

Contract #324-2013

NATIONAL
PREA
RESOURCE
CENTER

April 4, 2013

Jim Gray
Mayor
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

Re: Grant Award Letter for Grant Number 16176

Dear Jim Gray:

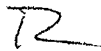
The National PREA Resource Center, operated by the National Council on Crime and Delinquency (NCCD) under a cooperative agreement with the Bureau of Justice Assistance (BJA) within the US Department of Justice, is pleased to inform you that its Peer Review Committee approved a grant to Lexington-Fayette Urban County Government (Grantee) to support work described in the Establish "Zero Tolerance" Cultures for Sexual Abuse in Local Adult and Juvenile Detention Facilities grant proposal. This work is supported under BJA Cooperative Agreement Number 2010-RP-BX-K001 (CFDA #16.735).

Grant Amount:	\$33,134 as outlined in approved budget, Attachment #3.
Grant Type:	Cost reimbursement grant, with no matching funds required.
Grant Title:	Lexington-Fayette County Detention Center
Grant Period:	April 1, 2013 – March 31, 2014
Reports:	Must be submitted through ZoomGrants on a quarterly basis with one final report due upon completion of the project.
Invoice Schedule:	Invoices should include required attachments and be submitted through ZoomGrants on a quarterly basis, accompanying quarterly reports.

Please do not hesitate to contact Senior Accountant/Contracts Manager Justin Brown at jcbrown@nccdglobal.org with any financial or contractual questions. Deirdre O'Connor should be contacted at doconnor@nccdglobal.org with information or questions concerning the programs funded by this grant.

We are pleased to support the work and contributions of your organization. We look forward to working with you over the period of your grant.

Sincerely,



Alex Busansky
President, NCCD

day, which can only be billed at seventy-five percent (75%) of the appropriate M&IE per diem rate. Every attempt should be made to obtain the federal per diem rate for lodging. Any taxes and fees added to the room rate are in addition to the federal per diem rate, and are reimbursable. No tips are allowed to be charged to federal projects. All airfares or train fares are to be economy/coach. Airfare and lodging expenses are not considered incidental, and receipts substantiating these expenses must be submitted as invoiced. Also, grantees should maintain their own record of travel cost receipts in order to substantiate these expenses in the case of an audit.

9. Conferences and Events. NCCD must be made aware of any conferences or events that will be conducted with contributing funds from this grant in advance of any obligation of funds for that purpose. Deirdre O'Connor should be contacted via email at doconnor@nccdglobal.org.

10. Supplanting. Federal funds may be used to *supplement* existing State and local funds for program activities and must not supplant, supersede and or replace those funds that have been appropriated for the same purpose.

11. False Claims Act. The civil False Claims Act (FCA) prohibits the knowing submission of false or fraudulent claims to the government for payment and/or false or fraudulent claims involving government funds. Knowing is defined under the FCA as actual knowledge, deliberate ignorance, or reckless disregard of the truth or falsity of the claim.

12. Recordkeeping. Grantee shall treat grant funds as restricted assets and shall maintain books to show the grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on the Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to NCCD at reasonable times for review and audit and shall comply with all reasonable requests of NCCD for information and interviews regarding the use of these funds. Periodic site visits and/or audits may be performed. NCCD, BJA, the Comptroller General, or any of their representatives shall have access to any books, documents, papers, and records of the Grantee and their contractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Grantee shall retain all required records for three (3) years after NCCD makes final payments and all other pending matters are closed.

13. Audit. Grantee 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. Grantee further agrees to notify NCCD within 30 days of completion of Grantee's annual audit, that the audit is complete. If there are findings in the audit, a copy of the audit must be forwarded promptly to NCCD.

14. Prohibited Uses. Grantee shall not use any portion of the funds as follows:

- a. To influence the outcome of any specific election for candidates to public office;
- b. To induce or encourage violations of law or public policy or the enactment, repeal, modification, or adoption of any law, regulation, or policy at any level of government without the express approval of OJP;

disclosure of Confidential Information. The Receiving Party may disclose Confidential Information to any of its directors, other officers, and employees ("a Recipient") to the extent that the disclosure is reasonably necessary for the purposes of the Grant. Before disclosure to a Recipient, the Receiving Party shall ensure that the Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality as if the Recipient was a party to the Grant Conditions.

- b. Information of Third Parties. Grantee will fully comply with the confidential and privacy requirements relating to third-party information as fully set forth at 42 USC § 3789g and 28 CFR Part 22.

20. Intellectual Property and Licenses. NCCD and OJP reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use (in whole or in part, including in connection with derivative works) for Federal purposes: (1) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a sub-awardee or its sub-contractor purchases ownership with Federal support.

Grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or sub-award; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

It is the responsibility of Grantee (and of each sub-contractor, if applicable) to ensure that this condition is in any sub-contract under this award.

21. Publications; Website.

- a. Written, Visual or Audio Publications. Any written, visual, or audio publication, with the exception of press releases, whether published at the Grantee's or NCCD's expense, shall contain the following statements: "This project was supported by Grant No. 2010-RP-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
- b. Website. Any website that is funded in whole or in part under this award shall include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service: "This website is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, US Department of Justice. Neither the US Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, titled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

All publications, materials, training curriculum, and services funded under this grant must be consistent with the Prison Rape Elimination Act (PREA) standards as published by DOJ. Grantees and their sub-contractors are encouraged to review materials available through the National Institute of Corrections and the National PREA Resource Center

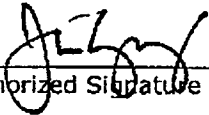
29. Governing Law. This Agreement shall be governed by the laws of the United States of America. Funding for this work is from federal sources. Grantee agrees to abide by all pertinent federal laws and regulations.

ACCEPTANCE

If this Grant Agreement, including the Grant Award Letter and the Grant Terms and Conditions, correctly sets forth your understanding of the terms of this grant, please indicate your organization's agreement by having an authorized officer sign a copy of this letter and return it to NCCD. Payment of Grant funds will commence only when NCCD is in receipt of an executed copy of this form to acknowledge the terms of the Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the signature date.

Lexington-Fayette Urban County Government



Authorized Signature

Jim Gray, Mayor

Title

April 10, 2013


Date

200 East Main Street
Lexington, KY 40507
Phone: (859) 258-3070

61-0858140

EIN Number

National Council on Crime and
Delinquency (NCCD)



Alexander Busansky, President

4/17/13

Date

1970 Broadway, Suite 500
Oakland, CA 94612
Phone: (510) 208-0500
FAX: (510) 208-0511
www.nccdglobal.org

Attachment #2

Quarterly Report/Final Report Template

Attachment #3

Approved Budget

Lexington-Fayette Urban County Government
 Lexington-Fayette County Detention Center
 Budget

- C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3- day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit costs involved, Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

<u>Purpose of Travel</u>	<u>Location</u>	<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Sexual Assault Training for Investigations	Portland, Oregon	Airfare	\$1120/person 4 persons	\$ 4,480
		Lodging	\$150/night/4 nights 4 persons	\$ 2,400
		Meals	\$35/day/5 days 4 persons	\$ 700
		Ground Transportation	\$100	\$ 100
		Subtotal		<u>\$7,680</u>
Victim-Centered Responses To Sexual Abuse In Detention Settings If available	Unknown	Airfare	\$600/person 2 persons	\$1,200
		Lodging	\$150/night/3 nights 2 persons	\$ 900
		Meals	\$35/day/4 days 2 persons	\$ 280
		Ground Transportation	\$100	\$ 100
		Subtotal		<u>\$2,480</u>
Developing Inmate Education Programs in Detention Facilities If available	Unknown	Airfare	\$600/person 2 persons	\$1,200
		Lodging	\$150/night/3 nights 2 persons	\$ 900
		Meals	\$35/day/4 days 2 persons	\$ 280
		Ground Transportation	\$100	\$ 100
		Subtotal		<u>\$2,480</u>
The Lexington-Fayette Urban County Government's established travel policies will be utilized.				
TOTAL TRAVEL				<u>\$ 12,640</u>

Lexington-Fayette Urban County Government
Lexington-Fayette County Detention Center
Budget

- F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable, Consult with the program office before budgeting funds in this category.

No funds for Construction are requested \$ 0

- G. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Contracts: Provide a description of the product or services to be procured by contract and an estimate of the cost, Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

No funds for Consultants or Contractors are requested \$ 0

- H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, and provide a monthly rental cost and how many months to rent.

No funds for Other Costs are requested \$ 0

- I. Indirect Costs - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

No Indirect Costs Will Be Charged by the LFUCG \$ 0