLV-MC	Nevsys Desktop Interface development for Case Management System barcode and printers	$1,000 one time cost based on quote	$1,000.00	$0.00	$0.00	$0.00	$1,000.00
CLV-MC	IS/Technology Consultant	Projected cost of $150/hour for 318 hours spread over the first two years of the project	$23,850.00	$23,850.00	$0.00	$0.00	$47,700.00
CLV-MC	Bilingual Instructor	Contract @ $25,000/year	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$100,000.00
CLV-MC	Bilingual Clinician	Contract @ $50,000/year	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$200,000.00
CLV-MC	Bilingual Clerical Support Technician	Contract @ $20,160/year	$20,160.00	$20,160.00	$20,160.00	$20,160.00	$80,640.00
CLV LS	Senior Law - Asset Protection Attorney	Contract @ $50,000/year	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$200,000.00
CLV LS	Senior Law - Abuse Neglect Attorney	Contract @ $50,000/year	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$200,000.00
		Subtotal	***$2,183,824.36***	***$747,610.00***	***$201,906.54***	***$199,660.00***	***$3,333,000.90***

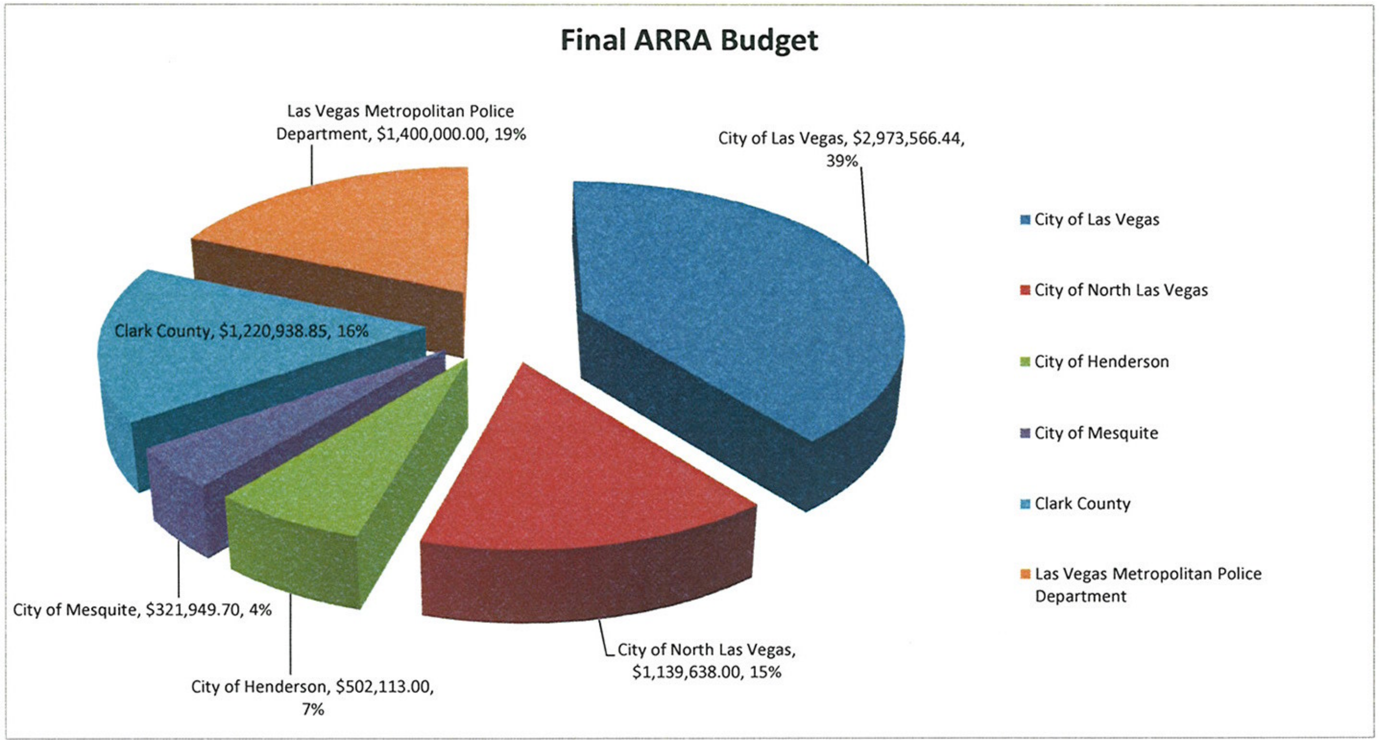
	H. OTHER COSTS	Computation	Year 1	Year 2	Year 3	Year 4	Total
HendPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
LVMPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
MesquitePD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
NLVPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
Clark County DA	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC CCSD Summer School Diversion	credit costs for students to attend summer school	$100 per 1/2 credit * 75 half credits	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$30,000.00
CC LSSNGTF	Awards and Incentives	Includes award certificates, gift cards, bus passes, etc.	$2,450.00	$2,450.00	$2,450.00	$2,450.00	$9,800.00
CC LSSNGTF	Program Activities	Costs to fund camps at Lee Canyon and 3 sites: Walnut, Cambridge, and Pearson	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$10,000.00
CC LSSNGTF	Event Entry Fees	$1,500 per site * 3 sites for field trips and other activities	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$18,000.00
CC Project REAL	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CC Nevada Child Seekers	Utilities	Based on historic annual costs. Portion requested are costs not funded by other grants.	$8,295.08	$8,295.08	$8,295.10	$0.00	$24,885.26
CC Nevada Child Seekers	Insurance	Based on historic annual costs. Portion requested are costs not funded by other grants.	$8,039.63	$8,039.63	$8,039.64	$0.00	$24,118.90
CC Nevada Child Seekers	Rent - Office Space	Portion of 1,600 Sq. Ft. Facility not covered by other sources of funding	$10,817.18	$10,816.18	$10,817.54	$0.00	$32,450.90
CLV NS	Rental Assistance	$700/mo for 3 months X 40 participants/yr	$84,000.00	$84,000.00	$84,000.00	$84,000.00	$336,000.00
CLV NS	Utility Assistance	$400 per quarter X 10 participants/qtr	$16,000.00	$16,000.00	$16,000.00	$16,000.00	$64,000.00
CLV NS	Birth Certificates, Identification and Work Cards	($25/BC + $12/ID + $10/Health + $20/Tam) * 75/yr	$5,025.00	$5,025.00	$5,025.00	$5,025.00	$20,100.00
CLV D&E	HIV Medication combination treatments per inmate during incarceration and during gap between release and care of physician in society	Estimated at slightly over $21.61/day * 365 days * 15 inmates per day	$118,336.84	$118,336.84	$118,336.84	$118,336.84	$473,347.38
CLV - CA	Investigator Certification Supplies	Estimated at $500 per month per investigator for ammunition, range fees, etc.	$3,000.00	$3,000.00	$3,000.00	$3,000.00	$12,000.00
CLV - CA	Witness Support (food card, bus tokens, phone cards)	Yearly estimate of $2500 in McDonald's Gift Cards plus $1500 in bus tokens plus $500 in phone cards for victims in need of assistance)	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$18,000.00
		Subtotal	***$274,963.73***	***$274,962.73***	***$274,964.12***	***$247,811.84***	***$1,072,702.44***

	I. ADMINISTRATIVE COSTS	Computation	Year 1	Year 2	Year 3	Year 4	Total
HendPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
LVMPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
MesquitePD	Grant Analyst PTH	$12.57*988 hrs	$12,419.16	$13,040.12	$13,692.12	$14,376.73	$53,528.13
MesquitePD	Grant Analyst PTH	15.00%	$1,862.87	$1,956.02	$2,053.82	$2,156.51	$8,029.22
NLVPD	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
Clark County	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
CLV OAS	Adobe Acrobat Professional 9.0 Upgrade	1 * $200 per upgrade	$200.00	$0.00	$0.00	$0.00	$200.00
CLV-MC	PTH Office Specialist - Grant Analyst	HY7 ($17.50/hr * 988 hours/year)	$17,290.00	$17,808.70	$18,342.96	$18,893.25	$72,334.91
CLV-MC	PTH Office Specialist - Grant Analyst	15.00%	$2,593.50	$2,671.31	$2,751.44	$2,833.99	$10,850.24
CLV-LS	PTH Office Specialist - Grant Analyst	HY7 ($17.50/hr * 988 hours/year)	$17,290.00	$17,808.70	$18,342.96	$18,893.25	$72,334.91
CLV-LS	PTH Office Specialist - Grant Analyst	15%	$2,593.50	$2,671.31	$2,751.44	$2,833.99	$10,850.24
CLV OAS	PTH Office Specialist - Grant Analyst	HY7 ($17.50/hr * 988 hours/year)	$17,290.00	$17,808.70	$18,342.96	$18,893.25	$72,334.91
CLV OAS	PTH Office Specialist - Grant Analyst	15%	$2,593.50	$2,671.31	$2,751.44	$2,833.99	$10,850.24
CLV OAS/Fin	PTH Office Specialist - Accounting Tech	HY7 ($17.50/hr * 988 hours/year)	$17,290.00	$17,808.70	$18,342.96	$18,893.25	$72,334.91
CLV OAS/Fin	PTH Office Specialist - Accounting Tech	15%	$2,593.50	$2,671.31	$2,751.44	$2,833.99	$10,850.24
CLV D&E/NS	PTH Office Specialist - Grant Analyst	HY7 ($17.50/hr * 988 hours/year)	$17,290.00	$17,808.70	$18,342.96	$18,893.25	$72,334.91
CLV D&E/NS	PTH Office Specialist - Grant Analyst	15.00%	$2,593.50	$2,671.31	$2,751.44	$2,833.99	$10,850.24
		Subtotal	***$113,899.53***	***$117,396.16***	***$121,217.97***	***$125,169.43***	***$477,683.09***
		TOTAL:	**$3,796,440.87**	**$1,775,716.39**	**$1,055,540.46**	**$930,508.27**	**$7,558,205.99**

	Year 1	Year 2	Year 3	Year 4	TOTAL	
A. PERSONNEL	$393,494	$416,557	$307,057.83	$247,580.99	$1,364,689.72	
B. FRINGE BENEFITS	$104,808	$110,314	$71,109.43	$74,147.01	$360,378.68	
C. TRAVEL	$19,362	$19,362	$14,221.50	$10,064.00	$63,008.50	
D. EQUIPMENT	$667,914	$53,573	$53,573.27	$16,000.00	$791,060.36	
E. SUPPLIES	$38,177	$35,941	$11,489.80	$10,075.00	$95,682.30	
F. CONSTRUCTION	$0	$0	$0.00	$0.00	$0.00	
G. CONTRACTUAL	$2,183,824	$747,610	$201,906.54	$199,660.00	$3,333,000.90	**$7,558,206.00**
H. OTHER COSTS	$274,964	$274,963	$274,964.12	$247,811.84	$1,072,702.44	
I. ADMINISTRATIVE COSTS	$113,900	$117,396	$121,217.97	$125,169.43	$477,683.09	$7,558,205.99
	$3,796,440.87	$1,775,716.39	$1,055,540.46	$930,508.27	$7,558,205.99	**$0.01**

Agency	Department	Description	Year 1	Year 2	Year 3	Year 4	TOTAL	%
City of Las Vegas	Fiscal Agent	Various programs, including full-time, part-time, and contract employees	$772,066.92	$734,715.49	$725,554.37	$741,229.66	$2,973,566.44	39.34%
City of North Las Vegas	Police Department	Computer applications for increased community safety; maintenance of one position.	$580,444.00	$559,194.00	$0.00	$0.00	$1,139,638.00	15.08%
City of Henderson	Police Department	Equipment to be used for 24 new officers hired under the COPS grant and equipment upgrades for existing positions.	$502,113.00	$0.00	$0.00	$0.00	$502,113.00	6.64%
City of Mesquite	Police Department	Police protective equipment, computer software and equipment for the courtroom, and two part-time positions.	$134,319.07	$72,852.27	$74,351.88	$40,426.48	$321,949.70	4.26%
Clark County	Community Resource Management Office, Department of Finance	Funding for non-profit organizations that provide justice-related programs for children and youth.	$407,497.89	$408,954.63	$255,634.20	$148,852.13	$1,220,938.85	16.15%
Las Vegas Metropolitan Police Department	Sub-grantee under the City of Las Vegas	Computer software for increased community safety.	$1,400,000.00	$0.00	$0.00	$0.00	$1,400,000.00	18.52%
			$3,796,440.87	$1,775,716.39	$1,055,540.46	$930,508.27	$7,558,205.99	100.00%
						Total	$7,558,206.00	
						Difference	$0.01	

Agency	Total	Percentage
City of Las Vegas	$2,973,566.44	39.34%
City of North Las Vegas	$1,139,638.00	15.08%
City of Henderson	$502,113.00	6.64%
City of Mesquite	$321,949.70	4.26%
Clark County	$1,220,938.85	16.15%
Las Vegas Metropolitan Police Department	$1,400,000.00	18.52%
	$7,558,206	100.00%


Final ARRA Budget
Las Vegas Metropolitan Police Department, $1,400,000.00, 19%
City of Las Vegas, $2,973,566.44, 39%
Clark County, $1,220,938.85, 16%
City of Mesquite, $321,949.70, 4%
City of Henderson, $502,113.00, 7%
City of North Las Vegas, $1,139,638.00, 15%
City of Las Vegas
City of North Las Vegas
City of Henderson
City of Mesquite
Clark County
Las Vegas Metropolitan Police Department

Agency	Department	Description	Year 1	Year 2	Year 3	Year 4	TOTAL	%
City of Las Vegas	Fiscal Agent	Various programs, including full-time, part-time, and contract employees. Includes funds for LVMPD projects, with Metro as a sub-recipient.	$2,172,066.92	$734,715.49	$725,554.37	$741,229.66	$4,373,566.44	57.87%
City of North Las Vegas	Police Department	Computer applications for increased community safety; maintenance of one position.	$580,444.00	$559,194.00	$0.00	$0.00	$1,139,638.00	15.08%
City of Henderson	Police Department	Equipment to be used for 24 new officers hired under the COPS grant and equipment upgrades for existing positions.	$502,113.00	$0.00	$0.00	$0.00	$502,113.00	6.64%
City of Mesquite	Police Department	Police protective equipment, computer software and equipment for the courtroom, and two part-time positions.	$134,319.07	$72,852.27	$74,351.88	$40,426.48	$321,949.70	4.26%
Clark County	Community Resource Management Office, Department of Finance	Funding for non-profit organizations that provide justice-related programs for children and youth.	$407,497.89	$408,954.63	$255,634.20	$148,852.13	$1,220,938.85	16.15%
			$3,796,440.87	$1,775,716.39	$1,055,540.46	$930,508.27	$7,558,205.99	100.00%

EXHIBIT 4
28 CFR 66.41

must monitor grant and subgrant supported activities to assure compliance with applicable Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function or activity.

(b) *Nonconstruction performance reports.* The Federal agency may, if it decides that performance information available from subsequent applications contains sufficient information to meet its programmatic needs, require the grantee to submit a performance report only upon expiration or termination of grant support. Unless waived by the Federal agency this report will be due on the same date as the final Financial Status Report.

(1) Grantees shall submit annual performance reports unless the awarding agency requires quarterly or semi-annual reports. However, performance reports will not be required more frequently than quarterly. Annual reports shall be due 90 days after the grant year, quarterly or semi-annual reports shall be due 30 days after the reporting period. The final performance report will be due 90 days after the expiration or termination of grant support. If a justified request is submitted by a grantee, the Federal agency may extend the due date for any performance report. Additionally, requirements for unnecessary performance reports may be waived by the Federal agency.

(2) Performance reports will contain, for each grant, brief information on the following:

(i) A comparison of actual accomplishments to the objectives established for the period. Where the output of the project can be quantified, a computation of the cost per unit of output may be required if that information will be useful.

(ii) The reasons for slippage if established objectives were not met.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(3) Grantees will not be required to submit more than the original and two copies of performance reports.

(4) Grantees will adhere to the standards in this section in prescribing performance reporting requirements for subgrantees.

(c) *Construction performance reports.* For the most part, on-site technical inspections and certified percentage-of-completion data are relied on heavily by Federal agencies to monitor progress under construction grants and subgrants. The Federal agency will require additional formal performance reports only when considered necessary, and never more frequently than quarterly.

(d) *Significant developments.* Events may occur between the scheduled performance reporting dates which have significant impact upon the grant or subgrant supported activity. In such cases, the grantee must inform the Federal agency as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

(e) Federal agencies may make site visits as warranted by program needs.

(f) *Waivers, extensions.* (1) Federal agencies may waive any performance report required by this part if not needed.

(2) The grantee may waive any performance report from a subgrantee when not needed. The grantee may extend the due date for any performance report from a subgrantee if the grantee will still be able to meet its performance reporting obligations to the Federal agency.

§ 66.41 Financial reporting.

(a) *General.* (1) Except as provided in paragraphs (a) (2) and (5) of this section, grantees will use only the forms specified in paragraphs (a) through (e) of this section, and such supplementary or other forms as may from time to time be authorized by OMB, for:

(i) Submitting financial reports to Federal agencies, or

(ii) Requesting advances or reimbursements when letters of credit are not used.

(2) Grantees need not apply the forms prescribed in this section in dealing with their subgrantees. However, grantees shall not impose more burdensome requirements on subgrantees.

(3) Grantees shall follow all applicable standard and supplemental Federal agency instructions approved by OMB to the extend required under the Paperwork Reduction Act of 1980 for use in connection with forms specified in paragraphs (b) through (e) of this section. Federal agencies may issue substantive supplementary instructions only with the approval of OMB. Federal agencies may shade out or instruct the grantee to disregard any line item that the Federal agency finds unnecessary for its decisionmaking purposes.

(4) Grantees will not be required to submit more than the original and two copies of forms required under this part.

(5) Federal agencies may provide computer outputs to grantees to expedite or contribute to the accuracy of reporting. Federal agencies may accept the required information from grantees in machine usable format or computer printouts instead of prescribed forms.

(6) Federal agencies may waive any report required by this section if not needed.

(7) Federal agencies may extend the due date of any financial report upon receiving a justified request from a grantee.

(b) *Financial Status Report*—(1) *Form.* Grantees will use Standard Form 269 or 269A, Financial Status Report, to report the status of funds for all nonconstruction grants and for construction grants when required in accordance with § 66.41(e)(2)(iii).

(2) *Accounting basis.* Each grantee will report program outlays and program income on a cash or accrual basis as prescribed by the awarding agency. If the Federal agency requires accrual information and the grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system but shall develop such accrual information through and analysis of the documentation on hand.

(3) *Frequency.* The Federal agency may prescribe the frequency of the report for each project or program. However, the report will not be required more frequently than quarterly. If the Federal agency does not specify the frequency of the report, it will be submitted annually. A final report will be required upon expiration or termination of grant support.

(4) *Due date.* When reports are required on a quarterly or semiannual basis, they will be due 30 days after the reporting period. When required on an annual basis, they will be due 90 days after the grant year. Final reports will be due 90 days after the expiration or termination of grant support.

(c) *Federal Cash Transactions Report*—(1) *Form.* (i) For grants paid by letter or credit, Treasury check advances or electronic transfer of funds, the grantee will submit the Standard Form 272, Federal Cash Transactions Report, and when necessary, its continuation sheet, Standard Form 272a, unless the terms of the award exempt the grantee from this requirement.

(ii) These reports will be used by the Federal agency to monitor cash advanced to grantees and to obtain disbursement or outlay information for each grant from grantees. The format of the report may be adapted as appropriate when reporting is to be accomplished with the assistance of automatic data processing equipment provided that the information to be submitted is not changed in substance.

(2) *Forecasts of Federal cash requirements.* Forecasts of Federal cash requirements may be required in the "Remarks" section of the report.

(3) *Cash in hands of subgrantees.* When considered necessary and feasible by the Federal agency, grantees may be required to report the amount of cash advances in excess of three days' needs in the hands of their subgrantees or contractors and to provide short narrative explanations of actions taken by the grantee to reduce the excess balances.

(4) *Frequency and due date.* Grantees must submit the report no later than 15 working days following the end of each quarter. However, where an advance either by letter of credit or electronic transfer of funds is authorized at an

annualized rate of one million dollars or more, the Federal agency may require the report to be submitted within 15 working days following the end of each month.

(d) *Request for advance or reimbursement*—(1) *Advance payments.* Requests for Treasury check advance payments will be submitted on Standard Form 270, Request for Advance or Reimbursement. (This form will not be used for drawdowns under a letter of credit, electronic funds transfer or when Treasury check advance payments are made to the grantee automatically on a predetermined basis.)

(2) *Reimbursements.* Requests for reimbursement under nonconstruction grants will also be submitted on Standard Form 270. (For reimbursement requests under construction grants, see paragraph (e)(1) of this section.)

(3) The frequency for submitting payment requests is treated in § 66.41(b)(3).

(e) *Outlay report and request for reimbursement for construction programs*—(1) *Grants that support construction activities paid by reimbursement method.* (i) Requests for reimbursement under construction grants will be submitted on Standard Form 271, Outlay Report and Request for Reimbursement for Construction Programs. Federal agencies may, however, prescribe the Request for Advance or Reimbursement form, specified in § 66.41(d), instead of this form.

(ii) The frequency for submitting reimbursement requests is treated in § 66.41(b)(3).

(2) *Grants that support construction activities paid by letter of credit, electronic funds transfer or Treasury check advance.* (i) When a construction grant is paid by letter of credit, electronic funds transfer or Treasury check advances, the grantee will report its outlays to the Federal agency using Standard Form 271, Outlay Report and Request for Reimbursement for Construction Programs. The Federal agency will provide any necessary special instruction. However, frequency and due date shall be governed by § 66.41(b) (3) and (4).

(ii) When a construction grant is paid by Treasury check advances based on periodic requests from the grantee, the advances will be requested on the form specified in § 66.41(d).

(iii) The Federal agency may substitute the Financial Status Report specified in § 66.41(b) for the Outlay Report and Request for Reimbursement for Construction Programs.

(3) *Accounting basis.* The accounting basis for the Outlay Report and Request for Reimbursement for Construction Programs shall be governed by § 66.41(b)(2).

§ 66.42 Retention and access requirements for records.

(a) *Applicability.* (1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or subgrantees which are:

(i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or

(ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see § 66.36(i)(10).

(b) *Length of retention period.* (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and subgrantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or subgrantee.

EXHIBIT 5
OMB Financial Status Report Standard Form 269A

FINANCIAL STATUS REPORT

(Short Form)

(Follow instructions on the back)

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned By Federal Agency	OMB Approval No. **0348-0038**	Page of pages
3. Recipient Organization (Name and complete address, including ZIP code)			
4. Employer Identification Number	5. Recipient Account Number or Identifying Number	6. Final Report ☐ **Yes** ☐ **No**	7. Basis ☐ **Cash** **Accrual**
8. Funding/Grant Period *(See instructions)* From: (Month, Day, Year)	To: (Month, Day, Year)	9. Period Covered by this Report From: (Month, Day, Year)	To: (Month, Day, Year)

10. Transactions:	I Previously Reported	II This Period	III Cumulative
a. Total outlays			0.00
b. Recipient share of outlays			0.00
c. Federal share of outlays	0.00	0.00	0.00
d. Total unliquidated obligations			
e. Recipient share of unliquidated obligations			
f. Federal share of unliquidated obligations			
g. Total Federal share*(Sum of lines c and f)*			0.00
h. Total Federal funds authorized for this funding period			
i. Unobligated balance of Federal funds*(Line h minus line g)*			0.00

11. Indirect Expense				
a. Type of Rate *(Place "X" in appropriate box)*	☐ **Provisional**	☐ **Predetermined**	☐ **Final**	☐ **Fixed**
b. Rate **0.00%**	c. Base	d. Total Amount **$0.00**	e. Federal Share	

12. *Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.*

13. Certification: **I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.**

Typed or Printed Name and Title	Telephone (Area code, number and extension)
Signature of Authorized Certifying Official	Date Report Submitted

FINANCIAL STATUS REPORT

(Short Form)

Public reporting burden for this collection of information is estimated to average 90 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0038), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Please type or print legibly. The following general instructions explain how to use the form itself. You may need additional information to complete certain items correctly, or to decide whether a specific item is applicable to this award. Usually, such information will be found in the Federal agency's grant regulations or in the terms and conditions of the award. You may also contact the Federal agency directly.

Item	Entry
1, 2 and 3.	Self-explanatory.
4.	Enter the Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service.
5.	Space reserved for an account number or other identifying number assigned by the recipient.
6.	Check *yes* only if this is the last report for the period shown in item 8.
7.	Self-explanatory.
8.	Unless you have received other instructions from the awarding agency, enter the beginning and ending dates of the current funding period. If this is a multi-year program, the Federal agency might require cumulative reporting through consecutive funding periods. In that case, enter the beginning and ending dates of the grant period, and in the rest of these instructions, substitute the term "grant period" for "funding period."
9.	Self-explanatory.
10.	The purpose of columns I, II, and III is to show the effect of this reporting period's transactions on cumulative financial status. The amounts entered in column I will normally be the same as those in column III of the previous report in *the same funding period*. If this is the first or only report of the funding period, leave columns I and II blank. If you need to adjust amounts entered on previous reports, footnote the column I entry on this report and attach an explanation.
10a.	Enter total program outlays less any rebates, refunds, or other credits. For reports prepared on a cash basis, outlays are the sum of actual cash disbursements for direct costs for goods and services, the amount of indirect expense charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subrecipients. For reports prepared on an accrual basis, outlays are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the net increase or decrease in the amounts owed by the recipient for goods and other property received, for services performed by employees, contractors, subgrantees and other payees, and other amounts becoming owed under programs for which no current services or performances are required, such as annuities, insurance claims, and other benefit payments.
10b.	Self-explanatory.
10c.	Self-explanatory.
10d.	Enter the total amount of unliquidated obligations, including unliquidated obligations to subgrantees and contractors. Unliquidated obligations on a cash basis are obligations incurred, but not yet paid. On an accrual basis, they are obligations incurred, but for which an outlay has not yet been recorded. Do not include any amounts on line 10d that have been included on lines 10a, b, or c. On the final report, line 10d must be zero.
10e.	f, g, h, h and i. Self-explanatory.
11a.	Self-explanatory.
11b.	Enter the indirect cost rate in effect during the reporting period.
11c.	Enter the amount of the base against which the rate was applied.
11d.	Enter the total amount of indirect costs charged during the report period.
11e.	Enter the Federal share of the amount in 11d.
Note:	If more than one rate was in effect during the period shown in item 8, attach a schedule showing the bases against which the different rates were applied, the respective rates, the calendar periods they were in effect, amounts of indirect expense charged to the project, and the Federal share of indirect expense charged to the project to date.

EXHIBIT 6
Interlocal Agreement Between the City of Las Vegas, the County of Clark, the City of Henderson, the City of Henderson and the City of Mesquite Regarding the American Reinvestment and Recovery Act Funds Obtained by the City of Las Vegas Through the Edward Byrne Memorial Justice Assistance Grant

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAS VEGAS, THE COUNTY OF CLARK, THE CITY OF HENDERSON, THE CITY OF NORTH LAS VEGAS AND THE CITY OF MESQUITE REGARDING THE AMERICAN REINVESTMENT AND RECOVERY ACT FUNDS OBTAINED BY THE CITY OF LAS VEGAS THROUGH THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

This Interlocal Agreement is hereby made and entered into on this ________ day of ___________________, 2009 by and among the cities of Las Vegas ("Las Vegas"), Henderson ("Henderson"), Mesquite ("Mesquite"), and North Las Vegas ("NLV"), and the County of Clark ("County"), each a political subdivision of the state of Nevada, collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, on June 9, 2009, the Parties applied as a "Disparate Jurisdiction" for a grant of funds from the Department of Justice pursuant to the Edward Byrne Memorial Justice Assistance Grant Formula Program (the "Grant Program") in the amount of $7,558,206 to assist the Parties' efforts to prevent and reduce crime and violence as required by the terms of the Grant Program.

WHEREAS, on May 5, 2009, the Parties executed a Memorandum of Understanding ("MOU") identifying Las Vegas as the Fiscal Agent of any Grant Funds allocated to the Parties by United States Department of Justice.

WHEREAS, the MOU provided that the Parties would execute an interlocal agreement among one another to provide the framework for the administration of the Grant Program and the distribution of the Grant Funds, in accordance with the Recovery Act: Edward Byrne Memorial Justice Assistance Grant Formula Program: Local Solicitation and any other rules and regulations promulgated by the Department of Justice.

WHEREAS, the Parties have met to discuss and determine how the Grant Funds will be administered by Las Vegas, and the Parties have determined how the funds will be disseminated among the Parties over the four year term of the Grant Program.

WHEREAS, this Agreement defines the means by which the Grant Funds shall be divided and administered by Las Vegas, and specifically, how subsequent decisions regarding the payment of Grant Funds to each of the Parties by Las Vegas are to be determined, the structure for reporting, the rules and responsibilities of each Party if a Party allocates a portion of its Grant Funds to another recipient that has already been approved by Las Vegas and the consequences for a failure to adequately report to Las Vegas or a failure to follow the Program, its rules, regulations and guidelines.

WHEREAS, pursuant to NRS 277.180, the Parties are authorized to enter into an Interlocal Agreement to perform a governmental service, activity or undertaking that one of the Parties is authorized to perform. The Parties are each authorized by law to provide for justice-related activities, and this Agreement serves to properly allocate and administrate federal grant monies for the further provision of justice-related activities among the Parties.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

I. Definitions.

A. "Allocation" means the specific amount of dollars allocated to the Fiscal Agent or a particular Sub-Recipient over the four year term of the Grant Program.

B. "DOJ" means the Department of Justice.

C. "Fiscal Agent" is the unit of local government responsible for the administration of the Grant Funds. The Fiscal Agent for the Grant Program is Las Vegas. When this term is used in the context of approval or denial of request, the Fiscal Agent refers to Las Vegas's City Manager or designee.

D. "Grant Funds" are the monies awarded to the Parties through the Department of Justice: Edward Byrne Memorial Justice Assistance Grant Formula Program.

E. "Grant Program" is the Recovery Act: Edward Byrne Memorial Justice Assistance Grant Formula Program: Local Solicitation.

F. "Sub-Recipient" means one of the following entities awarded an Allocation of Grant Funds: Henderson, NLV, Mesquite, and the County.

G. "Sub-Sub Recipient" means either a governmental agency or 501(c)(3) non-profit organization that is approved by the Fiscal Agent for reimbursement for a portion of a sponsoring Sub-Recipient's or Fiscal's Agent's Allocation. The four Sub-Sub Recipients approved by the Fiscal Agent and allocated a portion of the County's Allocation are: the Clark County District Attorney; Clark County Parks and Recreation Department--Southern Nevada Gang Task Force; Clark County School District--Summer School Diversion Program; and Nevada Child Seekers. The Sub-Sub recipient approved by the Fiscal Agent and allocated a portion of Las Vegas's Allocation is: the Las Vegas Metropolitan Police Department ("Metro"). Monies for reimbursement to Sub-Sub Recipients shall be allocated from the requesting Sub-Recipient's Allocation.Notwithstanding anything to the contrary in this Agreement, the responsibilities of Fiscal Agents' Sub-Sub Recipient(s) shall be the same as the responsibilities of all Sub-Recipients' Sub-Sub Recipients.

. . .
. . .
. . .
. . .

II. Administration of Grant Funds.

A. Generally.

1. Adherence to Grant Program Guidelines. The Parties agree to adhere to the Grant Program guidelines as provided by the Recovery Act: Edward Byrne Memorial Justice Assistance Grant Formula Program: Local Solicitation. (OMB No.1121-0323, Release Date, March 6, 2009) (the "Local Solicitation"). If this Agreement is silent on a particular issue, or there is a conflict between the terms of this Agreement and the Local Solicitation, the terms of the Local Solicitation shall prevail. If there is a conflict between this Agreement and/or the Local Solicitation and Federal policy or law, Federal policy or law shall prevail. If the Local Solicitation and/or Federal policy or law are silent on an issue that is a term of this Agreement, this Agreement shall prevail. A violation of the terms of this Agreement, the terms of the Local Solicitation or Federal policy or law as it pertains to the use of Grant Funds, reimbursement of Grant Funds or the reporting of Grant Funds is a violation of this Agreement. A copy of the Local Solicitation is attached hereto as Exhibit 1.

2. Grant Funds shall be Non-Supplanting. The Fiscal Agent, Sub-Recipients and Sub-Sub Recipients must ensure that Grant Funds shall only be used to supplement existing program activities and that Grant Funds shall not be used to supplant (replace) previously appropriated non-grant funds by the Fiscal Agent, Sub-Recipients or any Sub-Sub Recipients.

3. Grant Funds not to be Commingled. Any Grant Funds received by the Fiscal Agent, Sub-Recipients or Sub-Sub Recipients shall be kept separate and apart from any and all other monies. No commingling of Grant Funds monies shall occur.

4. Use of Grant Funds Shall Comply with Grant Program. The Local Solicitation permits Grant Funds to be "used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice related research and evaluation activities that will improve or enhance:

   a. law enforcement activities;
   b. prosecution and court programs;
   c. prevention and education programs;
   d. corrections and community corrections programs;
   e. drug treatment and enforcement programs;
   f. planning, evaluation and technology improvement programs; or
   g. crime victim and witness programs (other than compensation).

5. Prohibited Use of Grant Funds. The Local Solicitation prohibits the use of Grant Funds as follows. "No JAG funds may be expended outside of the JAG purpose areas. Even within the purpose areas, however, JAG funds may not be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Nor may JAG funds be used directly or indirectly for any of the following matters unless the Bureau of Justice Assistance certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

a. vehicles (except police cruisers), vessels (except police boats) or aircraft (excluding police helicopters);

b. luxury items;

c. real estate;

d. construction projects (other than penal or correctional institutions); or

e. any similar matters.

6. Department of Justice Policy OCPS 7130.1. All expenditures of money to be reimbursed by the Grant Program shall comply with Department of Justice Policy OCPS 7130.1 regarding the use of federal funds by grantees. A copy of OCPS 7130.1 is attached hereto as Exhibit 2.

7. GAAP Required. Any entity receiving reimbursement from the Grant Program must use Generally Accepted Accounting Principles for reporting and/or reimbursement activities.

8. Office of Management and Budget (OMB) Circulars. Any entity receiving reimbursement from the Grant Program must comply with all OMB Circulars relating to federal grants.

9. Fiscal Agent Audit. In addition to any audit obligations under federal policy or law related to federal grant programs, any entity receiving reimbursement from the Grant Program hereby acknowledges and agrees to abide by the following:

a. The Sub-Recipients (on behalf of themselves and any sponsored Sub-Sub Recipients) as provided for in section II. A. 10, below, agree to maintain financial records pertaining to all matters relative to the Grant Program and retain all records and supporting documentation applicable to this Grant Program for a period of three (3) years after completion of the Grant Program. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved.

b. The Sub-Recipient agrees to permit the Fiscal Agent or the Fiscal Agent's designated representatives to inspect and audit its records and books relative to this Grant Program at any time during normal business hours and under reasonable circumstances and to copy any information that the Fiscal Agent desires concerning Sub-Recipient's operation hereunder. The Sub-Recipient further understands and agrees that said inspection and audit will be exercised upon written notice to the Sub-Recipient.

c. If, at any time during the term of this Grant Program, or at any time after the expiration or termination of the Grant Program, the Fiscal Agent or the Fiscal Agent's designated representatives finds the actual monetary reimbursement by the DOJ is more than actual amount spent by a Sub-Recipient or Sub-Sub Recipient, the Sub-Recipient agrees that the difference shall be repaid immediately by the Sub-Recipient to the Fiscal Agent for disposition of the funds as directed by the DOJ.

10. Sub-Sub Recipients; Agreement Between Sub-Recipient and Sub-Sub Recipient Required. All Sub-Sub Recipients shall comply with all terms and conditions of this Agreement, the Local Solicitation and Federal policies and laws.

Any Sub-Recipient that desires to allocate a portion of its Allocation to a Sub-Sub Recipient shall enter into an agreement with that Sub-Sub Recipient that requires the Sub-Sub Recipient to comply with the terms and conditions of this Agreement (including, but not limited to, auditing, all reporting requirements and requirements for reimbursement requests), the Local Solicitation and Federal policies and laws, and such agreement shall be executed between the Sub-Recipient and the Sub-Sub Recipient prior to any request for reimbursement on behalf of the sponsored Sub-Sub Recipient.

A Sub-Recipient that sponsors a Sub-Sub Recipient hereby acknowledges and agrees that it, the Sub-Recipient, is responsible for the Sub-Sub Recipient in totality, and the Sub-Recipient shall be charged with requesting reimbursement and reporting all necessary information on behalf of its sponsored Sub-Sub Recipient. Any violations of this Agreement, the Local Solicitation and Federal policies and laws, by a sponsored Sub-Sub Recipient shall be deemed the actions of the sponsoring Sub-Recipient for purposes of the Grant Program, and any penalties or consequences shall accrue against the sponsoring Sub-Recipient.

B. Grant Fund Allocation.

1. Allocation. The Parties hereby agree that the document attached hereto as Exhibit 3 defines the Allocation to the Fiscal Agent and each of the Sub-Recipients.

2. Amendment of Allocation. Except as otherwise provided for the Fiscal Agent herein, the Parties acknowledge that the dollar amount of the Allocation is final, and such Allocation may not be amended over the term of the Grant Program without the prior written approval by Las Vegas and all Sub-Recipients and amendment of this Agreement.

C. Modification of Allocation.

While the Parties agree that the total dollar amount of an Allocation may not be increased over the term of the Grant Program, the Parties do acknowledge the need for flexibility to permit the Fiscal Agent to modify each Allocation upon request by a Sub-Recipient for either a Budget Modification or a Non-Budget Modification. Following is each term defined, the process for each type of modification, and the dollar amount at which approvals are required by either the Fiscal Agent, the DOJ or both.

1. Budget Modification. A Budget Modification is a request to modify a Sub-Recipient's Allocation in the following manner: a change to budget categories; a reduction in funding (i.e., a Sub-Sub Recipient no longer is requesting reimbursement); a change in the Sub-Recipient's overall project, or a change to the level or redeployment awarded pursuant to the Grant Program. For example, a Budget Modification is required under a circumstance where a Sub-Recipient was originally awarded three positions for a program activity, but then decides to only utilize funding for two positions. A Budget Modification shall be submitted to the Fiscal Agent as follows:

a. Procedure for Budget Modification.

i. Requestor shall submit a letter to the Fiscal Agent, c/o City of Las Vegas Office of Administrative Services, including, but not limited to, the following information:

- Sub-Recipient's Data Universal Numbering System (DUNS) number and the subcontract number of the award to be modified;
- a short description of the originally awarded items including the total project cost, funding awarded by the grant, and required level of redeployment;
- a description of the proposed change to the awarded items, budget, and FTE;
- a statement explaining how the change will affect the agency's ability to achieve the required level of redeployment awarded under the grant (for changes in the award amount or project objective please include new demonstration of time savings information); and
- detailed budget sheets reflecting the new total project costs resulting from the modification request.

ii. The Fiscal Agent will review the information (and submit information to the DOJ for approval, if necessary) and notify the Requestor upon notification of the approval or denial of the request by the approving authority.

2. <u>Non-Budget Modification.</u> A Non-Budget Modification is a request to modify an award to a Sub-Recipient for the reimbursement of particular items previously approved by the Fiscal Agent, but does not require a change in budget categories nor a reduction in funding. For example, a Sub-Recipient is awarded funding for 10 laptop computers for a particular purpose, but because of newly advantageous pricing, the Sub-Recipient is now able to purchase 12 laptop computers for the same price. A non-budget modification shall be submitted to the Fiscal Agent as follows:

a. Procedure for Non-Budget Modification.

i. Requestor shall submit a letter to the Fiscal Agent, c/o City of Las Vegas Office of Administrative Services, including, but not limited to, the following information:

- the Sub-Recipient's DUNS number and the subcontract number of the award to be modified;
- a short description of the originally awarded items including the total project cost, funding awarded by the grant, and required level of redeployment;
- a description of the proposed change to the awarded items, budget, and FTE;

- a statement explaining how the change will affect the agency's ability to achieve the required level of redeployment awarded under the grant (for changes in the award amount or project objective please include new demonstration of time savings information); and

- detailed budget sheets reflecting the new total project costs resulting from the modification request.

ii. The Fiscal Agent will review the information (and submit information to the DOJ for approval, if necessary) and notify the Requestor upon notification of the approval or denial of the request by the approving authority.

3. Prior Approval for Budget Modification or Non-Budget Modification Required by the Fiscal Agent and DOJ Required under Certain Circumstances. Sub-Recipients shall request prior approval for a Budget Modification or Non-Budget Modification where the change to the Allocation is in excess of ten (10) percent of the total allocation.

4. Failure to Comply. Failure to obtain prior approval of a Budget or Non-Budget Modification may result in the rejection of a reimbursement request by the Fiscal Agent and/or the DOJ for non-approved modifications.

D. Expenditure of Allocation.

Sub-Recipients and their Sub-Sub Recipients must expend their Allocation on an annual fiscal year basis, unless the Sub-Recipients or their Sub-Sub Recipients specifically notifies Las Vegas in writing a minimum of 30 calendar days prior to the end of the Sub-Recipient's fiscal year that an annual allocation cannot be expended within a fiscal year. The notification must include appropriate justification for the non-expenditure of funds. If Sub-Recipients or their Sub-Sub Recipients fails to expend its annual allocation of Grant Funds without providing the aforementioned notice and justification, any unexpended monies for that fiscal year shall revert to Las Vegas's use in its sole discretion as the original eligible recipient of the Grant Funds.

E. Reimbursement of Expenditures to the Fiscal Agent and Sub-Recipients.

In order to be repaid for expenditures, the Fiscal Agent and the Sub-Recipients must file a reimbursement request pursuant to the terms of this Agreement and the Grant Program. This section will delineate the general requirements for requesting reimbursement and the procedure by which the Fiscal Agent and each Sub-Recipient shall request reimbursement by the DOJ.

1. Generally.

a. Costs recovered on a Reimbursement Basis Only. Costs incurred shall only be recovered on a Reimbursement Basis as provided by this Agreement and the Local Solicitation.

b. Reimbursement Requests for Sub-Sub Recipients to be submitted by Sponsoring Sub-Recipient. The Fiscal Agent will only accept requests for reimbursement from Sub-

Recipients. Sub-Sub Recipients are not in privity of contract with the Fiscal Agent pursuant to this Agreement, and as such, the Fiscal Agent cannot enforce the terms of this Agreement, the Local Solicitation or Federal policies or laws upon the Sub-Sub Recipients, except by separate agreement. As such, if a Sub-Recipient chooses to allocate a portion of its Allocation to a Sub-Sub Recipient, then the sponsoring Sub-Recipient is responsible for verifying and properly submitting its sponsored Sub-Sub Recipients' reimbursement requests to the Fiscal Agent for processing.

c. Reimbursement Request Must be Accompanied by Required Reporting for Acceptance by the Fiscal Agent. The Fiscal Agent shall not accept a Sub-Recipient's reimbursement request without the accompanying required reporting for the fiscal quarter for which the Sub-Recipient is requesting reimbursement.

2. Procedure for Reimbursement.

a. Technical Assistance Available from Fiscal Agent. Throughout the term of the Grant Program, the Fiscal Agent will provide telephonic technical assistance relating to the proper reimbursement of expenses. Technical Assistance will be provided by the City of Las Vegas Department of Administrative Services until twenty (20) calendar days prior to the close of any fiscal quarter.

b. Reimbursement Requests to comply with provisions of 28 CFR 66.41. Sub-Recipients shall file reimbursement requests in accordance with 28 CFR 66.41, which requires, among other things, a mandate to submit all reimbursement requests for non-construction items on Standard Form 269A. All entities requesting reimbursement shall submit such requests on Standard Form 269A. A copy of 28 CFR 66.41 is attached hereto as Exhibit 4, and Standard Form 269A is attached hereto as Exhibit 5.

c. Reimbursement Requests Must be Timely Filed and Complete for Processing.

i. Unless otherwise provided by Section II(E)(2)(e), reimbursement requests shall only be accepted by the Fiscal Agent for the fiscal quarter in which the costs were incurred;

ii. Reimbursement requests must be accompanied by all necessary reporting documents as required by the Local Solicitation, Federal Policy or law, and as delineated at Paragraph F, herein, and the reporting documents must be complete for acceptance by the Fiscal Agent; and

iii. Reimbursement Requests shall be filed with the Fiscal Agent no later than five (5) calendar days after the end of the current fiscal quarter for processing. Reimbursement requests submitted after this deadline will not be accepted for processing for that current Fiscal Quarter.

iv. Notwithstanding any default or penalty provisions herein, late or incomplete reimbursement requests shall be delayed and shall only be processed by the Fiscal Agent at the end of the next Fiscal Quarter.

Sub-recipient Due Dates:	Fiscal Agent Due Dates to the DOJ:
October 5, 2009	October 10. 2009
January 5, 2010	January 10, 2010
April 5, 2010	April 10, 2010
July 5, 2010	July 10, 2010
October 5, 2010	October 10, 2010
January 5, 2011	January 10, 2011
April 5, 2011	April 10, 2011
July 5, 2011	July 10, 2011
October 5, 2011	October 10, 2011
January 5, 2012	January 10, 2012
April 5, 2012	April 10, 2012
July 5, 2012	July 10, 2012
October 5, 2012	October 12, 2012
January 5, 2013	January 10, 2013
April 5, 2013	April 10, 2013
July 5, 2013	July 10, 2013
October 5, 2013	October 10, 2013
January 5, 2014	January 10, 2014

d. Reimbursement. The Parties acknowledge that the Fiscal Agent can only reimburse monies to the Sub-Recipients that are received from the DOJ. Reimbursement will occur no later than thirty (30) calendar days after the monies requested are received by the Fiscal Agent from the DOJ.

e. Incomplete Reimbursement Requests. The Parties acknowledge that it will be difficult to submit a complete reimbursement request for the current fiscal quarter no later than five (5) days after the close of the current fiscal quarter because delay within the Parties' accounting processes may not permit a complete reimbursement request to be filed within the five (5) day period. As such, the Fiscal Agent will accept for processing an incomplete reimbursement request, to be processed for filing with the DOJ, but only as follows:

i. Any incomplete reimbursement request for the fiscal quarter shall include all expenditures from that fiscal quarter.
ii. Any expenditures from that fiscal quarter posted subsequent to the end of that fiscal quarter shall be submitted at the end of the following fiscal quarter for reimbursement.

The Parties acknowledge that the ability to file incomplete reimbursement requests depends on the willingness of the Federal Government to accept incomplete reimbursement requests from the Fiscal Agent and reimburse for those costs incurred that are not filed with the Fiscal Agent within five (5) days after the close of the current fiscal quarter. As such, the Parties understand that the Fiscal Agent will submit such reimbursement requests as provided above, but cannot guarantee that the Federal Government will reimburse such costs.

In addition, the Parties acknowledge and understand that the DOJ has been notified of this issue, and it is the Parties understanding that changes to the "five day rule" will be forthcoming. Once amended filing deadlines are provided to the Fiscal Agent by the DOJ, the Fiscal Agent will notify the Sub-Recipients of the changes and such changes will supercede any provisions that conflict as provided by Section II(A)(1), herein.

F. Required Reporting.

The Grant Program requires reporting by the each of the entities receiving reimbursement from the Grant Program. This section will delineate the general requirements for reporting and the procedure for reporting each of the required performance reports, programmatic and fiscal, along with initial information received from the DOJ regarding the substance and form of these reports.

1. Generally.

a. Fiscal Agent Time Limit for Required Reporting to DOJ; Sub-Recipient Deadline for Required Reporting to Fiscal Agent. The Fiscal Agent must satisfy Section 1512(c) of the Recovery Act, which requires detailed reporting (including reporting on sub-awards), no later than ten (10) calendar days after the end of a fiscal quarter. As such, the Sub-Recipients must submit a complete report as provided herein no later than five (5) calendar days after the close of the current fiscal quarter.

b. Required Reporting by Sub-Sub Recipients to be Submitted by the Sponsoring Sub-Recipient. The Fiscal Agent will only accept required reports from Sub-Recipients. Sub-Sub Recipients are not in privity of contract with the Fiscal Agent pursuant to this Agreement, and as such, the Fiscal Agent cannot enforce the terms of this Agreement, the Local Solicitation or Federal policies or laws upon the Sub-Sub Recipients, except by separate agreement. As such, if a Sub-Recipient chooses to allocate a portion of its Allocation to a Sub-Sub Recipient, then the granting Sub-Recipient is responsible for verifying and properly submitting its Sub-Sub Recipients' required reports to the Fiscal Agent for processing.

c. Agreement Between a Sub-Recipient and any Sponsored Sub-Sub Recipients shall be submitted to the Fiscal Agent. If a Sub-Recipient chooses to sponsor a Sub-Sub Recipient, the agreement between the Sub-Recipient and the Sub-Sub Recipient as delineated at Section II(A)(10) of this Agreement shall be submitted with the first quarterly performance report and reimbursement request by the sponsoring Sub-Recipient. If the Sub-Recipient fails to submit such agreement to the Fiscal Agent, any and all reimbursement requests on behalf of the Sub-Sub Recipient shall be rejected by the Fiscal Agent for that current Fiscal Quarter.

d. Proof of Registration Required. The Fiscal Agent and the Sub-Recipients shall submit to the Fiscal Agent written proof that it has acquired a DUNS number and is registered with the Central Contractor Registration database prior to the submission of the first quarterly performance report and reimbursement request to the Fiscal Agent. The

Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

e. Business Licenses Required, if necessary. If necessary, the Fiscal Agent and each of the Sub-Recipients, on behalf of itself and its sponsored Sub-Sub Recipients, shall submit to the Fiscal Agent written proof that it has acquired all necessary business licenses, or is not subject to business licensing requirements, prior to the submission of the first quarterly performance report and reimbursement request to the Fiscal Agent. The Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

f. Proof of Non-Profit Status with the Internal Revenue Service. If necessary, the Fiscal Agent and each of the Sub-Recipients, on behalf of itself and its sponsored Sub-Sub Recipients, shall submit to the Fiscal Agent written proof that it or its sponsored Sub-Sub Recipients has acquired proof of non-profit status with the Internal Revenue Service, prior to the submission of the first quarterly performance report and reimbursement request to the Fiscal Agent. The Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

g. Proof of Acceptance of Award by Entity's Governing Body. Each of the Sub-Recipients, shall submit to the Fiscal Agent written proof of their governing body's acceptance of this Agreement, prior to the submission of the first quarterly performance report and reimbursement request to the Fiscal Agent. In addition, an agreement between Sub-Recipient and any Sub-Sub Recipient(s) acknowledging acceptance of this Agreement shall also be submitted pursuant to the terms of this Section. The Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

h. Proof of an Excluded Parties List. The Fiscal Agent and each of the Sub-Recipients, on behalf of itself and its sponsored Sub-Sub Recipients, shall submit to the Fiscal Agent written documentation of an Excluded Parties List for any purchases of $25,000.00 or more, prior to the submission of their reimbursement request to the Fiscal Agent. The Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

i. Proof of DOJ Approval of Sole Source Contracting or Explanation of a Competitive Bidding Process for Certain Purchases. The Fiscal Agent and each of the Sub-Recipients, on behalf of itself and its sponsored Sub-Sub Recipients, shall submit to the Fiscal Agent written proof of DOJ Sole Source Approval or a competitive bidding process to be utilized for any purchases or contracts for goods or services in amounts of $100,000.00 or more, prior to the submission of their reimbursement request to the Fiscal Agent. The Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

j. Required Reporting Must be Accompanied by Reimbursement Request for Acceptance by the Fiscal Agent. The Fiscal Agent shall not accept a Sub-Recipient's

Required Report without the accompanying reimbursement request for the fiscal quarter that the Sub-Recipient is requesting reimbursement.

2. Required Reports.

The Parties acknowledge that the DOJ has not released final rules regarding reporting requirements for entities receiving reimbursement from DOJ under the Grant Program. However, it appears that a skeletal reporting structure has been delineated, requiring the Fiscal Agent and the Sub-Recipients to submit Programmatic Reports and Financial Status Reports. Provided herein will be what information is currently known.

a. Financial Status Reports to comply with provisions of 28 CFR 66.41. The Fiscal Agent and Sub-Recipients shall submit required financial reports in accordance with 28 CFR 66.41, which requires, among other things, a mandate to submit all Financial Status Reports for nonconstruction items on Standard Form 269A. When further direction is provided to the Fiscal Agent by the DOJ, the Fiscal Agent will notify each of the Sub-Recipients, in writing, within three (3) calendar days of which form is the correct form for proper reporting. A copy of 28 CFR 66.41 is attached hereto as Exhibit 4 and Standard Form 269A is attached hereto as Exhibit 5.

b. Programmatic Reports. The reporting form, nor all the information required for programmatic reporting, has not yet been delineated by the DOJ. The Fiscal Agent shall notify the Sub-Recipients within three (3) calendar days of notification by the DOJ of the correct form and programmatic information to be required. However, the Parties acknowledge that the following information will be required to be reported:

i. A comparison of actual accomplishments to the objectives established for the period. Where the output of the project can be quantified, a computation of the cost per unit of output may be required if that information will be useful;
ii. The reasons for slippage if established objectives were not met;
iii. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs;
iv. Copies of all invoices, purchase orders, or requisitions with the appropriate accounting codes that indicate the funds are kept in separate accounts from any other funds used by the Sub-Recipient; and
v. Copies of the Sub-Recipient's general ledger for the reporting quarter, including all payroll funds specific to the award, and reimbursement, in part or in whole, of previously spent grant funds.

c. Reporting Schedule. Each Sub-Recipient will be required to submit both a Financial Status Report and a Programmatic Report as follows:

i. Quarterly, no later than five (5) calendar days after the end of a fiscal quarter;
ii. Semi-Annually, no later than five (5) calendar days after the end of the second fiscal quarter;

iii. Annually, no later than fifteen (15) calendar days after the end of the grant year; and the

iv. Final performance report, no later than fifteen (15) calendar days after the expiration of the grant program.

The Parties acknowledge that this reporting structure is mandated by the DOJ pursuant to the Grant Program, so if the Reporting Schedule changes, the Fiscal Agent shall notify the Sub-Recipients within three (3) calendar days of any Reporting Schedule changes.

d. All Reports to be Submitted Electronically. Any and all reports submitted to the Fiscal Agent shall be submitted electronically by e-mail pursuant to the Paperwork Reduction Act of 1980 to the following e-mail address: subgranteereports@lasvegasnevada.gov. Electronic reports may be submitted in .doc, .xls or .pdf format. No handwritten or typed reports will be accepted by the Fiscal Agent.

e. Failure to Submit Required Reports; Incomplete Reports. Required reporting must accompany reimbursement requests. Reimbursement requests without the required reporting shall not be accepted for processing for that current Fiscal Quarter. Such reimbursement requests will be delayed and shall only be processed by the Fiscal Agent at the end of the next Fiscal Quarter.

G. Default; Penalties.

1. Notice of Default for Failure to Comply with this Agreement. In the event the Fiscal Agent discovers a failure to comply by a Sub-Recipient, or a Sub-Recipient's sponsored Sub-Sub Recipient, of its obligations pursuant to this Agreement, the Local Solicitation and/or Federal policies and laws regarding federal grant assistance programs, the Fiscal Agent shall provide a written notice (a "Notice of Default") of such failure to comply to the defaulting Sub-Recipient.

2. Cure; Event of Default. Within two (2) calendar days of the receipt of the Notice of Default by the defaulting Sub-Recipient, the defaulting Sub-Recipient, or in the case of a Sub-Sub Recipient, such Sub-Sub Recipient shall cure each failure to comply as described by the Notice of Default. Any such violation that remains uncured after such 48-hour period shall be a default hereunder and the Fiscal Agent may take any action permitted under the Local Solicitation and/or the Federal policies or laws relating to grant assistance programs, including, but not limited to, suspension of a Sub-Recipient's ability to receive reimbursement or termination of a Sub-Recipient's participation in the Grant Program.

3. Penalties for Failure to Comply with the Grant Program and Local Solicitation. The Parties acknowledge and understand that the DOJ has not yet finalized potential penalties for violation of the terms and provisions of the Local Solicitation and the Grant Program. The Parties agree that the Fiscal Agent is authorized to take any action or assess any penalty authorized by the DOJ for a violation of the terms of the Grant Program, Local Solicitation or Federal policy or law, as authorized by Nevada law. When the DOJ publishes penalties for violations of the terms and provisions of the Local Solicitation and the Grant Program, this

Agreement will be amended to reflect those penalties. At that time the Parties can accept the Amendment or withdraw from the Grant Program.

4. Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

H. Miscellaneous.

1. Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada.

2. Indemnification and Attorneys' Fees. Sub-Recipient, and any Sub-Sub Recipients, will protect, defend, indemnify, and save harmless Las Vegas from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Sub-Recipient, and Sub-Sub Recipients', obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all attorney's fees incurred by Las Vegas in the defense or handling of said suits, demands, judgments, liens, and claims and all attorneys' fees and investigation expenses incurred by Las Vegas in enforcing or obtaining compliance with the provisions of this Agreement.

3. Amendment of Agreement. No amendment of this Agreement is permitted without consent by the governing body of each Party. Those instances where this Agreement specifically delineates that the Fiscal Agent will provide further information to the Sub-Recipients regarding federal rules, policies and procedures to be followed is not considered an amendment of this Agreement, but a supplement to this Agreement specifically permitted by this Agreement.

4. Notices. All notices, demands and correspondence required or provided for under this Agreement not otherwise required to be submitted electronically by the terms of this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To Las Vegas:	City of Las Vegas 400 Stewart Avenue Las Vegas, Nevada 89101 Attention: Director, Office of Administrative Services
To Henderson	City of Henderson P.O. Box 95050 MSC 211 Henderson, NV 89009-5050

To Mesquite	City of Mesquite 10 East Mesquite Boulevard Mesquite, NV 89027 Attention: Mesquite Police Department
To North Las Vegas	City of North Las Vegas 1301 Lake Mead Boulevard North Las Vegas, Nevada 89030 Attention: Asst. Director Police Services
To Clark County:	Clark County Community Resources Management Division PO Box 551212 500 S. Grand Central Pkwy. Las Vegas, NV 89155

Any Party may change its address by giving notice in writing to the others and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

5. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all of any part of the subject matter hereof.

6. Headings; Exhibits; Cross References. The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

7. Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the Parties.

8. Repayment of Fiscal Agent by Sub-Recipients. Notwithstanding any other default or penalty provisions provided herein, if a Sub-Recipient or Sub-Sub Recipient fails to comply with the Grant Program, the Local Solicitation or Federal policies or laws such that the DOJ requests reimbursement from the Fiscal Agent for monies provided to a Sub-Recipient or Sub-Sub

Recipient, the Sub-Recipient agrees to repay (either on behalf of itself or its sponsored Sub-Sub Recipient) the Fiscal Agent the amount of money repaid to the DOJ based upon the DOJ's demand.

The Parties acknowledge and agree that if a DOJ demand for repayment from the Fiscal Agent results in repayment by the Fiscal Agent based upon the action or inaction of a Sponsored Sub-Sub Recipient, the Sponsoring Sub-Recipient shall repay the Fiscal Agent the funds that were repaid to the DOJ by the Fiscal Agent.

In any event, if the DOJ requests repayment of funds by the Fiscal Agent, the Fiscal Agent will immediately notify the Sub-Recipient or Sub-Sub Recipient of the demand from DOJ in writing, and the affected Sub-Recipient may elect to: 1) contact the DOJ and appeal the DOJ's finding or negotiate a settlement with the DOJ if possible; or 2) repay the DOJ directly. Las Vegas acknowledges that the Sub-Recipient should have a right to appeal such a demand, and agrees to postpone repayment of the DOJ, as long as the DOJ notifies Las Vegas, in writing, that it will postpone its demand for repayment based upon Sub Recipient appeal or otherwise.

9. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year last below written.

PASSED, ADOPTED and APPROVED this ___ day of ____________________, 2009.

CITY OF LAS VEGAS

By:________________________________
Oscar B. Goodman, Mayor

ATTEST:

By:___________________________________
Beverly K. Bridges, CMC, City Clerk

APPROVED AS TO FORM:

By:___________________________________
Deputy City Attorney

Signature Page Continued:

PASSED, ADOPTED and APPROVED this ___ day of __________________, 2009.

CITY OF HENDERSON

By:______________________________
Jutta G. Chambers, Chief of Police

By:______________________________
Andy A. Hafen, Mayor

ATTEST:

By:____________________________________
Monica Martinez Simmons, MMC, City Clerk

APPROVED AS TO FORM:

By:____________________________________
Elizabeth Macias Quillin, City Attorney

Signature Page Continued:

PASSED, ADOPTED and APPROVED this ___ day of ____________________, 2009.

CITY OF MESQUITE

By:_________________________________
Susan Holecheck, Mayor

ATTEST:

By:______________________________________
Sheree Goessman, CMC, Deputy City Clerk

APPROVED AS TO FORM:

By:_____________________________
City Attorney

Signature Page Continued:

PASSED, ADOPTED and APPROVED this ___ day of ____________________, 2009.

CITY OF NORTH LAS VEGAS

By:________________________________
Shari L. Buck, Mayor

ATTEST:

By:________________________________
Karen L. Storms, CMC, City Clerk

APPROVED AS TO FORM:

By:____________________________
City Attorney

Signature Page Continued:

PASSED, ADOPTED and APPROVED this ___ day of ____________________, 2009.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: ____
Rory Reid, Chair

ATTEST:

By: ________________________________
Diana Alba, County Clerk

APPROVED AS TO FORM ONLY:

David Roger
District Attorney

By: ____________________________
Deputy District Attorney