



# OFFICE OF JUSTICE PROGRAMS

**STATE OF SOUTH CAROLINA  
DEPARTMENT OF PUBLIC SAFETY  
Office Of Justice Programs  
Justice Assistance Grant Program**

Grant # 1G07008

App # AG07011

## To Be Completed by Project Director

### Section 1

County Name: 04 - ANDERSON

### Section 2

Grant Period:

Begin: 7/1/2007

End: 6/30/2008

### Section 3

Project Title: White Collar Crime Investigation

### Section 4

Project Summary: To provide 1 Investigator to investigate, apprehend, and prosecute individuals and organizations that engage in white collar criminal activity in the City of Anderson, SC.

### Section 5

Type of Application

a. Initial

b. Year of Funds : 1st

Other:(Specify)

c. Reimbursable

### Section 6

a. Organization Type : City

Other:(Specify)

b. U. S. Congressional District 3

### Section 7

FEIN: 576000221

Agency Name Anderson Police Department

Address 401 South Main Street

City Anderson

State South Carolin

(Please use the Name/Address  
above instead of this field)  
Name and Address of Implementing  
Agency

10 Digit Zip

(Area) Phone #:

(Area) Fax #:

**COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION**

**Section 8**

**BUDGET**

Use whole dollars only (For example: \$1,500 not \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	<input type="text" value="\$42,061"/>	<input type="text" value="\$14,020"/>	<input type="text" value="\$56,081"/>
Contractual Services	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>
Travel	<input type="text" value="\$4,725"/>	<input type="text" value="\$1,575"/>	<input type="text" value="\$6,300"/>
Equipment	<input type="text" value="\$23,550"/>	<input type="text" value="\$7,850"/>	<input type="text" value="\$31,400"/>
Other	<input type="text" value="\$6,740"/>	<input type="text" value="\$2,246"/>	<input type="text" value="\$8,986"/>
TOTAL:	<input type="text" value="\$77,076"/>	<input type="text" value="\$25,691"/>	<input type="text" value="\$102,767"/>
b. PERCENTAGE:	75%	25%	100 %

**Section 9**

APPROPRIATION OF NON-GRANTOR  
MATCHING FUNDS

City

Other (Explain):

**MATCHING FUNDS  
CATEGORIES**

**GRANTOR CASH TOTAL**

**PERSONNEL**

SALARIES Position Title	% of Time On Project	Quantity			
White Collar Crime Investigator	100	1	\$26,625	\$8,875	\$35,500
Over time for Investigator	100	1	\$3,000	\$1,000	\$4,000
<b>TOTAL SALARIES:</b>			<b>\$29,625</b>	<b>\$9,875</b>	<b>\$39,500</b>

**EMPLOYER CONTRIBUTIONS (Fringe Benefits)**

% or Rate	X Base				
Social Security & Medicare (FICA)	.0765	39500	\$2,266	\$756	\$3,022
Retirement	.103	39500	\$3,053	\$1,017	\$4,070
Worker's Compensation Insurance	.056	39500	\$1,659	\$553	\$2,212
Unemployment Insurance (on first \$7,000 only)	.02	39500	\$593	\$197	\$790
Health Insurance	1	6,024	\$4,518	\$1,506	\$6,024
Dental Insurance			\$0	\$0	\$0
Pre-Retirement Death Benefit			\$0	\$0	\$0
Accident Death Benefit (Police Officers)			\$0	\$0	\$0
Other Employer Contributions (Itemize)	Wellness Ben	2 X \$462	\$347	\$116	\$463
<b>TOTAL EMPLOYER CONTRIBUTIONS:</b>			<b>\$12,436</b>	<b>\$4,145</b>	<b>\$16,581</b>
<b>TOTAL PERSONNEL:</b>			<b>\$42,061</b>	<b>\$14,020</b>	<b>\$56,081</b>

**CONTRACTUAL SERVICES:**

(Itemize - DO NOT include professional fees for doctors, psychologists, etc. )

	\$0	\$0	\$0
<b>TOTAL CONTRACTUAL SERVICES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**TRAVEL:**

(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)

Mileage: 10,000 miles (10,000 miles per investigator) @ IRS Ra	\$3,000	\$1,000	\$4,000
Lodging: \$90/Night X 10 Nights X 1 Investigator	\$675	\$225	\$900
Per Diem: \$32/Day X 15 Days X 1 Investigator	\$360	\$120	\$480
Airfare: 2 R/T Tix for 1 Investigator to Natl Training (\$460/Ticket	\$690	\$230	\$920
<b>TOTAL TRAVEL:</b>	<b>\$4,725</b>	<b>\$1,575</b>	<b>\$6,300</b>

**MATCHING FUNDS****CATEGORIES**

GRANTOR CASH

TOTAL

**EQUIPMENT (\$1,000 or more per Unit):**

(Itemize - DO NOT USE BRAND NAME.- Also, DO NOT include leased, rented items or software)

ITEM	QUANTITY			
Vehicle & Accessories	1	\$19,500	\$6,500	\$26,000
Vehicle Radio	1	\$2,400	\$800	\$3,200
Computer System	1	\$1,650	\$550	\$2,200
Deleted Item	1	\$0	\$0	\$0
<b>TOTAL EQUIPMENT:</b>		<b>\$23,550</b>	<b>\$7,850</b>	<b>\$31,400</b>

**Other:**

Registration Fees (1)		\$825	\$275	\$1,100
Clothing Allowance (1)		\$465	\$155	\$620
Shotgun for Vehicle (1)		\$300	\$100	\$400
Deleted Item		\$0	\$0	\$0
Printer/Scanner (1)		\$750	\$250	\$1,000
Deleted Item		\$0	\$0	\$0
Deleted Item		\$0	\$0	\$0
Cell Phone & Service (1)		\$495	\$165	\$660
Beeper - Monthly Fees (1)		\$156	\$52	\$208
Office Supplies (1)		\$150	\$50	\$200
Evidence Bags Assorted Sizes & Shapes		\$150	\$50	\$200
Deleted Item		\$0	\$0	\$0
Computer Ink Cartridges (2 sets)		\$219	\$73	\$292
Deleted Item		\$0	\$0	\$0
Deleted Item		\$0	\$0	\$0
Digital Video Recorder (1)		\$750	\$250	\$1,000
Deleted Item		\$0	\$0	\$0
Deleted Item		\$0	\$0	\$0
Camera: Digital (1)		\$570	\$190	\$760
Digital Storage Medium (1 Year Supply)		\$450	\$150	\$600
Firearm (1)		\$368	\$122	\$490
Printer for Still Pictures from Video (1)		\$747	\$249	\$996
Body Armor (1)		\$345	\$115	\$460

TOTAL OTHER: \$6,740

\$2,246

\$8,986

## BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided

### PERSONNEL

Salary, fringe benefits, and overtime for two (1) municipal police investigator who will be designated as a White Collar Crime Investigative Unit for the City of Anderson.

### TRAVEL

Mileage: Estimated mileage of 10,000 miles for the officer per year. These miles will be traveled to carry out the duties of the job and to go to any training courses offered to enhance the job.

Lodging and per diem: Needed for out-of-town training and investigations.

Airfare: To purchase round trip ticket(s) for the investigator to use for transportation to at least two (2) national training classes per year on White Collar Crime Investigations and/or Prevention.

### EQUIPMENT

Vehicle: One (1) Four-door sedan for the investigator to be outfitted with accessories which may include a light bar, siren, striping, console, long barrel gun (and rack), cage, and etc. This will be necessary for the investigator to carry equipment to and from the crime scenes.

Vehicle Radio: One (1) mobile radio for the investigator to permit the investigator the ability to communicate with other officers and the department.

Computer System: One (1) computer system (either a desktop, laptop or mobile system) and possibly a docking station with monitor to allow the investigator to prepare paperwork required by the department, maintain performance reports, track court proceedings, and devise lesson plans on White Collar Crime Investigation, Prevention and/or Prosecution to be presented to other department officers and officers from other agencies who attend the training sessions.

### OTHER

Registration fees: To be paid for training courses offered to the White Collar Investigative Unit. The unit will attend at least 2 classes each year that specialize in White Collar Crime investigations, prosecutions and/or prevention.

Clothing Allowance: To be used for the investigator to purchase and maintain the proper attire for required duties.

Shotgun for Vehicle: To purchase a shotgun and a shotgun rack for one (1) vehicle.

Printer/Scanner Combination: A printer for the computer system to allow the Investigator to make hard copies of necessary paperwork as required by the prosecutors, the SCDPS, and the department. The scanner will allow the investigator to quickly input necessary forms, documents, case files, notes, and photos into the computer system to efficiently compile prosecutorial folders that will be utilized in court hearings and prosecutions.

Cell Phone and Service: To be used by the investigator to return calls to be available 24/7.

Beeper: To pay the monthly fee for 1 beeper for 1 year, which will allow the department to have contact with the investigator at all times.

Office Supplies: For the investigator to use in the performance of duties. Examples: paper, folders, pencils, pens, calendars, staple gun, staples, diskettes, hole puncher, etc.

Evidence Bags: Several sizes of evidence bags as authorized by the City of Anderson Police Department Forensic Evidence Unit to be used to properly collect, log, and preserve evidence to be later analyzed and used to prosecute offenders in white collar crime cases.

Computer Ink Cartridges: Two (2) sets of computer ink cartridges to replace the printers' factory installed cartridges

when they require replacing.

**Digital Video Recorder:** One (1) digital video camera (camcorder) to allow the investigator to film crime scenes and victim, witness, and interrogational type interviews, thereby helping to build stronger cases.

**Digital Camera:** To be used by the investigator to gather and document evidence of white collar crime by photographing crime scenes and the victim's injuries.

**Digital Storage Medium:** To be used by the investigator with the digital camera to gather and document evidence of white collar crime by photographing evidence and crime scenes.

**Firearm:** A service weapon for the officer to carry while on duty.

**Printer for Still Pictures from Video:** A printer to produce still pictures from videos recorded in banks, stores and other businesses that video tape and/or digitally record criminal activity.

**Body Armor:** A "Bullet Proof Vest" for the officer to wear while on duty.

**BUDGET NARRATIVE (Continued)**

## ACCEPTANCE OF AUDIT REQUIREMENTS

**PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's office do not have to complete this form. Please enter "NA" in the boxes**

We agree to have an audit conducted in compliance with OMB Circular A-133, whichever is applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$300,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter if applicable, to:

Stephen Fulmer, Manager  
Accounting - Grants  
S.C. Department of Public Safety  
P.O. Box 1993  
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. \*Audit Period: Beginning 07/01/07 Ending 06/30/08
2. Audit will be submitted to Accounting - Grants by: 03/30/09  
(Date)

**NOTE: The audit or written certification must be submitted to Accounting - Grants, S.C. Department of Public Safety, no later than the ninth month after the end of the audit period.**

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance OMB A-133. Any information regarding the OMB Circular audit requirements will be furnished by Accounting - Grants, S.C. Department of Public Safety, upon request.

**\*NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

**Failure to complete this form will result in your grant award being delayed and/or cancelled.**

## PROGRAM NARRATIVE

1) **PROBLEM STATEMENT:** First, define the problem exactly as it exists in your particular community. Describe the nature and magnitude of the problem using valid, updated statistical data, and cite the source and date of your information. Prior data may be used to show changes in the magnitude or severity of the problem. Remember to document the problem and not the symptoms or solutions of the problem. Second, identify your existing efforts, current resources and problems being utilized to deal with the problem.

Please see attachment for page 7.

## PROGRAM NARRATIVE

**PROJECT PURPOSE:** First, describe the broad goals of your project. Then describe a specific plan for conducting the project and a rationale for the tasks and activities to be employed to address the problem outlined on Page 7.

### PROJECT PURPOSE

#### Broad Goals

The primary purpose of this program is to improve investigations of White Collar Crimes that are committed by individuals and organizations. Through increased resources and the exercise of the department's Mutual Aid Agreements with other agencies, coordination of investigations as well as department sponsored training will increase the number of officers with specialized skills in handling investigations into crimes that are committed by sophisticated criminals. A secondary purpose is to take a proactive stance in an effort to prevent further victimization by following up on ALL white-collar related calls-for-service in an effort to identify the alleged perpetrators, secure the evidence involved, and follow the paper trail back to its source.

#### Specific Plan

The following tasks and activities will be employed to aggressively combat White Collar Crime.

1. All members of the agency will attend training to make them aware of current laws and policies concerning white collar crime investigation and prosecutorial procedures. Training should also be offered to other law enforcement and community agencies, such as the solicitor's office, schools, businesses and other civic organizations that express a desire to attend, in order to enable citizens and other individuals with a vested interest in law enforcement to have an understanding of the department's policies in handling white-collar criminal investigations and to enlist the community's cooperation in reducing the occurrence and recurrence of such activity.
2. Every report of white collar crime and calls-for-service involving these activities will be referred to the White Collar Crime Investigative Unit designed to address this specific problem. This unit will be responsible for the investigation of any criminal activity that occurs in these incidents. This unit would also be responsible for coordinating with other upstate agencies to address the issues that cause the activity and or have allowed it to continue.
3. The White Collar Crime Investigative Unit will be responsible for handling all calls of this nature. An investigator will be available during business hours every business day to address these types of crimes. All members of the investigative unit will meet daily to advise each other of any new cases. A listing of prior contacts will be maintained by computer and any new cases added after regular office hours will be placed into this information system.
4. The investigator(s) assigned to this unit will make contact with the victims the same day that the case is assigned. An intake form will be filled out on all victims and offenders. Information gathered will include the names of the victim(s) and the offender(s) as well as all other witnesses known to law enforcement at that time. By statute, Law Enforcement must notify victims of the status of their case until it is resolved.
5. After regular office hours, cases of White Collar Crime which result in significant losses would require the investigator on call to be notified and respond. Unless otherwise directed, the crime scene will be processed for finger prints, fibers, etc and documented via photographs and video.
6. After meeting the victims, and when possible, the offenders in particular cases, the investigator will refer these individuals to other agencies for assistance when necessary. Contact and referral will occur as soon as possible.
7. The White Collar Crime Investigative Unit will have available program literature that describes the services provided by the unit and explains Frequently Asked Questions. The investigators will also be available to assist victims in filling out forms to initiate legal action.
8. The White Collar Crime Investigative Unit will ensure that the Victim's Advocate is aware of every new case, if applicable.
9. The members of the White Collar Crime Investigative Unit will attend all pertinent training classes that will assist them in being better qualified to investigate these types of crimes as well as improve their qualifications to instruct

other officers in conducting these types of investigations.

10. The White Collar Crime Investigative Unit will meet regularly with Agents of the FBI, Secret Service, and if applicable, the Joint Terrorism Task Force to identify and target individuals who utilize white collar criminal activities to further their criminal enterprise.

11. The investigators will be responsible for notifying the victims of the status of their case.

## PROGRAM NARRATIVE

**PROJECT OBJECTIVE(S):** Objectives are specific, quantified statements of expected results of the project. The objectives must be described in terms of measurable events that can be realistically expected under time constraints and resources. Objectives must be related to the Problem Statement and Project Purpose outlined on Pages 7 and 8.

### PROJECT OBJECTIVES

1. To decrease the number of calls-for-service that are related to white collar crime.
2. To improve the prosecution of White Collar Crimes investigated.
3. To increase knowledge of all members of the City of Anderson Police Department in the area of white collar crime, investigation, prosecution and prevention.
4. To increase the knowledge of the investigators assigned to this program by their attending at least two training sessions / seminars during the grant period.
5. To increase coordination and cooperation among other agencies in the Northwest corner of South Carolina, as well as the F.B.I and Secret Service.
6. To decrease, at all levels of court, the number of repeat offenders who go on to commit additional crimes of this nature.
7. To develop and maintain a Memorandum of Understanding with other/outside agencies.

## PROGRAM NARRATIVE

**PERFORMANCE INDICATOR(S):** State exactly how each objective will be measured. **Performance indicators must be matched to each specific program objective on Page 9** (i.e., if there are **5** objectives, then there must be 5 corresponding performance indicators). Performance indicators are based on quantitative (numbers) and qualitative (opinions organized in meaningful ways) data gathering procedures which evaluate and document your project.

### PERFORMANCE INDICATORS

1. The number of calls-for-service for white collar-related incidents will be monitored and statistics will be maintained for comparison to the previous month and to the same month one year prior.
2. Statistical data will be maintained on the number of white collar crime cases investigated and prosecuted in City, General Sessions (State) and Federal Court.
3. A record will be maintained for all members receiving training from the White Collar Crime Investigative Unit.
4. Training sessions attended by the investigator(s) will be documented.
5. A record of meetings with other agencies as well as joint investigations conducted therewith will be maintained along with information documenting accomplishments. These meetings and investigations may include representatives from both public and private agencies. Statistical data will be maintained on the number of cases that result in apprehension and prosecution.
6. Statistical data will be maintained on the number of cases identified as being related to white collar crime and further identified as to whether the offender had been previously adjudicated as a financial crimes (white collar crime) abuser. This data will then be compared to data compiled from previous years to determine if the trend is decreasing or increasing.
7. The Project Director will maintain copies of the Memorandum of Understanding(s).

## PROGRAM NARRATIVE

**PROJECT EVALUATION:** This requirement is to: (1) establish an evaluation plan or process to assess the impact of your project on the drug and violent crime problem in your jurisdiction, (2) conduct the evaluation during the grant funded period, and (3) submit a formal written evaluation report at the close of the grant period. The purpose of evaluating each project is to assess how well it has been implemented in your jurisdiction and to assess the extent to which the activities funded have achieved the project's goals. The plan or process must describe how the evaluation will be accomplished and must describe the range of activities that will serve as vehicles for obtaining general qualitative and specific quantitative information. **The plan or process must be completed and submitted on this page.**

### EVALUATION PLAN and REPORT

1. The evaluation of this grant will be conducted by the Project Director, who will compile information on all acts of white collar crime that are reported to the local agency. Information on each case will include the following: case number, investigator assigned, date of incident, incident heading, victim name, suspect, and disposition of case. Comparisons between current and past statistics will be made through this compilation of data in order to determine progress.
2. The investigator will document all training received and given.
3. Records of all meetings will be kept and reviewed by the investigator(s) and the Project Director in order to determine what if any changes or additions need to be made.
4. The Project Director will compile and submit quarterly progress reports as well as the year-end evaluation report.
5. The project Director will keep records indicating the extent of training that has been provided to the department as a whole by the White Collar Crime Investigative Unit.

## PROGRAM NARRATIVE

Total Population for county(ies):

Or City/Town:

Site source of information

Agency Information: (for Law Enforcement Agencies ONLY)

Number of sworn officers in agency

Number of non-sworn staff in agency

Total number of personnel in agency

**GRANT-FUNDED PERSONNEL TRAINING:** A formal training plan should be prepared for grant-funded personnel to provide qualification training necessary to adequately implement the first year of the grant project. For continuation grant projects, sustainment-training needs are encouraged and expected. Cite the training plan and training courses below.

Note Regarding Above Personnel Stats: Source is the City of Anderson PD FY06 Annual Report. In the report 87 sworn officers are listed but we added a grant-funded PSN Investigator slot in November 2006.

**TRAINING PLAN:**

The investigators will attend two (2) or more White Collar Crime training courses and seminars during the grant-funded years. This may include training courses through the SCCJA, IPTM, and training courses offered through the St. Petersburg Community College. National courses (offered by entities outside of South Carolina) and training will also be attended. Examples of National Organizations that offer education and training in conducting investigations into White Collar Crime are the Federal Bureau of Investigations' facility at Quantico, the Federal Law Enforcement Training Center, and the Gatlinburg Law Enforcement Conference. (This list is not all-inclusive.)

If time permits, the grant-funded investigators will attend computer training class(es) to establish computer skills proficiency.

**PROJECT CONTINUATION POTENTIAL:** Explain how the project activity will be continued after federal assistance is no longer available.

Upon the conclusion of the requested grant-funding, city officials will propose continuation of this project through the municipal budget.

Implementation Tasks	Person Responsible	Implementation Proposed (Proposed Quarters)			
		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Hire Investigator	Project Director / Invest	X			
Develop investigator's schedule	Project Director / Invest	X			
Bid & Purchase grant-funded equipment / supplies	Project Director / Invest	X			
Interagency Coordination Tasks	Project Director	X	X	X	X
Solicitor's Office Coordination	Investigator	X	X	X	X
Attend Training	Investigator	X	X	X	X
Conduct Officer Training	Investigator	X	X	X	X
Public Presentations	Investigator	X	X	X	X
Conduct Investigations	Investigator	X	X	X	X
Collect/maintain data	Investigator	X	X	X	X
Refer victims to appropriate agencies	Investigator	X	X	X	X
Serve as resource information	Investigator	X	X	X	X
Compile/submit Financial & Programmatic reports	Project Director	X	X	X	X
Adjust/Improve investigative methods	Project Director / Invest	X	X	X	X
Compile/submit annual evaluation	Project Director				X

The implementation schedule is intended to give our office a proposed list of activities planned, when they are to be implemented, and the person responsible. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. Please use an "X" to denote which quarter you plan to implement the activity. This schedule will be used to reflect the actual activities, dates, etc. in the "Implementation Actual Time Frame" section when the grant project is monitored.

## JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

1. **Availability of Federal Funds:** This grant award is contingent upon availability of federal funds approved by Congress.
2. **Applicable Federal Regulations:** The Subgrantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Subgrantee must comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.
4. **Audit Requirements:** The subgrantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by the State Funding Agency (SFA) and/or any of their duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with the OMB Circular. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subgrantee has not expended the amount of federal funds that would require a compliance audit. The subgrantee agrees to accept these requirements by the completion of Page 6 of this application. **The State Funding Agency (SFA) will only pay the grant portion of compliance audit costs and only if a compliance audit is required. Funding for accounting services is not allowed.**
5. **Equal Employment Opportunity:** No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under subgrants awarded pursuant to the Act governing these funds or any project, program, activity or subgrant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Labor Regulation 41 CFR Part 60; and the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G. The subgrantee must therefore ensure it has a current Equal Employment Opportunity Program (EEOP) which meets the requirements of 28 CFR 42.301. The Subgrantee further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of The EEOP, as supplemented in Department of Labor Regulations 41 CFR Part 60.

The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the SFA.

6. **Conflict Of Interest:** Personnel and other officials connected with this grant shall adhere to the requirements given below:

- a. Advice: No official or employee of a state or unit of local government or of non-government grantees/subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

## JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

b. Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of:

- 1) Using his or her official position for private gain;
- 2) Giving preferential treatment to any person;
- 3) Losing complete independence or impartiality;
- 4) Making an official decision outside official channels; or
- 5) Affecting adversely the confidence of the public in the integrity of the government or the program.

7. **Bonding:** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.

8. **Non-Supplanting Agreement:** The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subgrantee must stop charging the grant for the new position. Upon filling the vacancy, the subgrantee may resume charging for the grant position.

9. **Project Implementation:** The Subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first quarterly report.

10. **Written Approval of Changes:** Any changes to this subgrant, which are mutually agreed upon, must be approved, in writing, by the SFA prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

11. **Contract Approval Requirements:** The Subgrantee must receive approval of all contract agreements for services and products from the SFA prior to execution. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to the SFA prior to payment or within 30 days of signature, whichever comes first.

In addition to the above requirements, consultant contractors (both individual and consulting firm) will be required to file quarterly progress and fiscal reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.

12. **Individual Consultants:** Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$450.00 per day.

13. **Dual Employment Compensation:** Dual employment compensation must be approved by the SFA prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to the SFA.

14. **Sole Source Procurement:** Use of sole source procurement is discouraged. Sole source purchases will be awarded

**only under exceptional circumstances** and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit **prior written approval** of the SFA.

## JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

**15. Bidding Requirements:** The subgrantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable.

On any items, including those bids in the aggregate, whose total cost is less than \$5000, the bids do not have to be submitted to the SFA for review and approval; but adequate documentation must be maintained in the subgrantee's files. For items costing \$2,501 to \$4,999, this documentation must include written quotes. For items \$2,500 or less, written documentation of verbal quotes is acceptable.

On any items, including those bids in the aggregate, whose total cost is \$5000 or more, bids must be submitted to the SFA for review and approval prior to acceptance of any bid. Please refer to the Administrative Procurement Procedures for further instructions.

**16. Personnel and Travel Costs:** Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. Travel costs must not exceed the federal rate established by the General Services Administration. These rates vary by location and season and are updated annually at [www.gsa.gov](http://www.gsa.gov). Attendees will only be reimbursed up to the maximum allowable rate, excluding taxes and surcharges. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual or its Board's signed minutes must be submitted with the application which provide mileage and per diem rates.

**17. Rental Cost:** The SFA will only pay the grant portion of rental costs. Grant participation in mortgage payments is unallowable. Prior to final approval of rental costs, a copy of the lease agreement must be provided to the SFA as well as the total square footage included in the rental agreement and the amount of square footage requested to be funded under this grant. The Subgrantee must request approval, in writing, when:

a. The total rental space requirement, including space for files, conference, mail, supply, reproduction and storage rooms, is in excess of 150 square feet per employee. Space required for intermittent and/or part-time employees may be included in the space requirement.

b. The rental charge exceeds \$10 monthly per square foot. The subgrantee must certify in writing that the requested rental charge is consistent with the prevailing rates in the local area and shall maintain documentation in its files to support such a determination.

**18. Obligation of Grant Funds:** Grant funds may not, without advance written approval by the SFA be obligated prior to the effective date of award or approved revision. No obligations are allowed after the end of the grant period, and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.

**19. Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit.

Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter.

Grants failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented as detailed in the Request for Payment Instructions.

**20. Recording and Documentation of Receipts and Expenditures:** Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

## JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

**21. Financial Responsibility:** The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the Office of Justice Programs guideline manual entitled, "Financial and Administrative Guide for Grants."

a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.

b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.

c) The accounting system should provide accurate and current financial reporting information.

d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

**22. Reports:** The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the SFA may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports.

**23. Program Income:** All program income generated by this grant during the project must be reported to the SFA quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the SFA.

**24. Retention of Records:** Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.

**25. Property Control:** Effective control and accountability must be maintained for all personal property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property.

a. Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

b. Property Control Record Form: At the time the final request for payment is submitted, the subgrantee must file with the SFA a copy of the Property Control Record Form (provided by the SFA) listing all such property acquired with grant funds. The subgrantee agrees to be subject to a biennial audit by the SFA and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.

c. Use and Disposition: Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from the SFA prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the SFA immediately.

## JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

**26. Performance:** This grant may be terminated or fund payments discontinued by the SFA where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those grant conditions or other obligations established by the SFA. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from the SFA, the subgrantee shall reimburse the SFA the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse the SFA for payments made.

**27. Deobligation of Grant Funds:** All grants must be deobligated within forty-five (45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by the SFA.

**28. Project Evaluation Report:** The formal evaluation report must be received by the SFA not later than 45 days after the end of the grant funding period. The report is in addition to the cumulative Final Progress Report also due 45 days after the end of the grant funded period.

**29. Copyright:** Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (SFA) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or SFA purposes:

- a. the copyright in any work developed under this grant or through a contract under this grant; and,
- b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or the SFA's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

**30. Cash Depositories:** Subgrantees are required to deposit grant funds in a federally insured banking institution, and the balance exceeding insurance coverage must be collaterally secured.

**31. Furniture Purchase Requirements (For State Agencies Only):** The SFA requires that furniture funded by the grant (both grantor and match) be purchased through the South Carolina Department of Corrections, Prison Industries Program (PI). The subgrantee may purchase grant funded furniture through another vendor only if, (a) PI is unable to guarantee delivery within eight (8) weeks of the placement of the order, or (b) the subgrantee receives a bid for furniture of equal or higher specifications for less than the PI cost. If (a) or (b) is utilized, the Project Director or Authorized Official must certify this process. The certification must accompany the Request for Payment for the applicable items.

Regardless of purchase source, the PI cost will be the maximum allowed by the grant. The maximum limit applies to Grantor funds and Match funds and any combination of the two. The subgrantee should contact a customer services representative at PI at 1-800-922-8121.

**32. Americans with Disabilities Act of 1990 (ADA):** The subgrantee must comply with all requirements of the Americans

with Disabilities Act of 1990 (ADA), as applicable.

## JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

**33. Compliance With Section 504 Of The Rehabilitation Act of 1973 (Handicapped):** All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its subgrantees, contractors, subcontractors, assignees or successors.

**34. Utilization of Minority Businesses:** Subgrantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

**35. Confidential Information:** Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant which the SFA requests to be kept confidential shall not be made available to any individual or organization by the subgrantee without prior written approval of the SFA.

**36. Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

**37. Debarment Certification:** The subgrantee must comply with Federal Debarment and Suspension regulations by requiring completion of "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" by subrecipients prior to entering into a financial agreement with the subrecipients for any transaction as outlined below:

a. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$25,000 and is a cumulative amount from all federal funding sources).

b. Any procurement contract for goods and services, regardless of amount, under which the subrecipient will have a critical influence on or substantive control over the transaction.

The subgrantee is responsible for monitoring the submission and maintaining the official document.

**38. Drug-Free Workplace Certification:** This Certification is required by the S. C. Drug-Free Workplace Act #593 of 1990 and federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, **require certification by state agency subgrantees** that they will maintain a drug-free workplace. The South Carolina Drug-Free Workplace Act **requires certification** by all **subgrantees receiving \$50,000 or more**. The Certification is a material representation of fact upon which reliance will be placed when the SFA determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.

**39. Disclosure of Federal Participation:** In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the Project unless the subgrantee:

- a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and,
- b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.

## JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

**40. Publications:** The subgrantee agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subgrantee describing programs or projects funded in whole or in part with federal funds, shall contain the following statement:

"This project was supported by Federal Formula Grant # \_\_\_\_\_, (refer to the Grant Award for the Federal Formula Grant Number which can be found immediately after the CFDA No.) awarded by the Bureau of Justice Assistance, U.S. Department of Justice through the South Carolina Department of Public Safety. The Assistant Attorney General, Office of Justice Programs, coordinates the activities of the following program offices and bureaus: Bureau of Justice Assistance, Bureau of Justice Statistics, National Institute of Justice, Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U. S. Department of Justice."

The subgrantee also agrees that one copy of any such publications will be submitted to the SFA to be placed on file and distributed as appropriate to other potential subgrantees or interested parties. The SFA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subgrantee.

**41. Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

**42. Non-Profit Organization Special Requirement:** In accordance with the revised OMB Circular A-110, effective February 10, 1987, non-profit organizations shall maintain advances of federal funds in interest bearing accounts. Interest amounts earned on all advances of Federal grant funds up to \$250 per fiscal year may be retained by the recipient for administrative expense. This amount is not per award but from all funds received as a result of Federal programs. Annually remit interest earned (over and above the \$250 per fiscal year) on advances of Federal grant funds to the United States Department of Health and Human Services, Division of Payment Management Services, Post Office Box 6021, Rockville, MD 20852. In order to simplify compliance with this requirement, we suggest that the subgrantee have a separate bank account for funds received under this grant.

**43. Fiscal Regulations:** The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the SFA Guidelines or "Special Conditions" placed on the grant award.

**44. Compliance Agreement:** The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the SFA. Failure to comply could result in a "Stop Payment" being placed on the grant.

**45. Higher Education Institutions:** Where cash match is required subgrantees must show the applicable percentage match for each line item entry on the respective budget pages. An exception is made for institutions of higher education operating in accordance with OMB Circular A-21. In those instances the subgrantee may show an aggregate, bottom line match rather than a line item match. However, eligible applications utilizing this option must document in their Request For Payments some amount of match on at least a quarterly basis. They also must fulfill the total match amounts required under the grant prior to disbursement of the final payment from the Department of Public Safety to the subgrantee.

## JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

**46. Suspension or Termination of Funding:** The SFA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subgrantee for any of the following reasons:

- a. Failure to comply substantially with the requirements or statutory objectives of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Block Grants Program Guidelines issued thereunder, or other provisions of Federal Law.
- b. Failure to adhere to the requirements, standard conditions or special conditions.
- c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
- d. Failure to submit reports.
- e. Filing a false certification in this application or other report or document.
- f. Other good cause shown.

## JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

47. This special condition facilitates compliance with the provisions of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories [hereinafter, "meth lab operations"]. No monies from this award may be obligated to support meth lab operations unless the grantee implements this special condition.

The Office of Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-level Environmental Assessment (Assessment) governing meth lab operations. The Assessment describes the adverse environmental, health, and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under their methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions apply to the grantee for any OJP funded meth lab operations:

- A. The grantee shall ensure compliance by OJP funded sub-grantees with federal, state and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations.
- B. The grantee shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure that the adverse environmental, health, and safety impacts delineated in the Assessment are mitigated in a manner consistent with the requirements of this condition.
- C. The grantee shall monitor OJP funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee's Mitigation Plan. These mitigation measures must be included as special condition in all subgrants: (See below)
  1. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
  2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
  3. As determined by their specified duties; equip the personnel with OSHA required protective wear and other required safety equipment;
  4. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
  5. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from site(s) of each seized laboratory;
  6. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
  7. Monitor the transport, disposal, and recycling components of subparagraphs numbered 5. and 6. immediately above in order to ensure proper compliance;
  8. Have in place and implement a written agreement with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
  9. Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

# JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SFA) determines to award the covered transaction, grant or cooperative agreement.

### 1. LOBBYING:

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR -

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

## JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

### CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

#### 3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO GRANTEES RECEIVING \$50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT.

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees -

The applicant certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs, and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will -

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted -

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

4. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- **APPLICABLE TO GRANTEES RECEIVING \$50,000 OR MORE.** As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees -

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

## JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO. 1G07008

### CERTIFICATION BY PROJECT DIRECTOR \*

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Prefix: Captain

First Name: Kevin

Middle Name: G.

Last Name: Marsee

Suffix:

Title: Captain

Agency: Anderson Police Department

Mailing Address 401 South Main Street

City: Anderson

State: South Carolina

10 Digit Zip: 29624-2301

Phone Number: 864.844.1560

Fax Number: 864.260.4615

E-Mail Address: kmarsee@cityofandersonsc.com

Signature:

Bonded: **Yes**

### CERTIFICATION BY FINANCIAL OFFICER \*

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this grant application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Prefix: Mrs.

First Name: Peggy

Middle Name:

Last Name: Maxwell

Suffix:

Title: Finance Director

Agency: City of Anderson, Inc.

Mailing Address 401 South Main Street

City: Anderson

State: SC

10 Digit Zip: 29624-2301

Phone Number: 864.231.2204

Fax Number: 864.231.5939

E-Mail Address: pmaxwell@cityofandersonsc.com

Signature:

Bonded: **Yes**

## JUSTICE ASSISTANCE GRANT PROGRAM TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO. 1G07008

### CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN \*

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.

Prefix: Mr.

First Name: John

Middle Name: R.

Last Name: Moore

Suffix: Jr.

Title: City Manager

Agency: City of Anderson

Mailing Address: 401 South Main Street

City: Anderson

State: South Carolina

10 Digit Zip: 29624-2301

Phone Number: 864.231-2200

Fax Number: 864.231-7854

E-Mail Address: jmoore@cityofandersonsc.com

Signature:

Bonded: **Yes**

**\* NOTE:** THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA APPROVAL.