AGREEMENT
between the CITY OF CLEVELAND, as Fiscal Agent,
and the CITY OF NORTH ROYALTON POLICE DEPARTMENT
for the
American Recovery and Reinvestment Act of 2009
Edward Byrne Memorial Justice Assistance Grant

THIS AGREEMENT is made this ______ day of ______________, 2009
between the City of Cleveland ("Cleveland"), a municipal corporation of the State of Ohio,
through its Director of Public Safety ("Director"), pursuant to the authority of Cleveland
Ordinance No. 610-09 (a copy of which is attached to this Agreement as Exhibit A),
passed by Cleveland City Council on June 1, 2009, and the City of North Royalton Police
Department ("Sub-Grantee") a municipal corporation of the State of Ohio, through its
authorized representative pursuant to the requisite authority.

RECITALS:

A. Under the American Recovery and Reinvestment Act of 2009 ("ARRA"),
Cleveland is the recipient of grant funds for the Edward Byrne Memorial Justice Assistance
Grant ("JAG") Program ("the Program") and has agreed to act as fiscal agent for allocation
of the funds among Cuyahoga County and 18 Municipalities in Cuyahoga County ("the
Sub-Grantees").

B. Cuyahoga County, Cleveland, and the 18 Municipalities have entered into a
Memorandum of Understanding ("MOU") dated April 16, 2009, (attached as Exhibit B)
which memorializes, among other things, the parties' understanding regarding allocation
and management of grant funds.

C. Cleveland, as fiscal agent for the Program, desires to contract with each of
the Sub-Grantees that are signatories to the MOU to participate in the Program under the
terms, conditions, and provisions contained in their respective Agreements.

In consideration of the foregoing, the payments, and the mutual promises
contained in this Agreement, Cleveland and the City of North Royalton Police Department
(Sub-Grantee") agree as follows:

1. Participation of Sub-Grantee
Sub-Grantee shall use all grant funds allocated to it by Cleveland in accord with the
Program purposes, budget, and objectives described in Exhibit C, attached hereto.

2. Compliance with Grant and Program Requirements
Sub-Grantee shall comply with all grant and Program requirements and conditions
including, but not limited to, those set forth in Exhibit D attached hereto.

3. Participation in Project Meetings
Sub-Grantee shall attend and participate in all meetings it is requested to attend by
Cleveland and shall provide promptly to Cleveland any Project documentation requested
by Cleveland.
4. **Term**
The Term of this Agreement shall commence on March 1, 2009 and, unless extended by the Cleveland or unless sooner canceled or terminated pursuant to the provisions of this Agreement, shall expire on February 28, 2013 or upon completion of all Program purposes by the Sub-Grantee, except that reports and obligations shall be due as described in this Agreement regardless of the Agreement's expiration date.

5. **Payment**
Amount. The City shall reimburse Sub-Grantee for the expenditures incurred in the accomplishment of all Program purposes required under this Agreement in an amount not to exceed One Hundred Thousand Dollars ($100,000.00) pursuant to the budget in Exhibit C and the provisions of this Agreement.

   a) **Invoice.** Sub-Grantee shall submit to Cleveland within 30 business days after the execution of this Agreement an invoice for the total payment to Sub-Grantee under this Agreement.

   b) **Cancellation of the Program.** If for any reason, the grant for purposes of funding the Program or the Program is cancelled for any other reason, Cleveland shall not be liable for any expenses incurred, except to the extent that sufficient funds from the grant proceeds are available for the payment of Sub-Grantee's expenses.

6. **Equipment Purchased By or For Sub-Grantee With Program Funds**
   a) **Title.** Title to all equipment and supplies purchased by and for Sub-Grantee with funds under this Agreement shall belong to the Sub-Grantee unless otherwise notified by Cleveland in writing or otherwise provided for under this Agreement.

7. **Procurement**
   a. **Sub-Grantee's Procedures.** When procuring property and services with Project funds, Sub-Grantee shall use its own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in this Agreement.

   b. **Contract Administration System.** Sub-Grantee shall maintain a contract administration system which ensures the Sub-Grantees perform in accordance with the terms, conditions, and specification of their contracts or purchase orders.

   c. **Settlement of Issues.** Sub-Grantee alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of its procurements.

8. **Record Retention, Access**
   a. **Scope.** This Article applies to all financial and programmatic records, supporting documents, statistical records, and other records of Sub-Grantee that are:
      i. Required to be maintained by federal regulations or the terms of this Agreement, or are
      ii. Otherwise reasonably considered pertinent to the Project and/or the terms of this Agreement.

   b. **Period of Retention.** Except when otherwise required by law for a longer period of time, records shall be retained for five years from the starting as specified in Paragraph (c). In the event any litigation, claim, negotiation, audit, or other action
involving the records has begun before the expiration of the five-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

c. **Starting Date for Records Retention.** The starting date for the five-year record retention time period commences upon Cleveland's submission to the DOJ of the final report for the grant years covered by this Agreement.

9. **Monitoring and Auditing**
   a. **Federal Government.** The DOJ, the Comptroller General for the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Sub-Grantee which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. This right of access shall not be limited to the required retention period specified in this Agreement, but shall last as long as the records are retained.
   b. **Audits.** Sub-Grantee shall comply with all audit requirements of the DOJ, the State of Ohio, and Cleveland.

10. **Cancellation**
    This Agreement may be canceled by Cleveland or Sub-Grantee at any time without cause upon 45 days written notice to the other party. The parties shall continue to abide by the terms and conditions of this Agreement during the 45-day notice period.

11. **Subcontractors**
   a. Sub-Grantee shall not subcontract, nor shall any subcontractor commence performance of, any part of the Program included in this Agreement, without the prior written consent of the DOJ. Subcontracting, if permitted, shall not relieve Sub-Grantee of any obligations under this Agreement. As a prior condition to approval of a subcontractor, Sub-Grantee shall file a conformed copy of the applicable subcontract with Cleveland for approval. The agreement between Sub-Grantee and the subcontractor shall contain all terms and requirements specified by Cleveland to ensure that the subcontractor maintains adherence to the goals and legal requirements of the Project.
   b. Sub-Grantee shall be and remain responsible to Cleveland for the acts or faults of any such subcontractor and of such subcontractor's officers, agents, and employees, each of whom for this purpose shall be deemed to be an agent of Sub-Grantee to the extent of its subcontract. Sub-Grantee and any subcontractor shall jointly and severally agree that Cleveland is not obliged to pay or to be liable for the payment of any sums due any subcontractor.

12. **Responsibility of Sub-Grantee**
   a. To the extent permitted by Ohio law, Sub-Grantee shall be solely responsible for any and all personal injury, property damages, or other liability attributable to the negligent actions, omissions, or reckless misconduct of Sub-Grantee, its officers, agents, or employees, while acting within the scope of their employment or agency in connection with this Agreement. This shall survive the term of this Agreement. Nothing in this provision shall be interpreted to waive any of the legal defenses either party may have available including immunity.
b. Sub-Grantee shall be an independent Contractor with respect to all activities performed under this Agreement and agrees to accept full and exclusive liability for the payment of any contributions or taxes for social security, unemployment benefits, pensions and annuities now or later imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Sub-Grantee on activities performed under the terms of this Agreement.

13. Default and Remedies
   a. Sub-Grantee shall be in default of this Agreement if any of the following occur:
      i. If Sub-Grantee fails to observe or perform any of the covenants or agreements under this Agreement and the failure continues for a period of 10 business days after written notice of the failure is given to Sub-Grantee by Cleveland.
      ii. The filing, execution or occurrence of: (1) a petition or other proceeding by, or a finding against, Sub-Grantee for its dissolution, reorganization or liquidation; (2) a petition in bankruptcy by Sub-Grantee; (3) an adjudication of Sub-Grantee as bankrupt or insolvent; (4) an assignment or petition for assignment for the benefit of creditors.
      iii. If Sub-Grantee abandons or discontinues its operations except when such abandonment or discontinuance is caused by fire, earthquake, war, strike, or other calamity beyond its control.

14. Assignment Prohibited
    Sub-Grantee may not assign, transfer, convey, sell or pledge its rights or interest in this Agreement or any part thereof, or any right or privilege created under this Agreement and on any attempt by Sub-Grantee to do so, this Agreement shall immediately terminate.

15. Notices and Payments
    All notices which may be proper or necessary to be served and payments to be made shall be sent by regular mail, postage prepaid, to the following addresses or to such other address as the parties may designate.

    To Cleveland: Director of Public Safety
                  Department of Public Safety
                  City of Cleveland
                  601 Lakeside Avenue, Room 230
                  Cleveland, Ohio 44114

    To Sub-Grantee: City of North Royalton Police Department
                      14000 Bennett Road
                      North Royalton, Ohio 44133-4827
                      Attention:

16. Construction of Agreement
    All terms used in this Agreement, regardless of number and gender, shall be construed to include any other number and any other gender, as the context or sense of this Agreement may require. Sub-Grantee agrees that no representation or warranties of
any type shall be binding upon Cleveland, unless expressly authorized in this Agreement. The headings of sections and paragraphs in this Agreement are for reference only, and in no way define or limit the scope or intent of any provision. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

17. The following documents are incorporated into and made a part of this Agreement:

1. Exhibit A – City of Cleveland Ordinance No. 610-09
2. Exhibit B – Memorandum of Understanding, dated 4/16/09
3. Exhibit C – Program with Budget
4. Exhibit D – Grant Conditions and Program Requirements with Sub-
Grantee’s Certifications

IN WITNESS, the parties have caused this instrument to be executed as of the date and year above written.

CITY OF CLEVELAND

By: ________________________________

Martin L. Flask, Director
Department of Public Safety

CITY OF NORTH ROYALTON POLICE DEPARTMENT

By: ________________________________

Print Name: ________________________________

Title: ________________________________

(Taxpayer ID Number)

The legal form and correctness of this Agreement is hereby approved.

CITY OF CLEVELAND
ROBERT J. TRIOZZI, DIRECTOR OF LAW
By: ________________________________
Nancy Kelly, Assistant Director of Law
Date: ________________________________

CITY OF NORTH ROYALTON
Legal Counsel

By: ________________________________

Print Name: ________________________________

Date: ________________________________
ORD. NO. 610-09
By Council Members Connell and Sweezy (by departmental request).
An emergency ordinance authorizing the Director of Public Safety to enter into various written standard purchase and requirement contracts needed in connection with implementing the Recovery Act Byrne Justice Assistance Grant and to enter into agreements with various participating municipalities and individuals, agencies, or entities which are necessary to implement the grant.
Whereas, one of the economic benefits under the American Recovery and Reinvestment Act of 2009, also known as the stimulus bill, Public Law 111-5, H.R.1, S. 1 (ARRA), allowed Cities to receive funding for eligible improvements, projects, and programs; and
Whereas, under the authority of Ordinance No. 462-09, passed April 20, 2009, this Council authorized the Director of Finance or the Director responsible for the eligible improvements, projects, and programs to apply for the ARRA funds from Federal, State, or other public entities.
Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,
Be it ordained by the Council of the City of Cleveland:

Section 1. That the Director of Public Safety is authorized to make one or more written standard purchase contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, the period of requirements to be determined by the director, for the necessary items of Public Safety. Bids shall be taken in a manner that permits an award to be made to all items as a single contract, or by separate contract for each combination of the items as the Board of Control determines.

Section 2. That the costs of the requirement contract shall be charged against the proper appropriation accounts and the Director of Finance shall certify the amount of the initial purchase, which purchase, together with all later purchases, shall be made on order of the Commissioner of Purchases and Supplies under a requisition against the contract or contracts certified by the Director of Finance.

Section 3. That under Section 103(b) of the Charter, the purchases authorized by this ordinance may be made through cooperative agreements with other governmental agencies. The Director of Public Safety may sign all documents that are required to make the purchases, and may enter into one or more contracts with the vendors selected through that cooperative process.

Section 4. That the Director of Public Safety is authorized to enter into one or more requirement contracts with various agencies, entities, or individuals, for the development or rehabilitation of the land and/or vacant, abandoned, and boarded structures acquired by the City.

Section 5. That the costs of the contracts or contracts authorized by this ordinance shall be paid from the fund or funds to which are credited the grant proceeds accepted under Ordinance No. 462-09, passed April 20, 2009, and are appropriated for this purpose.

Section 6. That the Director of Public Safety shall have the authority to extend the term of the grant during the grant term for the funds received under the authority of Ordinance No. 462-09, passed April 20, 2009, for the purposes of this ordinance.

Section 7. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed June 1, 2009.
Effective June 1, 2009.

ORD. NO. 647-09
By Council Member Sweeney (by departmental request).
An emergency ordinance authorizing the Director of Finance to enter into one or more requirement contracts without competitive bidding with Oracle USA Inc., for acquisition and maintenance of software licenses and other Oracle products, for the various divisions of the Department of Finance, for a period of three years, with two years, with three one-year options to renew, for the Department of Finance.

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

Section 1. That the Director of Finance is authorized to make one or more written standard purchase contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, the period of requirements to be determined by the Director of Finance, for the necessary items of Public Safety. Bids shall be taken in a manner that permits an award to be made to all items as a single contract, or by separate contract for each combination of the items as the Board of Control determines.

Section 2. That this Council determines that the within commodities are non-competitive and cannot be secured from any source other than Oracle USA Inc. Therefore, the Director of Finance is authorized to make one or more written standard purchase contracts with Oracle USA Inc. under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for the requirements in a period not to exceed two years, with three one-year options to renew, of the necessary items for acquisition and maintenance of software licenses and other Oracle products, to be purchased by the Commissioner of Purchases and Supplies on a unit basis, for the Division of Information and Technology, Department of Finance. The first of the one-year options to renew may not be exercised without additional legislative authority. If such additional legislative authority is granted and the first of the one-year options to renew is exercised, then the second of the one-year options to renew may be exercisable at the option of the Director of Finance, without the
MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITIES OF BEDFORD HEIGHTS, BROOKLYN, BROOK PARK, CLEVELAND HEIGHTS, EAST CLEVELAND, EUCLID, GARFIELD HEIGHTS, LAKEWOOD, MAPLE HEIGHTS, NORTH OLMSTED, NORTH ROYALTON, PARMA, PARMA HEIGHTS, SHAKER HEIGHTS, SOLON, SOUTH EUCLID, UNIVERSITY HEIGHTS, WARRENSVILLE HEIGHTS, THE BOARD OF CUYAHOGA COUNTY COMMISSIONERS, AND THE CITY OF CLEVELAND.

American Recovery and Reinvestment Act of 2009 Edward Byrne Memorial Justice Assistance Grant

This agreement is made and entered into this 16th day of APR. 1, 2009, by and among the cities of Bedford Heights, Brooklyn, Brook Park, Cleveland Heights, East Cleveland, Euclid, Garfield Heights, Lakewood, Maple Heights, North Olmsted, North Royalton, Parma, Parma Heights, Shaker Heights, Solon, South Euclid, University Heights, Warrensville Heights, the Board of Cuyahoga County Commissioners, hereinafter referred to as JURISDICTIONS, and the City of Cleveland, hereinafter referred to as CLEVELAND, witnesseth:

WHEREAS, this agreement is made under the authority of Sections 181.55 and following of the Ohio Revised Code: and

WHEREAS, each governing body, in performing governmental functions of paying for the performance of governmental functions hereunder, shall make the performance of those payments from current revenues legally available to that party through a lump sum payment: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the JURISDICTIONS and CLEVELAND agree that CLEVELAND will be the Fiscal Agent for this grant: and

WHEREAS, CLEVELAND agrees to provide the JURISDICTIONS $2,747,022.00 from the U.S Department of Justice American Recovery and Reinvestment Act of 2009 Edward Byrne Memorial Justice Assistance Grant (Recovery JAG) total award of $5,007,666.00 for programs approved by the Bureau of Justice Assistance: and

WHEREAS, the JURISDICTIONS and CLEVELAND believe it to be in their best interest to reallocate the Recovery JAG funds.

NOW THEREFORE, the JURISDICTIONS and CLEVELAND agree as follows:
City of Bedford Heights $100,000.00  
City of Brooklyn $100,000.00  
City of Brook Park $100,000.00  
City of Cleveland $2,260,644.00  
City of Cleveland Heights $100,000.00  
City of East Cleveland $100,000.00  
City of Euclid $127,022.00  
City of Garfield Heights $100,000.00  
City of Lakewood $100,000.00  
City of Maple Heights $100,000.00  
City of North Olmsted $100,000.00  
City of North Royalton $100,000.00  
City of Parma $100,000.00  
City of Parma Heights $100,000.00  
City of Shaker Heights $100,000.00  
City of Solon $100,000.00  
City of South Euclid $100,000.00  
City of University Heights $100,000.00  
City of Warrensville Heights $100,000.00  
Cuyahoga County $920,000.00  

TOTAL $5,007,666.00

Section 1.

CLEVELAND will allocate no more than $160,000 of their total Recovery JAG award for administrative purposes.

Section 2.

The JURISDICTIONS agree to use Recovery JAG funds not to exceed their individual allocation for expenses for the period March 1, 2009 until February 28, 2013.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against CLEVELAND or the JURISDICTIONS.

Section 4.

Each party to this Agreement will be responsible for providing services under this agreement, and shall not be liable for any civil liability that may arise from the furnishing of the services for the other party.

Section 5.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6.
By entering this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 7.
It is understood that the costs for this undertaking shall be advanced to the JURISDICTIONS in a lump sum Expenditure. With this transfer of funds, the JURISDICTIONS agree to abide by OMB 133 and the U.S. Department of Justice, Office of Justice Programs Financial Guide regarding the expenditure of funds, including submission of quarterly fiscal and quarterly program reports each year detailing how funds are expended under this agreement. Fiscal Reports should be directed to:

Shawn Gidley, Fiscal Manager
Department of Public Safety
Office of Homeland Security
205 West St. Clair Avenue, 5th Floor
Cleveland, OH 44113

Program reports should be directed to:

Dawn Fritz, Grants Coordinator
Cleveland Division of Police
1300 Ontario Street, #828
Cleveland OH 44113

CLEVELAND will expedite all necessary paperwork for disbursements of funds. CLEVELAND shall release funds within ninety days after first draw down. All JURISDICTIONIS will be notified upon receipt of the initial draw down of funds.

Section 8
This agreement may be modified whenever such modifications are deemed necessary by the mutual consent of CLEVELAND and the JURISDICTIONS. Any such modifications shall be in writing and signed by both parties.

Section 9
All notices and communications provided for herein shall be in writing and sent by email or via the United States Postal Service, first class prepaid, to the following:

Norberto Colón, Assistant Director
Department of Public Safety
Office of Homeland Security, Grants & Technology
205 West St. Clair Avenue, 5th Floor
Cleveland, Ohio 44113
ncolon@city.cleveland.oh.us
IN WITNESS THEREOF, we, the undersigned have caused this agreement to be executed this 16th day of April, 2009.

CITY OF CLEVELAND, OHIO, CUYAHOGA COUNTY

Mark Cegelka, Finance Director
CITY OF BEDFORD HEIGHTS, OHIO

Mark Tenaglia, Chief of Police
CITY OF BROOKLYN, OHIO

James Foster, Police Lieutenant
CITY OF BROOK PARK, OHIO

Norberto Colon, Asst. Safety Director
CITY OF CLEVELAND, OHIO

Martin Lentz, Chief of Police
CITY OF CLEVELAND HEIGHTS, OHIO

Eric J.REW, Mayor
CITY OF EAST CLEVELAND, OHIO

James Repicky, Chief of Police
CITY OF EUCLID, OHIO

Thomas Murphy, Chief of Police
CITY OF GARFIELD HEIGTS, OHIO

Timothy Malley, Chief of Police
CITY OF LAKEWOOD, OHIO

Richard Maracz, Chief of Police
CITY OF MAPLE HEIGHTS, OHIO

Wayne Wozniak, Chief of Police
CITY OF NORTH OLMSTEAD, OHIO

Bruce G. Campbell, Safety Director
CITY OF NORTH ROYALTON, OHIO

Shelley Cullins, Economic Development
CITY OF PARMA, OHIO
ATTEST:

Shawn Gidley, Fiscal Manager,
City of Cleveland

APPROVED AS TO FORM:

Norberto Colon, Assistant Safety Director,
City of Cleveland
### Budget Detail Worksheet

**Project:** 2009 Recovery Act Byrne JAG Program  
**Agency:** North Royalton Police Department

#### A  Personnel

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**Personnel Narrative:**

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**EXHIBIT**

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### Equipment

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### Supplies

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### Supplies Narrative:


### Equipment Narrative:


### Consultants/Contracts

<table>
<thead>
<tr>
<th>Name and/or Description of Services</th>
<th>Cost</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation of Equipment</td>
<td>$325.00</td>
<td>20</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>Encryption Software for each radio</td>
<td>$863.20</td>
<td>20</td>
<td>$17,264.00</td>
</tr>
</tbody>
</table>

#### Consultants/Contracts Narrative:

Installation of Remote Mount Radios per Vehicle

### Other

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Encryption software for each radio</td>
<td>$863.20</td>
<td>20</td>
<td>$17,264.00</td>
</tr>
</tbody>
</table>

#### Other Narrative:

Encryption Software for each radio

### Budget Summary

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Personnel</td>
<td>$0</td>
</tr>
<tr>
<td>B Fringe Benefits</td>
<td>$0</td>
</tr>
<tr>
<td>C Travel</td>
<td>$0</td>
</tr>
<tr>
<td>D Equipment</td>
<td>$76,236</td>
</tr>
<tr>
<td>E Supplies</td>
<td>$0</td>
</tr>
<tr>
<td>F Contractual</td>
<td>$6,500</td>
</tr>
<tr>
<td>G Other</td>
<td>$17,264</td>
</tr>
</tbody>
</table>

Total Budget $100,000.00
### A. Program Area
(for which you are applying)
Choose One: Law Enforcement; Prosecution & Court; Prevention & Education; Corrections and Community Corrections; Planning, Evaluation & Tech Improvements; Drug Treatment & Enf.; or Crime Victim & Witness

### B. Title of Project
North Royalton Communication System Upgrade

### C. Project Period
March 1, 2009 – February 28, 2013

### D. Budget Summary
<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>JAG Allocation</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Cash Match</td>
<td>$0.00 (there is no match requirement)</td>
</tr>
<tr>
<td>Inkind Match</td>
<td>$0.00 (there is no match requirement)</td>
</tr>
<tr>
<td>Total Budget</td>
<td>$100,000.00</td>
</tr>
</tbody>
</table>

### E. Project Director
The project director listed must be the main contact for this project and the person with whom Cleveland can regularly communicate.

<table>
<thead>
<tr>
<th>Prefix</th>
<th>First Name</th>
<th>MI</th>
<th>Last Name</th>
<th>Suffix</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr.</td>
<td>Bruce</td>
<td></td>
<td>G.</td>
<td>Campbell</td>
</tr>
</tbody>
</table>

Title: Safety Director
Agency: City of North Royalton Police Department
Address: 14000 Bennett Road
City: North Royalton
Zip: 44133-4827
Phone: 440-237-8686 Ext. 2213
Fax: 440-582-6220
Email: bcampbell@northroyalton.org
County: Cuyahoga

### F. Implementing Agency
Please list the agency that will implement the project (i.e. Police Department).
The representative listed must be the chief executive officer for the agency.

<table>
<thead>
<tr>
<th>Prefix</th>
<th>First Name</th>
<th>MI</th>
<th>Last Name</th>
<th>Suffix</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr.</td>
<td>Paul</td>
<td></td>
<td></td>
<td>Bican</td>
</tr>
</tbody>
</table>

Title: Chief
Agency: North Royalton Police Department
Address: 14000 Bennett Road
City: North Royalton
Zip: 44133-4827
Phone: 440-237-8686 Ext. 2201
Fax: 440-582-6220
Email: chief.bican@polce.northroyalton.org
County: Cuyahoga

### G. Sub-grantee
Please list the agency that will serve as the fiduciary agent for the sub-grant (City or County).
The representative listed must be the chief executive officer for the agency.

<table>
<thead>
<tr>
<th>Prefix</th>
<th>First Name</th>
<th>MI</th>
<th>Last Name</th>
<th>Suffix</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr.</td>
<td>Robert</td>
<td></td>
<td></td>
<td>Stefanik</td>
</tr>
</tbody>
</table>

Title: Mayor
Agency: The City of North Royalton
Address: 13834 Ridge Road
City: North Royalton
Zip: 44133-4853
Phone: 440-237-5686
Fax: 440-237-5024
Email: mayor.stefanik@northroyalton.org
County: Cuyahoga

Sub-grantee DUNS #: 874233539
Sub-Grantee Status with Central Contractor Registration database (CCR): ☑ Registration is current
☐ Registration will be completed by May 18th

### H. Application Prepared By: (name & phone)
Bruce G. Campbell 440-237-8686 Ext. 2213

### I. Budget Pages Prepared By: (name & phone)
Bruce G. Campbell 440-237-8686 Ext. 2213

### J. Financial Reports will be prepared by: (name & #)
Bruce G. Campbell 440-237-8686 Ext. 2213

### K. Performance Reports will be prepared by: (name & #)
Bruce G. Campbell 440-237-8686 Ext. 2213
**JAG EXECUTIVE SUMMARY**

The Executive Summary serves as a concise and accurate description of the proposed project. Information in the Summary is forwarded to the Governor's Office, and other local, state and federal agencies for public information requests. Summary information must be submitted in the space provided.

<table>
<thead>
<tr>
<th>PROBLEM STATEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>The North Royalton Police Department Communication system is approximately 20 years old and is technologically outdated. The system is not P-25 compliant, thus not allowing for interoperability with our Fire Department or any other agencies outside our jurisdiction.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Royalton Police Department intends on utilizing our funding as part of a long term project to assist in upgrading our communications equipment. We want to purchase digital 800 MHz equipment in order to become P-25 Compliant.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PARTICIPATING AGENCIES/COLLABORATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Currently North Royalton Police Department shares a communication frequency with the Broadview Heights Police Department. After upgrading our communications equipment we intend on having the North Royalton Police Department become a member of the SouthWest Regional Communication Network. This already established Council of Governments currently has the communities of Brook Park, Strongsville, Parma Heights, Olmsted Falls, Olmsted Twp., as well as the North Royalton Fire Department as participating members.</td>
</tr>
</tbody>
</table>
Problem Statement

Provide a brief analysis of the need for the program:

The North Royalton Police Department Communication system is 20 years old and is technologically outdated. This equipment does not meet the government’s recommendation of being P-25 compliant. Our current system does not allow for interoperability with our Fire Department or any other agencies outside of our jurisdiction. Upgrading the communication system will enhance the level of service we provide the community as well as being able to assist neighboring communities in a disaster situation through interoperable communications.
Project Description

Outline the type of programs to be funded by the JAG award and the likelihood that the goals will be achieved. Show any activities that can be started and completed expeditiously, and in a manner that maximizes job creation and economic benefits.

North Royalton Police Department intends on utilizing our funding to assist in upgrading our communications equipment. Due to the cost associated with a project of this magnitude we plan to spread the cost out over the duration of the grant period. We want to purchase digital 800 MHz equipment in order to become P-25 compliant thus affording us interoperability with not only our Fire Department but other agencies outside our jurisdiction.
**Project Objectives:**

*Project objectives* that are linked to meaningful and measurable outcomes consistent with the goals of the Recovery Act

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

The first two objectives below are required by BJA. Add additional lines to this table in order to add more objectives that are specific to your program. A complete list of possible performance measures can be found at: [www.ojp.usdoj.gov/BJA/grant/JAG_Measures.pdf](http://www.ojp.usdoj.gov/BJA/grant/JAG_Measures.pdf)

<table>
<thead>
<tr>
<th>Objective</th>
<th>Performance Measures</th>
<th>Data the grantee provides for 3-month reporting period</th>
<th>Description (Plain language explanation of what exactly is being provided)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recovery Act: Preserving jobs</td>
<td>Number of jobs saved (by type) due to Recovery Act funding.</td>
<td>a) How many jobs were prevented from being eliminated with the Recovery Act funding during this reporting period? b) How many jobs that were eliminated within the last 12 months were reinstated with Recovery Act funding?</td>
<td>An unduplicated number of jobs that would have been eliminated if not for the Recovery Act funding during the three-month quarter. (A job can include full time, part time, contractual, or other employment relationship).</td>
</tr>
<tr>
<td>Recovery Act: Creating jobs</td>
<td>Number of jobs created (by type) due to Recovery Act funding.</td>
<td>How many jobs were created with Recovery Act funding this reporting period?</td>
<td>An unduplicated number of jobs created due to Recovery Act funding during the three month quarter. (A job can include full time, part time, contractual, or other employment relationship).</td>
</tr>
<tr>
<td>Communication System improvement</td>
<td>Amount of equipment/supplies purchased with JAG dollars during the reporting period</td>
<td>Types and amount of equipment/supplies purchased with JAG funds during the reporting period</td>
<td>Additional radio equipment will be purchased to improve communications and interoperability</td>
</tr>
</tbody>
</table>
**Method of data collection to be used:**

*(How will data on the performance measures be collected?)*

Purchases of equipment will be tracked and records maintained within the City’s finance department in accordance with State and Federal Regulations. Records will also be monitored by the Director of Public Safety. The benefit of these purchases will be realized through effective communications with Police Officers and Dispatchers as well as the ability of our Police Officers to directly communicate with our Fire Department which with the current communication system is not possible. We will also then have the ability to communicate directly with agencies outside our jurisdiction in event of mutual aid or disaster.

**Timeline and Activities:**

*Timeline or project plan identifying when the goals and objectives will be completed. Add additional lines as needed. Time can be designated as “Month 1, Months 2-5, Year 3,” etc...*

<table>
<thead>
<tr>
<th>Time</th>
<th>Activities</th>
<th>Responsible Party</th>
<th>Desired Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>Month 1</td>
<td>Obtain city approval to accept this Grant.</td>
<td>Bruce Campbell</td>
<td>City accepts the Grant Proposal</td>
</tr>
<tr>
<td>Month 2</td>
<td>Research Equipment and obtain estimates</td>
<td>Bruce Campbell</td>
<td>Find appropriate equipment and obtain estimates</td>
</tr>
<tr>
<td>Months 4-7</td>
<td>Enter into a contract with a Vendor</td>
<td>Bruce Campbell</td>
<td>Select Vendor that can provide equipment and services needed.</td>
</tr>
<tr>
<td>Months 8-10</td>
<td>Receive radios and have them installed</td>
<td>Bruce Campbell</td>
<td>Have equipment received and installed</td>
</tr>
<tr>
<td>Months 11-12</td>
<td>Train Officers in the use of new equipment</td>
<td>Bruce Campbell</td>
<td>Have officers and dispatchers trained and able to utilize new equipment.</td>
</tr>
</tbody>
</table>
Collaboration:

(Identify anticipated coordination efforts involving JAG and related justice funds)

Currently North Royalton Police Department shares a communication frequency with the Broadview Heights Police Department. After the upgrade of the communications system is complete we intend on having the North Royalton Police Department become a member of the SouthWest Regional Communication Network. This already established Council of Governments currently has the communities of Brook Park, Strongsville, Parma Heights Olmsted Falls, Olmsted Twp., as well as the North Royalton Fire Department as participating members.
Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

May 29, 2009

The Honorable Frank Jackson
City of Cleveland
601 Lakeside Avenue, Room 230
Cleveland, OH 44114-1015

Dear Mayor Jackson:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation in the amount of $5,007,666 for City of Cleveland.

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

If you have questions regarding this award, please contact:

- Program Questions, Judy B. Poston, Program Manager at (202) 616-1283; and

- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

[Signature]

James H. Burch II
Acting Director

Enclosures
Department of Justice
Office of Justice Programs
Office for Civil Rights

May 29, 2009

The Honorable Frank Jackson
City of Cleveland
601 Lakeside Avenue, Room 230
Cleveland, OH 44114-1015

Dear Mayor Jackson:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://www.ojp.usdoj.gov/ocr/etbo.htm.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.
Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.203(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review within 60 days from the date of this letter. For assistance in developing an EEOP, please consult OCR’s website at http://www.ojp.usdoj.gov/ocr/eep.htm. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eep.htm.

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eep.htm.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
    Financial Analyst
Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

<table>
<thead>
<tr>
<th>Grant</th>
</tr>
</thead>
</table>

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)  
City of Cleveland  
601 Lakeside Avenue, Room 230  
Cleveland, OH 44114-1015

4. AWARD NUMBER:  
2009-SB-B9-0367

5. PROJECT PERIOD: FROM  
03/01/2009 TO 02/28/2013

5. BUDGET PERIOD: FROM  
03/01/2009 TO 02/28/2013

6. AWARD DATE  
05/29/2009

7. ACTION  
Initial

8. SUPPLEMENT NUMBER  
00

9. PREVIOUS AWARD AMOUNT  
$0

10. AMOUNT OF THIS AWARD  
$5,007,666

11. TOTAL AWARD  
$5,007,666

12. SPECIAL CONDITIONS  
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT  
This project is supported under FY09 Recovery Act (BJA-Byrne JAG) Pub. L. No. 111-5, 42 USC 3750-3758

15. METHOD OF PAYMENT  
PAPRS

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL  
James H. Beuch II  
Acting Director

17. SIGNATURE OF APPROVING OFFICIAL

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL  
Frank Jackson  
Mayor

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

20. ACCOUNTING CLASSIFICATION CODES  
FISCAL FUND BUD. DIV.  
YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT  
9 B SB 80 00 00 5007666

21. ISBUGT0211

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

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

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by:

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

   e-mail: oig.hotline@usdoj.gov

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

   or hotline fax: (202) 616-9881

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

6. RECOVERY ACT – Conflict with Other Standard Terms and Conditions
The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Recipients are responsible for contacting their grant managers for any needed clarifications.
SPECIAL CONDITIONS

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

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

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

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at website, for programs relating to methamphetamine laboratory operations.

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

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

9. The grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by law and detailed by the BJA in program guidance for the Justice Assistance Grant (JAG) Program. Compliance with these requirements will be monitored by BJA.

10. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
11. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

12. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

13. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

14. RECOVERY ACT - JAG - Trust Fund
The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of either the Edward Byrne Memorial Justice Assistance Grant Program (JAG) or Recovery JAG Program. The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Financial Status Report (SF-269).

15. RECOVERY ACT – Access to Records; Interviews
The recipient understands and agrees that DOJ (including OJP and the Office of the Inspector General (OIG)), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subrecipient, contractor, or subcontractor.

The recipient also understands and agrees that DOJ and the GAO are authorized to interview any officer or employee of the recipient (or of any subrecipient, contractor, or subcontractor) regarding transactions related to this Recovery Act award.

16. RECOVERY ACT – One-time funding
The recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional DOJ funding.
SPECIAL CONDITIONS

17. RECOVERY ACT – Separate Tracking and Reporting of Recovery Act Funds and Outcomes
   The recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including DOE award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

   Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

   The recipient further agrees that all personnel (including subrecipient personnel) whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award-related activities.

18. RECOVERY ACT – Subawards – Monitoring
   The recipient agrees to monitor subawards under this Recovery Act award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

19. RECOVERY ACT – Subawards – DUNS and CCR for Reporting
   The recipient agrees to work with its first-tier subrecipients (if any) to ensure that, no later than the due date of the recipient’s first quarterly report after a subaward is made, the subrecipient has a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.

20. RECOVERY ACT - Quarterly Financial Reports
   The recipient agrees to submit quarterly financial status reports to OJP. At present, these reports are to be submitted on-line (at https://grants.ojp.usdoj.gov) using Standard Form SF 269A, not later than 45 days after the end of each calendar quarter. The recipient understands that after October 15, 2009, OJP will discontinue its use of the SF 269A, and will require award recipients to submit quarterly financial status reports within 30 days after the end of each calendar quarter, using the government-wide Standard Form 425 Federal Financial Report from (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf). Beginning with the report for the fourth calendar quarter of 2009 (and continuing thereafter), the recipient agrees that it will submit quarterly financial status reports to OJP online (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the grant period.
SPECIAL CONDITIONS


   (a) The recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations” and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).

   (b) The recipient agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the recipient is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations.” This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

   (c) The recipient agrees to separately identify to each subrecipient the Federal award number, CFDA number, and amount of Recovery Act funds, and to document this identification both at the time of subaward and at the time of disbursement of funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

   (d) The recipient agrees to require its subrecipients to specifically identify Recovery Act funding on their SEFA information, similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of Recovery Act funds as well as facilitate oversight by the Federal awarding agencies, the DOJ OIG, and the GAO.

22. RECOVERY ACT – Reporting and Registration Requirements under Section 1512 of the Recovery Act.

   (a) This award requires the recipient to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

   (b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

   (c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

   (d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at www.FederalReporting.gov and ensure that any information that is pre-filled is corrected or updated as needed.
23. RECOVERY ACT – Provisions of Section 1512(c)
The recipient understands that section 1512(c) of the Recovery Act provides as follows:

Recipient Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains--
(1) the total amount of recovery funds received from that agency;
(2) the amount of recovery funds received that were expended or obligated to projects or activities; and
(3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--
(A) the name of the project or activity;
(B) a description of the project or activity;
(C) an evaluation of the completion status of the project or activity;
(D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
(E) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
(4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below $25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

24. RECOVERY ACT – Protecting State and Local Government and Contractor Whistleblowers (Recovery Act, section 1553)
The recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

25. RECOVERY ACT – Limit on Funds (Recovery Act, section 1604)
The recipient agrees that none of the funds under this award may be used by any State or local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

26. RECOVERY ACT – Infrastructure Investment (Recovery Act, sections 1511 and 1602)
The recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the recipient decide to use funds for infrastructure investment subsequent to award, the recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from OJP. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at www.ojp.usdoj.gov/recovery.
SPECIAL CONDITIONS

27. RECOVERY ACT – Buy American Notification (Recovery Act, section 1605)

The recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the OJP program office, and a Grant Adjustment Notice is issued that modifies this special condition to add government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.

Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

For purposes of this special condition, the following definitions apply:

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been--
(1) Processed into a specific form and shape; or
(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

For purposes of OJP grants, projects involving construction, alteration, maintenance, or repair of jails, detention facilities, prisons, public crime victims' shelters, police facilities, or other similar projects will likely trigger this provision.

NOTE: The recipient is encouraged to contact the OJP program manager – in advance – with any questions concerning this condition, including its applicability to particular circumstances.
SPECIAL CONDITIONS

28. RECOVERY ACT – Wage Rate Requirements under Section 1606 of the Recovery Act
(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

29. RECOVERY ACT – NEPA and Related Laws
The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use Recovery Act funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

30. RECOVERY ACT – Misuse of award funds
The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

31. RECOVERY ACT – Additional Requirements and Guidance
The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of Recovery Act requirements.

32. RECOVERY ACT – JAG - Delinquent section 1512(c) reports
The recipient acknowledges that it has certified that it will comply with all reporting requirements under section 1512(c) of the Recovery Act. (An online reporting mechanism is anticipated to be available for award recipient use by October 10, 2009.) Further to this certification, a failure to comply with the section 1512(c) reporting requirements may, in addition to other penalties, subject the recipient to the following:
(1) After failure to report section 1512(c) data for two consecutive reporting periods, the recipient may be—(a) precluded from drawing down funds under any OJP award, and/or (b) deemed ineligible for future discretionary OJP awards, until such time as the recipient becomes current in its section 1512(c) reporting obligations; and
(2) After failure to report section 1512(c) data for three consecutive reporting periods, the recipient, upon written demand of the Director of BJA, shall return to OJP any unexpended award funds (including any unexpended interest earned on award funds) within 15 calendar days of the date of the demand notice. Thereafter, the recipient's award shall be converted to a cost-reimbursable grant until such time as the recipient becomes current in its section 1512(c) reporting obligations, and remains current for not less than two additional consecutive reporting periods.
Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Maria A. Berry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Cleveland

The Recovery Act emphasizes the importance of compliance with the National Environmental Policy Act (NEPA) in the use of public funds. The Recovery Act - Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

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

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements,

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.
This project is supported under FY09 Recovery Act (BJA-Byrne JAG) Pub. L. No. 111-5, 42 USC 3755-3758

1. STAFF CONTACT (Name & telephone number)
   Judy B. Poston
   (202) 616-1283

2. PROJECT DIRECTOR (Name, address & telephone number)
   Dawn Fritz
   Grants Coordinator
   Cleveland Police
   1300 Ontario Street
   Cleveland, OH 44113-1600
   (216) 623-5126 ext.9

3a. TITLE OF THE PROGRAM
   BJA FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT
   Greater Cleveland Area Justice Assistance Program

5. NAME & ADDRESS OF GRANTEE
   City of Cleveland
   601 Lakeside Avenue, Room 230
   Cleveland, OH 44114-1015

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD
   FROM: 03/01/2009 TO: 02/28/2013

8. BUDGET PERIOD
   FROM: 03/01/2009 TO: 02/28/2013

9. AMOUNT OF AWARD
   $5,007,666

10. DATE OF AWARD
    05/29/2009

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

   This grant program is authorized by the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (the "Recovery Act") and by 42 U.S.C. 3751(a). The stated purposes of the Recovery Act are: to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize state and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases. The Recovery Act places great emphasis on accountability and transparency in the use of taxpayer dollars.
Among other things, it creates a new Recovery Accountability and Transparency Board and a new website – Recovery.gov – to provide information to the public, including access to detailed information on grants and contracts made with Recovery Act funds.

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

The city of Cleveland is the fiscal agent for Cuyahoga County and the 18 other municipalities certified as disparate. All jurisdictions agreed to the fiscal agent and individual allocation amounts for each entity. Funds will be used to focus on job creation and preservation, crime reduction, and system improvements. Solon and Warrensville Heights will retain full-time police officers who were scheduled to be laid off this year. The Cuyahoga County Sheriff’s Department will reinstate four laid off deputies and create seven positions for criminal justice support staff. Cleveland will retain full-time police civilian support staff positions, including five fingerprint examiners and two crime analysts, and create positions for two new network analysts. Many jurisdictions will purchase vital law enforcement equipment and technology, such as police cruisers, radio communications equipment, electronic fingerprint systems, surveillance equipment, digital evidence management systems, mobile data computers, video equipment, and investigative analysis software. Brook Park and South Euclid will use funds to update their police firing ranges. Cuyahoga County will implement a Justice Reform Initiative to improve the case processing system. Bedford Heights, East Cleveland, Euclid, and Lakewood will create or expand local initiatives to combat crime with overtime for police officers and/or corrections officers and dispatchers.

NCA/NCF
U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Recovery Act – Justice Assistance Grant (JAG) Program

Certification as to Recovery Act Reporting Requirements

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

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

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

I have authority to make this certification on behalf of the applicant entity.

[Signature]

BRUCE CAMPBELL
Printed Name of Certifying Official

SAFETY DIRECTOR
Title of Certifying Official

CITY OF NORTH ROYALTON POLICE DEPT.
Full Name of Applicant Entity

MARCH 27, 2009
Date

OMB No. 1121-0323
Approval Expires 9/30/2009
General Certification as to Requirements for Receipt of Funds for Infrastructure Investments

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

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

Initial the statement that applies:

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

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

OMB No. 1121-0323
Approval Expires 9/30/2009
I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs and/or by the Department of Justice’s Office of the Inspector General.

I have authority to make this certification on behalf of the applicant.

[Signature]

Signature of Certifying Official

[Printed Name]

Printed Name of Certifying Official

[Title]

Title of Certifying Official

[CITY OF NORTH ROYALTON POLICE DEPT.]

Full Name of Applicant Government Entity

[MARCH 27, 2009]

Date

OMB No. 1121-0323
Approval Expires 9/30/2009