



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM KS
Finance DN
DA MK
Risk Mgt. DE
HR NA
Grant Mgt.

STAFF REPORT BOARD MEETING DATE: 01/13/15

DATE: 12/18/14
TO: Board of County Commissioners
FROM: Frank Schumann, Captain, 321-4912
fschumann@washoecounty.us
THROUGH: Chuck Allen, Sheriff *BT: A/S Recommended 1/13/15*

SUBJECT: Recommendation to approve grant award [\$80,000.00, no match required] and Interlocal Contract between Las Vegas Metropolitan Police Department and Washoe County Board of County Commissioners On Behalf Of The Sheriff's Office for reimbursement of expenses associated with Internet Crimes Against Children investigations, grant term is retroactive from 10/1/14 – 6/30/15, and if approved, direct Comptroller's Office to make the necessary budget adjustments. (All Commission Districts)

SUMMARY

The existing interlocal contract between Las Vegas Metropolitan Police Department and Washoe County Sheriff's Office was approved by the Board on January 28, 2014. New grant funding has been awarded for reimbursement of overtime, training, equipment and supplies related to Internet Crimes Against Children (ICAC). Item was submitted to first available BCC meeting after receiving it from LVMPD.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

None.

BACKGROUND

The Las Vegas Metropolitan Police Department received grant funds from the U.S. Department of Justice to be used to reimburse authorized expenses from Nevada law enforcement agencies that are designated as affiliate Internet Crimes Against Children (ICAC) sites. The WCSO is a designated affiliate site. Funding is utilized by these sites to prevent, interdict or investigate crimes against children by sex offenders using the internet. LVMPD will reimburse law enforcement overtime, travel, and training for the investigations and public awareness related to internet crimes against children as well as the internet connection expense for the ICAC Unit.

AGENDA ITEM # 8 H2

GRANT AWARD SUMMARY

Project/Program Name: *Internet Crimes Against Children*

Scope of the Project: *Investigate internet crimes against children*

Benefit to Washoe County Residents: *Safer community.*

On-Going Program Support: *The Washoe County Sheriff's Office will continue to provide at least one staff member to this task force.*

Award Amount: *\$80,000.00*

Grant Period: *10/1/14 – 6/30/15*

Funding Source: *US Dept of Justice*

Pass through From: *Las Vegas Metro Police Dept.*

CFDA Number: *16.543*

Grant ID Number: *2011-MC-FX-K045*

Match Amount and Type: *None*

Indirect Cost Rate (applicable to the award):

Grant's recoverable indirect cost rate:

- Indirect costs are fully recoverable
- Sponsor does not allow for indirect cost recovery
- Sponsor has limited indirect cost recovery at ___ %
- Sponsor requires indirect Cost Rate Approved by Cognizant Agency

Special Terms & Conditions: *as noted in attached assurance*

Sub-Awards and Contracts: *none*

FISCAL IMPACT

Should the board accept this grant award and approve these amendments, the adopted budget will be increased by \$80,000.00 in both revenues and expenditures in the following accounts:

Tbd -431100 (ICAC Task Force)	\$80,000.00
<u>Increase Expenditures</u>	
Tbd -701300 (ICAC Task Force-Overtime)	\$ 21,660.00
Tbd -711210 (ICAC Task Force-Travel)	\$ 19,855.00
Tbd -711504 (ICAC Task Force-Equip Non Cap)	\$ 10,616.00
Tbd -710300 (ICAC Task Force-Operating Supplies)	\$ 20,719.00
Tbd -710507 (ICAC Task Force – Network Data Lines)	\$ 1,260.00
Tbd -701509 (ICAC Task Force-seminars and meetings)	\$ 5,890.00

This funding is on a reimbursement basis. No match required.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve grant award [\$80,000.00, no match required] and Interlocal Contract between Las Vegas Metropolitan Police Department and Washoe County Board of County Commissioners On Behalf Of The Sheriff's Office for reimbursement of expenses associated with Internet Crimes Against Children investigations, grant term is retroactive from 10/1/14 – 6/30/15, and if approved, direct Comptroller's Office to make the necessary budget adjustments.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: Move to approve grant award [\$80,000.00, no match required] and Interlocal Contract between Las Vegas Metropolitan Police Department and Washoe County Board of County Commissioners On Behalf Of The Sheriff's Office for reimbursement of expenses associated with Internet Crimes Against Children investigations, grant term is retroactive from 10/1/14 – 6/30/15, and if approved, direct Comptroller's Office to make the necessary budget adjustments.

**INTERLOCAL CONTRACT
BETWEEN LAS VEGAS METROPOLITAN POLICE DEPARTMENT AND
THE WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE
WASHOE COUNTY SHERIFF'S OFFICE**

WHEREAS, Las Vegas Metropolitan Police Department ("LVMPD"), is in receipt of FY 14 Internet Crimes Against Children grant funds, CFDA # 16.543; and

WHEREAS, the Washoe County Board of Commissioners on Behalf of the Washoe County Sheriff's Office (the "Subrecipient"), a unit of local government located at 911 Par Blvd., Reno, NV 89512 wishes to conduct programming under the Internet Crimes Against Children grant (the "Project"); and

WHEREAS, LVMPD has agreed to provide FY 14 Internet Crimes Against Children grant funds (the "Funds") to the Subrecipient, such funding to be administered by the LVMPD (County and Subrecipient referenced collectively as "the parties"), for support of investigations related to internet crimes against children (ICAC) as defined in Exhibit "A", "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient intends to use the funds to conduct investigations of child sexual exploitation; and

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking that any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree as follows:

- 1. LVMPD shall provide a maximum of EIGHTY THOUSAND DOLLARS (\$80,000.00) from Fiscal Year 2014 funds for the investigation of child sexual exploitation.**
- 2. Subrecipient agrees to submit requests for reimbursement for allowable expenditures under the line items defined in Exhibit "A". Requests for changes to the budget must be approved in writing by LVMPD.**
- 3. Subrecipient will provide LVMPD with documentation supporting any and all requests for payment of expenses against the funds encumbered, and will provide any additional documentation requested by LVMPD that may be required in the administration of the grant funds.**
- 4. Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the receipt of the grant funds as a Subrecipient of such funds for the project identified in this Contract. See Exhibit "B" for Federal Assurances required under this Contract.**
- 5. It is specifically understood and agreed by Subrecipient that LMVPD shall not be obligated to pay any monies to Subrecipient hereunder and hereafter in the event**

that such Federal funds for any reason are terminated or withheld from LVMPD or are otherwise not forthcoming, and in such event, LVMPD may terminate this Contract.

6. This Contract shall take effect on the date of execution by both parties and shall continue in force and effect until terminated as delineated below:
 - a. This Contract shall be completed by June 30, 2015 unless extended in writing by LVMPD.
 - b. This Contract may be terminated by any party, for any reason with written notice of at least 60 days.
7. This Contract and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This contract may be amended solely by means of written amendment signed by both parties.
8. In the event LVMPD desires to increase the amounts set forth in Section 1 and Exhibit A, subject to Subrecipient's consent to provide matching funds if necessary, LVMPD, at its sole discretion, shall increase the aforesaid amounts of funding, and Subrecipient agrees that if such augmentation of the budgeted amounts occur, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Section 1 and in Exhibit A.
9. Subrecipient shall agree to provide evidence of financial accountability. A copy of subrecipient's most recent single audit report (OMB Circular A-133) or a letter stating that subrecipient expended less than \$300,000 of Federal funds during the reporting period must be submitted to LVMPD annually. Letters should be addressed to: Lori Leyba, Grants Analyst, Las Vegas Metropolitan Police Department.
10. Subrecipient agrees to comply with the investigative standards detailed in the Internet Crimes Against Children Operational and Investigative Standards.
11. All correspondence and reports concerning this agreement shall be addressed as follows:

Lori Leyba, Grants Analyst
400 Martin L. King Blvd.
Las Vegas, NV 89106
(702) 828-8210
L5530L@LVMPD.COM

**INTERLOCAL CONTRACT
BETWEEN LAS VEGAS METROPOLITAN POLICE DEPARTMENT AND
THE WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE
WASHOE COUNTY SHERIFF'S OFFICE**

ENTERED INTO this 15 day of December, 2014.

ATTEST:

LVMPD

By: Annamarie Robinson
Annamarie Robinson,
LVMPD Fiscal Affairs Committee Clerk

By: Douglas C. Gillespie
Douglas C. Gillespie, Sheriff
Las Vegas Metropolitan Police Department

Date: 12-15-14

Date: 12/15/14

APPROVED AS TO FORM:

By: Mary-Anne Miller
Mary-Anne Miller, Deputy District Attorney

Date: 12-4-14

ATTEST:

**Washoe County Board of Commissioners on
Behalf of the Washoe County Sheriff's Office**

By: _____
Nancy Parent
County Clerk

By: _____
David Humke
Chair, Board of County Commissioners

Date: _____

Date: _____

APPROVED AS TO FORM:

Richard Gammick Chris Hicks
District Attorney

By: _____
~~Susan Hallahan~~ Mary Kandaras
Deputy District Attorney

Date: _____

**INTERLOCAL CONTRACT
BETWEEN LAS VEGAS METROPOLITAN POLICE DEPARTMENT AND
THE WASHOE COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE
WASHOE COUNTY SHERIFF'S OFFICE**

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By: Annamarie Robinson
Annamarie Robinson,
LVMPD Fiscal Affairs Committee Clerk

By: Douglas C. Gillespie
Douglas C. Gillespie, Sheriff
Las Vegas Metropolitan Police Department

Date: 12-15-14

Date: 12/15/14

APPROVED AS TO FORM:

By: Mary-Anne Miller
Mary-Anne Miller, Deputy District Attorney

Date: 12-4-14

ATTEST:

Washoe County Board of Commissioners on
Behalf of the Washoe County Sheriff's Office

By: _____
Nancy Parent
County Clerk

By: _____
David Humke
Chair, Board of County Commissioners

Date: _____

Date: _____

APPROVED AS TO FORM:

~~Richard Gammick~~ Chris Hicks
District Attorney

By: _____
~~Susan Hallahan~~ Mary Kandaras
Deputy District Attorney

Date: _____

**Attachment "A" - Expenditures Eligible for Reimbursement
 FY 14 Washoe County Internet Crimes Against Children Budget
 2014-MC-FX-K045**

October 1, 2014 through June 30, 2015

Item	Application Budget
Overtime	\$ 21,660.00
Subtotal	\$ 21,660.00
Forensic Training (Encase, FTK, FLETC, Paraben, A+, Net+, NW3C, Etc.)	\$ 10,975.00
National ICAC Conference	\$ 5,800.00
Dallas CAC Conference	\$ 3,080.00
Subtotal	\$ 19,855.00
Computer Monitors Samsung/Acer or equivalent	\$ 2,000.00
Patriot Memory Flash media storage devices thumb Drives)	\$ 750.00
Hard drive upgrades (Solid State or equivalent)	\$ 2,600.00
Computer peripherals and components	\$ 1,200.00
Undercover computer (HP, Acer, or equivalent)	\$ 1,400.00
Forensic computer component replacement	\$ 900.00
Faraday electronic device bags	\$ 400.00
T3iu Forensic SATA Imaging Bays	\$ 1,366.00
Subtotal	\$ 10,616.00
Misc Software (Adobe, Camtasia, Microsoft Office)	\$ 5,719.00
Forensic software (Tech Net, etc)	\$ 15,000.00
Subtotal	\$ 20,719.00
Wireless Internet/Cellular Fees	\$ 1,260.00
Subtotal	\$ 1,260.00
Forensic Training	\$ 4,950.00
Dallas CAC Conference	\$ 940.00
Subtotal	\$ 5,890.00
GRAND TOTAL	\$ 80,000.00

EXHIBIT "B"

LOCAL and FEDERAL ASSURANCES

Financial and Project Activity Assurances

Upon acceptance of funding from LVMPD, the lead governmental unit hereby agrees to the following financial and project activity assurances governing the transfer of funds.

1. A quarterly Financial Report shall be submitted to Las Vegas Metropolitan Police Department not later than 15 days following the end of the modified quarter schedule below:
June 1-August 31
September 1-November 30
December 1-February 28
March 1-May 31

Requests for reimbursement must be submitted using the LVMPD Quarterly Financial Report form and shall include copies of paid invoices and appropriate payroll documentation as applicable. Unless approved by LVMPD, late reports could delay reimbursement.

2. The final Financial Report must be submitted to LVMPD no later than 30 days following the end of the contract period. Unless approved by LVMPD, late reports could result in non-payment of final claim.
3. LVMPD retains the right to terminate this contract for cause at any time before completion of the program when it has determined that the subgrantee has failed to comply with the conditions of this agreement.
4. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization.
5. All grant expenditures are to be reasonable and allowable in accordance with OMB Circular A-21, A-87 or A-122, whichever is applicable to your organization, and which are incorporated into this agreement by reference.
6. All grant expenditures are to be made in accordance with the interlocal contract, and within current DOJ and grant specific guidelines. Modifications must be requested and approved in advance by submitting an LVMPD Project Change Request form to LVMPD.
7. Grant revenue and expenditure records must be maintained and made available to the LVMPD for audit.
8. Subgrantees shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB Circular A-133, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.
9. Subgrantees that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.
10. Required documentation for the performance of internal audits must be provided to LVMPD within 30 days of request. Grant closeout is contingent upon LVMPD audit and resolution of any discrepancies

11. The subgrantee agency is required to submit quarterly financial and project activity reports to LVMPD. Due dates for those reports are as follows:

- December 15** - (for reporting period September 1- November 30)
- March 15** - (for reporting period December 1 to February 28)
- June 15** - (for reporting period March 1 to May 31)
- September 15** - (for reporting period June 1 to August 31)

The reports should be completed in accordance with the following format and standards:

12. **Project Activity Report** – A narrative status report describing program accomplishments with respect to meeting stated objectives and completing the projects approved in the allocation of funding. The subgrantee activities should be reported for the quarter and for the cumulative period from the grant award date. Report can be done in a memo format.
13. **Quarterly Financial Reports** – Complete and submit a Quarterly Financial Report form for all expenditures funded by the grant. This request will be accompanied by copies of paid invoices and other documentation required by LVMPD to substantiate the request for reimbursement.
14. **Project Change Request** – Grant expenditures are authorized only for purchases and activities approved by DOJ under the grant application process. Any change in the project scope, needs to be submitted to LVMPD for submittal to DOJ for approval.
15. Funds granted are to be expended for the purpose set forth in the grant award and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the applicable federal granting agency.
16. No expenditures will be eligible for compensation if occurring after the term of the interlocal contract.
17. If this grant funds any form of written or visual material that identifies employees of LVMPD, prior approval must be obtained from the LVMPD before publishing or finalization.
18. The subgrantee assures the fiscal accountability of the funds received from the LVMPD will be managed and accounted for by the jurisdiction's chief comptroller and internal control and authority to ensure compliance with LVMPD documentation, record keeping, accounting, and reporting guidelines will reside with that individual.
19. The subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this interlocal contract without prior approval of LVMPD.
20. To the extent permitted by law, the subgrantee will indemnify, save and hold LVMPD and its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by subgrantee or its agents or employees.
23. Subrecipient shall comply with the investigative standards detailed in the Internet Crimes Against Children Operational and Investigative Standards.



OMB APPROVAL
NUMBER 1121-0140

EXPIRES 03/31/2016

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

7. If a governmental entity:

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

As the duly authorized representative of the subrecipient, I hereby certify that the subrecipient will comply with the above assurances and certifications.

NAME: John Slaughter TITLE: County Manager

SIGNATURE: _____ DATE: _____

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee, Chief of Police or the state agency director as appropriate

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER**

**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. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," 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 Department of Justice 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 at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, 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 sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

(a) 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;

(b) 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;

(c) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

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

(e) 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.

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.

3. FEDERAL TAXES

A. If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.

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.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

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

(a) 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;

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

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

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

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

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

(c) 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 (a);

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

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

(2) 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;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) 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

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

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME: John Slaughter TITLE: County Manager

SIGNATURE: _____ DATE: _____

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee, Chief of Police or the state agency director as appropriate