

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

Grant # 1G08003

App # AG08015

To Be Completed by Project Director

Section 1

County Name: 04 - ANDERSON

Section 2

Grant Period:

Begin: 7/1/2008

End: 6/30/2009

Section 3

Project Title: Crime Scene Investigative Unit

Section 4

Project Summary: To maintain the existing 2 Crime Scene Investigators in order to establish a uniformed approach to combat crime by discovering, recognizing, identifying, collecting, analyzing and preserving evidence that will prove vital to CS investigations and criminal prosecutions in Anderson, SC.

Section 5

Type of Application

a. Continuation

b. Year of Funds : 2

Other:(Specify)

c. Reimbursable

Section 6

a. Organization Type : City

Other:(Specify)

b. U. S. Congressional District 03

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 29624-2301

(Area) Phone #: (864) 231-2272

(Area) Fax #: (864) 260-4615

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	\$110,259	\$36,752	\$147,011
Contractual Services	\$0	\$0	\$0
Travel	\$10,275	\$3,425	\$13,700
Equipment	\$0	\$0	\$0
Other	\$5,334	\$1,778	\$7,112
TOTAL:	\$125,868	\$41,955	\$167,823
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			
CSI Investigators (Continuation of existing)	100% @ 42,500 ea	2	\$63,750	\$21,250	\$85,000
Overtime for CSI Personnel	100%	2	\$4,500	\$1,500	\$6,000
			\$0	\$0	\$0
TOTAL SALARIES:			\$68,250	\$22,750	\$91,000

EMPLOYER CONTRIBUTIONS (Fringe Benefits)

% or Rate	X Base				
Social Security & Medicare (FICA)	91,000	0.765	\$5,222	\$1,740	\$6,962
Retirement	91,000	0.103	\$7,030	\$2,343	\$9,373
Worker's Compensation Insurance	91,000	0.056	\$7,266	\$2,422	\$9,688
Unemployment Insurance (on first \$7,000 only)	1,000	4	\$3,000	\$1,000	\$4,000
Health Insurance	6,024	4	\$18,072	\$6,024	\$24,096
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	4 X \$473	\$1,419	\$473	\$1,892
TOTAL EMPLOYER CONTRIBUTIONS:			\$42,009	\$14,002	\$56,011
TOTAL PERSONNEL:			\$110,259	\$36,752	\$147,011

CONTRACTUAL SERVICES:

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

	\$0	\$0	\$0
TOTAL CONTRACTUAL SERVICES	\$0	\$0	\$0

TRAVEL:

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

Mileage: 20,000 miles @ IRS rate (10,000 per investigator)	\$7,275	\$2,425	\$9,700
Lodging, per diem, airfare	\$3,000	\$1,000	\$4,000
	\$0	\$0	\$0
	\$930	\$310	\$1,240
TOTAL TRAVEL:	\$10,275	\$3,425	\$13,700

WHOLE DOLLARS ONLY

BUDGET DESCRIPTION

Section 2-A

MATCHING FUNDS

CATEGORIES

GRANTOR

CASH

TOTAL

PERSONNEL

SALARIES

% of Time

Quantity

Position Title

On Project

			\$0	\$0	\$0
TOTAL SALARIES:			\$0	\$0	\$0

EMPLOYER CONTRIBUTIONS (Fringe Benefits)

% or Rate

X Base

Social Security & Medicare (FICA)			\$0	\$0	\$0
Retirement			\$0	\$0	\$0
Worker's Compensation Insurance			\$0	\$0	\$0
Unemployment Insurance (on first \$7,000 only)			\$0	\$0	\$0
Health Insurance			\$0	\$0	\$0
Dental Insurance			\$0	\$0	\$0
Pre-Retirement Death Benefit			\$0	\$0	\$0
Accident Death Benefit (Police Officers)			\$0	\$0	\$0
Other Employer Contributions (Itemize)			\$0	\$0	\$0
TOTAL EMPLOYER CONTRIBUTIONS:			\$0	\$0	\$0

TOTAL PERSONNEL: \$0 \$0 \$0

TRAVEL:

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

			\$0	\$0	\$0
TOTAL TRAVEL:			\$0	\$0	\$0

TOTAL OTHER:	\$5,334	\$1,778	\$7,112
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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, TRAVEL & EQUIPMENT

PERSONNEL

Salary, fringe benefits, and overtime: for two (2) municipal police investigators who will be designated as Crime Scene Investigators for the City of Anderson.

TRAVEL

"Mileage: Estimated mileage of 10,000 miles per 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: Two (2) round trip tickets per year for each investigator in the unit to use for transportation to at least two (2) national training classes per year on Crime Scene Investigations.

BUDGET NARRATIVE (Continued)

OTHER

Registration fees: To be paid for training courses offered to the Crime Scene Investigative Unit. All grant funded personnel will attend a minimum of 2 classes each year that specialize in Crime Scene Investigations, Crime Scene Analysis or related topics as pre-approved by the SCDPS.

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

Cell Phone and Service: To be used by each investigator to return calls to Prosecuting Attorneys, Victims and others as needed.

Office Supplies: For the unit to use in the performance of their duties. Examples include but are not limited to: 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.

Personal Recorder Cassettes: High quality cassettes for use by the investigators while gathering evidence for use in prosecution.

Computer Supplies: Up to four (4) sets of computer ink cartridges per printer to replace the printers' factory installed cartridges when they require replacing and other miscellaneous computer supplies.

Digital Storage Device(s): Blank Video Tapes or a digital storage device or medium to store videos of crime scenes and interviews with victims and defendants in order to build stronger cases and reduce overall victim interviews

Digital Storage Medium: To be used by the CSI unit with the camera to gather and document evidence by photographing evidence and crime scenes.

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 07/01/2008 Ending 06/30/2009

2. Audit will be submitted to Accounting - Grants by: 03/31/2010

(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 refer to Page 7 Problem Statement Attachment

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 ultimate goal in the gathering of forensic evidence in the City of Anderson is to combine resources with other agencies to form a strong Crime Scene Investigative Unit and to provide a unified approach to combating crime by discovering, identifying, and properly collecting and preserving vital evidence in crime scene investigations. The services of this unit would establish uniformity of forensic services throughout the Greater-Anderson Area with the objective of achieving consistency in the recognition and preservation of physical evidence that will yield reliable information throughout all aspects of the investigation. The support and capabilities of this unit will clearly advance the successful prosecution and conviction of a criminal offender.

The primary purpose of this program is to improve investigations of Crimes Scenes, especially scenes that involved violent activity. 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 Crime Scene Investigations. A secondary purpose is to take a proactive stance in an effort to prevent further victimization by extensively following up on Crime Scenes that involve burglaries, break-ins and/or violent criminal activity in an effort to prosecute and more offenders, get them longer sentences and thereby make the Greater-Anderson Area less crime-prone.

Specific Plan

The following tasks and activities will be employed to aggressively investigate Crime Scenes.

1. The Crime Scene Unit will be housed in the City of Anderson Police Department headquarters and will use the current space available. The Lieutenant of the Investigative Services Division (ISD) will supervise the administrative matters and the day to day operations to ensure cohesiveness and communication. The Lieutenant and the Project Director will initiate recruitment and hiring of the Crime Scene Investigators. They will solicit bids for the procurement of equipment. Weekly meetings will be required for all of the Crime Scene Unit to share information. Statistical information will be logged and input into a software system to report and collect data for grant purposes and documentation for court presentations. The Crime Scene Unit will respond to crime scenes on a 24 hour basis with officers working full time on two shifts a day and on an on-call basis during off hours.

2. Policies and procedures (aka General Orders) will be developed and implemented. The increased manpower will enable us to research and select processes and procedures suggested by both the Federal Bureau of Investigation and the South Carolina Law Enforcement Division. Standard procedures and guidelines for evidence recovery operations will be followed to insure uniformity in systematic stages to preserve evidence for court presentation.

The Crime Scene Investigative Unit will greatly increase the minimum work efforts provided to the citizens that we serve.

3. The following evidence recovery operational stages will be implemented so that the search for evidence will be organized and performed in a legal manner (3A - 3C):

3A. **PREPARATION:** The collection of evidence will require the necessary preparation of packaging materials, all forms for documentation, search warrants, prior supervisory scene selection, hazardous materials safety, and organization of communication services.

3B. **EMERGENCY RESPONSE TEAM:** The basic stages for the processing of a crime scene are: safety, security, survey & evaluation of evidence, narrative description, scene photography, diagram & sketching, conducting a detailed search, recording & physical evidence collection, final survey, and the release of the crime scene.

3C. **DOCUMENTATION PROCEDURES FOR EVIDENCE RECOVERY:** There are four categories for documentation that must be applied to any search: Administrative worksheet, narrative description, diagram & sketch and evidence recovery log.

4. Grant personnel will attend the International Association for Identification Annual Conference. They will also be attending the Practical Homicide Training Class offered through the Public Agency Training Council. This class is taught by Vernon Geberth, who is nationally known as an expert in the field of homicide and death investigation, along with crime processing and evidence collection. Specific courses of instruction will further be attended as it relates directly to any specialized equipment obtained through the grant. Grant personnel will in turn, share the knowledge received from these courses with the Police Department officers and/or interested law enforcement agencies within the County of Anderson.

5. A formalized "In-House" training plan will be made available to the Crime Scene Investigation Unit. The training courses will include classroom instruction and hands-on training applications. These formalized training plans with multiple components will be taught to the CSI Unit on a quarterly basis and monthly when classes are scheduled. The agencies within Anderson County and the surrounding counties will be offered training at no cost as a means of performing a unified approach to properly investigating crime scenes. The City of Anderson Police Department will partner with the Federal Bureau of investigation (FBI), the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), the State Attorney General's Office (AGO) and other agencies to make available to the CSI Unit the needed specialized training in the basic and advanced technology used in the gathering of evidence.

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. Increase the identification and apprehension of criminal offenders in the City of Anderson.
2. Establish a written, standardized protocol to ensure the quality and uniformity of evidence collection, preservation, analysis and report writing in the City of Anderson.
3. Increase the knowledge of the Crime Scene Investigator/s.
4. Facilitate the process of criminal cases through the court system.
5. Increase the coordination and cooperation among criminal justice agencies and the court system.

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. A detailed log will be kept of all cases involving the City of Anderson Crime Scene Investigative Unit. These logs will include case numbers, date, location, agencies involved, type of crime, etc.
2. Standardized reporting forms, policies, and procedures will be written and required for all evidence collection and preservation for the Crime Scene Unit and all other participating agencies. These systematic procedures will be required for all phases of crime scene investigations and will be logged as such.
3. All grant funded Crime Scene Investigative Unit certified officers will be required to attend at least two training courses per year pertaining to the area of crime scenes. A record of each grant-funded officer's training will be kept, which will include the officer's name, course name, date and place held, and a summary of the training.
4. The Crime Scene Investigative Unit director will maintain open communication with prosecutorial staff to determine if proper legal procedures are being followed and evidence and information is being efficiently located, collected and disseminated.
5. The City of Anderson ISD Lieutenant will maintain a record of all Mutual Aid Agreements with all other agencies and coordinate Memorandum(s) of Understanding(s) with other agencies, including the Anderson County Sheriff's Office, for combining CSI services and sharing resources.

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

The Lieutenant of Investigations, Supervisors, and the Project Director will compile information. Information on each case will include the following: case number, investigator assigned, date of incident, incident heading, victim name, and disposition of case. Comparisons between the current and the past statistics will be made through this compilation of data in order to determine progress.

Detailed training records will be kept by the Project Director for each training course that is attended and on the classes taught as a result of grant training. The knowledge received from these courses will be shared at roll call meetings. Specialized training will be held to share training information received from the training courses. Training materials will be distributed to participants to keep them abreast with the training received. Surveys will be taken at the end of each training session and critiqued for future training; Minutes of the CSI meetings, lesson plans, and training survey results will be maintained and will be included in the Progress Reports for grant information. Other pertinent information relating to case findings and newspaper articles will be placed in the file and used as additional evaluation tools. These records will be reviewed by the investigators, the ISD Lieutenant, and the Project Director.

A review of the data for statistical purposes and the summary of activities for each case will be retrieved and evaluated. This information will be submitted as part of the Progress Report and the year-end evaluation will be compiled by the Lieutenant and the Project Director.

The Project Director will evaluate the project based upon the above information and on the objectives and performance indicators and the impact it has made on the community. The project director will then submit this evaluation to the Office of Justice Programs at the end of the grant year, separately from the progress report.

PROGRAM NARRATIVE

Total Population for county(ies): _____

Or City/Town: 26,302 _____

Site source of information Crime in the United States 2006 (USDOJ-FI)

Agency Information: (for Law Enforcement Agencies ONLY)

Number of sworn officers in agency 91* _____

Number of non-sworn staff in agency 44** _____

Total number of personnel in agency 135*** _____

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 the sworn personnel: 4 are grant funded: 1 PSN, 2 CSI & 1 White Collar.

**Note Regarding non-sworn personnel: Some of the non-sworn staff are part-time.

***Note regarding source of information: City of Anderson, South Carolina Police Department Fiscal Year 2007 Annual Report. (Includes all slots, including grant-funded and slots funded by other organizations + an additional 4 added after FY07.)

TRAINING PLAN:

The investigators will attend two (2) or more Crime Scene Investigation Training Courses and/or 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 Crime Scene Investigation 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.

The following courses are among those topics that would benefit the CSI Unit. When trained, the CSI Unit will attempt to maximize the training experience by updating the other law enforcement agencies in City of Anderson and the surrounding areas as to the new and/or updated procedures.

CRIME SCENE UNIT STANDARD OPERATING PROCEDURES: The student will be taught standard uniform processes and procedures to include standardized forms for evidence collection and investigation.

EVIDENCE RECOGNITION AND PROCEDURES: This course will cover basic crime scene diagramming, sketching and techniques in measurement to produce drawings.

BLOOD SPATTER RECOGNITION AND APPLICATION: This course will provide the student with the understanding and the recognition of blood spatter evidence. The student will also be taught how to utilize and incorporate this evidence in the investigation of violent crimes and the interview process related to suspects, victims and witnesses.

POWDERING AND LIFTING OF LATENT PRINTS: The student will be taught how to apply fingerprint powder to a non porous surface for the purpose of developing latent prints; the student will also be taught the proper technique in lifting latent prints utilizing various lifting materials.

LATENT PRINT DEVELOPMENT WITH CHEMICALS: The students will be taught how to apply chemicals to porous items for the purpose of developing latent prints.

CRIME SCENE DOCUMENTATION AND RECONSTRUCTION: This course will teach the basic photography of a

crime scene. The basic operation of a 35 mm camera, digital camera, and video camera will be taught for clearer imaging and evidence recognition.

SUPERVISING AND MANAGEMENT OF A CRIME SCENE UNIT: This course will provide guidance in the establishment and the management of a crime scene unit.

METHAMPHETAMINE LAB EVIDENCE IDENTIFICATION, COLLECTION, AND CLEAN-UP PROCEDURES This course will provide the student with the knowledge to identify a methamphetamine laboratory and the proper collection of the materials present at the scene. The appropriate handling and clean-up procedures will be taught for evidence purposes and for officer safety.

FIREARM, ARSON, AND EXPLOSIVE RECOGNITION: The students will be taught the proper search and recognition techniques for the handling of suspicious objects, firearms, and explosive materials at a crime scene. They will also be taught to view charcoal remains and evidence at fires to detect any suspicious circumstances.

BASIC POST BLAST CRIME SCENE: Students will gain experience in processing crime scenes in which explosive devices have been used. Students will also learn to process bombings in buildings and vehicles. They will be trained in the proper collection of explosive residue, trace evidence, and contamination protocols.

FORENSIC ANTHROPOLOGY/BODY RECOVERY: Students will learn body recovery techniques and crime scene management involving human-skeletal and decomposed remains. The training will include topics such as Introduction to Forensic Anthropology, Introduction to Forensic Pathology, Introduction to Human Osteology, Forensic Entomology, Bone Trauma, Forensic Dentistry, Mass Grave Excavation and Discovery and Mapping of Clandestine Graves.

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)			
		1 Qtr	2 Qtr	3 Qtr	4 Qtr
Formal announcement of CSI Invs. to dept.	Project Director / Invest	X			
Develop investigators' schedules	Project Director / Invest	X			
Purchase grant-funded equipment / supplies	Project Director / Invest	X			
Interagency Coordination Tasks	Project Director	X	X	X	X
Solicitor's Office Coordination	Investigators	X	X	X	X
Attend Training	Investigators	X	X	X	X
Conduct Officer Training	Investigators	X	X	X	X
Public Presentations	Investigators	X	X	X	X
Conduct Investigations	Investigators	X	X	X	X
Collect/maintain data	Investigators	X	X	X	X
Refer victims to appropriate agencies	Investigators	X	X	X	X
Serve as resource information	Investigators	X	X	X	X
Survey victims, offenders, and family members	Investigators	X	X	X	X
Compile/submit quarterly reports	Project Director		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 (EEO) 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 EEO, 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. 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. 1G08003

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: Jack

Middle Name: _____

Last Name: Sanders

Suffix: _____

Title: Captain of Investigative Services

Agency: Anderson Police Department

Mailing Address 401 South Main Street

City: Anderson

State: South Carolina

10 Digit Zip: 29624-2301

Phone Number: (864) 231-2263

Fax Number: (864) 231-7628

E-Mail Address: jsanders@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. 1G08003

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.

REQUEST FOR GRANT EXTENSION AND/OR REVISION

Date: _____

SUBGRANTEE :

GRANT TITLE :

Type of Request:

- Programmatic Revision
 Budget Revision:

1. REQUEST FOR EXTENSION

Last Approved Grant Period: _____ Begin Date: _____ End Date: _____
Proposed Grant Period: _____ Begin Date: _____ End Date: _____

Section 1a.

JUSTIFICATION FOR PROPOSED
EXTENSION:

2. REQUEST FOR BUDGET AND/OR PROGRAMMATIC REVISION

Specific Area(s) to be revised	Current Approved Federal Amount	Requested Amount	Difference	
			(+)	(-)
Personnel	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	
Contractual Services	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	
Travel	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	
Equipment	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	
Other	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	
Total	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	

JUSTIFICATION FOR THE REQUESTED
REVISION:

PAGE NUMBER(S) OF REVISED
GRANT PAGES:

3. SUBGRANTEE GRANT OFFICIAL:

Print Name: _____

Signature: _____ (Signature not required for Electronic Submissions)

**FOR STATE FUNDING AGENCY
ONLY:**

Senior Accountant


Date

Initial

Program Coordinator

Date

Initial _____

Availability of Funds: _____ 

Date _____

Initial _____

Comments: