



**CITY COMMISSION MEETING  
AGENDA FOR OCTOBER 8, 2019  
5:30 PM  
CITY HALL COMMISSION CHAMBERS  
300 SOUTH FIFTH STREET**

*Any member of the public who wishes to make comments to the Board of Commissioners is asked to fill out a Public Comment Sheet and place it in the box located at the end of the Commissioner's desk on the left side of the Commission Chambers. The Mayor will call on you to speak during the **Public Comments** section of the Agenda.*

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS/DELETIONS**

**PRESENTATION** Award of Discretionary Funds from the Commonwealth of Kentucky - Gray Tomblyn, II, KYTC Department of Rural and Municipal Aid Commissioner, and Mark Welch, KYTC Department of Rural and Municipal Aid Field Representative

**PRESENTATION** Employee Benefit Plans Commission Briefing – Peel & Holland

*Items on the Consent Agenda are considered to be routine by the Board of Commissioners and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Consent Agenda and considered separately. The City Clerk will read the items recommended for approval.*

	<b>I.</b>	<b><u>CONSENT AGENDA</u></b>
		A. Approve Minutes for September 24, 2019
		B. Receive & File Documents
		C. Personnel Actions
		D. Accept Donation of Property at 1321 South 8th Street - <b>G CHERRY</b>
		E. Acceptance of the FY19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program award in the amount of \$11,280 - <b>B LAIRD</b>
		F. 2020 Litter Abatement Program Grant Application and Acceptance - <b>R MURPHY</b>
		G. Health, Vision and Dental Benefit Plan Premiums for 2020 - <b>M SMOLEN</b>
		H. Administrative Services and Stop Loss Insurance with Anthem Blue Cross Blue Shield - <b>M SMOLEN</b>
		I. Use of spending credits for eligible employees pursuant to the City's group health insurance plan for the 2020 plan year - <b>M SMOLEN</b>

		J. Authorize \$85,185 payment to KEDFA for TIF consultant analysis as required by KRS 154.30-030. - <b>T TRACY</b>
	<b>II.</b>	<b><u>ORDINANCE(S) - INTRODUCTION</u></b>
		A. Amend Code of Ordinances Sections 54-51 & 54-52 related to Smoking in Public Places - <b>J ARNDT</b>
		B. Approve a Budget Amendment in the Amount of \$72,000 for Professional Geotechnical Analysis and Environmental Review Services for City Block - <b>J ARNDT</b>
	<b>III.</b>	<b><u>DISCUSSION</u></b>
		A. Project Update: City Block Pre-Development Agreement - <b>K AXT</b>
	<b>IV.</b>	<b><u>COMMENTS</u></b>
		A. Comments from the City Manager
		B. Comments from the Board of Commissioners
		C. Comments from the Audience
	<b>V.</b>	<b><u>EXECUTIVE SESSION</u></b>

September 24, 2019

At a Regular Meeting of the Board of Commissioners, held on Tuesday, September 24, 2019, at 5:30 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor Harless presided, and upon call of the roll by the City Clerk, the following answered to their names: Commissioners Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

**INVOCATION:**

Commissioner McElroy led the Invocation

**PLEDGE OF ALLEGIANCE**

Mayor Harless led the pledge.

**EMPLOYEE INTRODUCTION**

Assistant Chief Matthew Tinsley introduced Joey Harrell, Steven Doran, Nathan King, Cary King, Dalton Lucas, Matt Dalbey, Jonathan Casner and Quinton Eldrige. Chief Brian Laird introduced Police Officer Ricky Branin and #911 Telecommunicator Victoria Jackson. Finance Director Jon Perkins introduced Revenue Technician I, Erica Gipson, and City Manager James Arndt introduced Grants Administrator Ty Wilson.

**CONSENT AGENDA**

Mayor Harless asked if the Board wanted any items on the Consent Agenda removed for separate consideration. Mayor Harless asked that Item I(F) Personnel Actions be removed for separate consideration. Mayor Harless asked the City Clerk to read the remaining items on the Consent Agenda.

I(A)	Approve Minutes for the September 9, 2019 Board of Commissioners Meeting
I(B)	Receive and File Documents  <i>Minute File:</i> <ol style="list-style-type: none"><li>1. Notice of Called Meeting of the Board of Commissioners – September 9, 2019</li><li>2. Notice of Cancellation for the Board of Commissioners Regular Meeting September 10, 2019</li><li>3. Certificate of Liability Insurance – Asphalt Paving, Inc., dba Cornerstone Boring</li></ol> <i>Contract File:</i> <ol style="list-style-type: none"><li>1. Master Services Agreement – Open Counter – CM Signed</li><li>2. One-Year Renewal Agreement Compost Grinding of Tree Debris and Yard Waste – Central Paving Company of Paducah, Inc. MO #2081</li><li>3. Scope of Work and Proposed Engineering Fee – 244<sup>th</sup> Street Bridge Rehab – CM Signed</li><li>4. Interlocal Cooperation Agreement – City of Paducah, Paducah-McCracken County Tourist and Convention Commission, Paducah-McCracken County Convention Center Corporation and McCracken County Sports Tourism Commission – ORD 2019-8-8585</li></ol>

September 24, 2019

	<p><u>Financials File:</u></p> <ol style="list-style-type: none"><li>1. Sprocket, Inc. – Financial Statements for year ended December 31, 2018</li><li>2. Sprocket, Inc. – 2018 Form 990-EZ</li></ol> <p><u>Bids</u></p> <ol style="list-style-type: none"><li>1. 2020 Front Loading Refuse Truck<ol style="list-style-type: none"><li>a. McBride Mack – Paducah, KY *Recommended Bid For Acceptance</li><li>b. Stringfellow – Nashville, TN</li><li>c. Bruckner Truck – Wichita Falls, TX</li></ol></li><li>2. Three (3) pickup trucks for use by multiple departments<ol style="list-style-type: none"><li>a. Linwood Motors – Paducah, KY *Recommended Bid For Acceptance</li><li>b. Bachman Ford – Louisville, KY</li><li>c. Gillie Hyde Ford – Glasgow, KY</li><li>d. Jeff Wyler Chrysler – Ft. Thomas, KY – Non-responsive bid</li></ol></li></ol>
I(C)	Approve Appointment of Karen Petter to the Civic Beautification Board. This term shall expire July 1, 2023.
I(D)	Approve Reappointment of Carol Young and Patrick Perry to the Board of Adjustment. These terms shall expire August 31, 2023.
I(E)	Approve Appointment of Tammara Sanderson to the Civil Service Commission to replace Maurie McGarvey, whose term has expired. This term shall expire December 9, 2021.
I(F)	Personnel Actions ( <b>REMOVED, AMENDED, ADOPTED SEPARATELY</b> )
I(G)	A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF ONE (1) FRONT LOADER REFUSE TRUCK IN A TOTAL AMOUNT OF \$259,729.00 FOR USE BY THE SOLID WASTE DIVISION, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME <b>MO #2282, BK 11</b>
I(H)	A MUNICIPAL ORDER ACCEPTING THE BID FOR SALE TO THE CITY OF THREE (3) PICK UP TRUCKS IN A TOTAL AMOUNT OF \$74,694 FOR USE BY MULTIPLE DEPARTMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SAME <b>MO #2283, BK 11</b>

Mayor Harless offered motion, seconded by Commissioner Wilson, that the consent agenda be adopted as presented.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

### **MUNICIPAL ORDER(S)**

#### **AMEND AND ADOPT PERSONNEL ACTIONS OF SEPTEMBER 24, 2019**

Mayor Harless offered motion, seconded by Commissioner Wilson, that the Personnel Actions for the September 24, 2019 City Commission Meeting be amended as follows: “That the rate for the full-time new-hire position of Neighborhood Project Planner be amended to \$18.12 per hour,” and adopted as amended.

September 24, 2019

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

**TYLER TECHNOLOGIES CONTRACT AMENDMENT**

Commissioner Abraham offered motion, seconded by Commissioner McElroy that the Board of Commissioners adopt a Municipal Order entitled, "A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES TO REMOVE CERTAIN SERVICES AND TO ADD THE IMPLEMENTATION OF ENERGOV." **MO#2284, BK 11**

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson and Mayor Harless (5).

**ORDINANCE(S) – ADOPTION**

Commissioner McElroy offered motion, seconded by Commissioner Abraham that the Board of Commissioners adopt an Ordinance entitled, AN ORDINANCE FIXING THE LEVIES AND RATES OF TAXATION ON ALL PROPERTY IN THE CITY OF PADUCAH, KENTUCKY, SUBJECT TO TAXATION FOR MUNICIPAL PURPOSES AND FOR SCHOOL PURPOSES FOR THE PERIOD FROM JULY 1, 2019, THROUGH JUNE 30, 2020, WITH THE PURPOSES OF SAID TAXES HEREUNDER DEFINED.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).  
**(ORD 2019-9-8593, BK 35)**

**COMMENTS**

**CITY MANAGER COMMENTS**

- BBQ on the River preparations are underway. We have multiple crews working in the area
- Greenway Trail Phase 4 is complete. Hoping to have a ribbon cutting soon
- The Agenda is located on the Website. City Clerk Lindsay Parish showed the public how to access the agenda.
- City Manager and Assistant City Manager, Michelle Smolen, will be at the KLC Conference through Friday.

**COMMISSION COMMENTS**

- Commissioner McElroy – Hope Unlimited is celebrating its 30<sup>th</sup> anniversary and Paducah Symphony Orchestra is celebrating its 40<sup>th</sup> anniversary. There are twenty-two Garden Clubs in Paducah. She hopes to work with these clubs to create a Music Garden in Noble Park
- Commissioner Wilson – Two Candidates for Governor will be in Paducah on October 3 for a luncheon at the Convention Center. Pre-registration is required
- Mayor Harless – Veterans Day Celebration November 11  
Sunrise service at riverfront at 6 a.m., Breakfast 6:30 to 8:30 a.m.  
Parade starts at 11:00 a.m.  
Several events are being scheduled for that day  
Five city employees will receive Quilts of Valor

September 24, 2019

101<sup>st</sup> Airborne Army band will perform that night

DC Fly-in comments – one of the most productive we've had

Fountain Avenue/Frenchtown Station Neighborhood Walk was Monday. Very well organized and very well attended.

**EXECUTIVE SESSION**

Commissioner Watkins made motion, seconded by Commissioner Wilson to go into closed session for discussion of matters pertaining to future sale or acquisition of a specific parcel of real estate, as permitted by KRS 61.810(1)(b).

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).

**RECONVENE**

Mayor Harless made motion, seconded by Commissioner McElroy to reconvene in open session.

Adopted on call of the roll, yeas, Abraham, McElroy, Watkins, Wilson, Mayor Harless (5).

**ADJOURN**

Mayor Harless offered motion, seconded by Commissioner Wilson, to adjourn the meeting. All in favor.

Meeting ended at approximately 7:07 p.m.

ADOPTED: October 8, 2019

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

October 8, 2019

Minute File:

1. Surplus Property Determination – Recycling Equipment September 16, 2019
2. Certificate of Liability Insurance – William Briggs d/b/a Wiggins Concrete Construction

Contract File:

1. Interlocal Cooperation Agreement – City of Paducah, County of McCracken, Paducah - McCracken County Tourist and Convention Commission, Paducah-McCracken County Convention Center and McCracken County Sports Tourism Commission  
ORD 2019-8-8585
2. Community Block Grant – CenterPoint Recovery Center 2019 – MO #2267
3. Agreement to Purchase Seven Police Pursuit-Rated SUV's from Linwood Motors in the amount of \$255,625 MO #2278
4. Amended to Contract with Tyler Technologies – Adding EnerGov – MO #2284

Financials File:

1. Paducah Water Works – Month ending August 31, 2019
2. Midtown Alliance of Neighbors, Inc. – year ended December 31, 2018

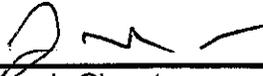
Bids

1. Paducah Police Department Records Scanning/Digitizing Project
  - a. DRMS
  - b. KOFILE Technologies
  - c. US Imaging, Inc.
  - d. Doc Scan

CITY OF PADUCAH  
October 8, 2019

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Upon the recommendation of the City Manager, the Board of Commissioners of the City of Paducah order that the personnel changes on the attached list be approved.

  
\_\_\_\_\_  
City Manager's Signature

10/3/19  
\_\_\_\_\_  
Date

**CITY OF PADUCAH  
PERSONNEL ACTIONS  
October 8, 2019**

**PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS**

	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>
<b><u>POLICE-OPERATIONS</u></b>					
Stephen, Hillary	Telecommunicator \$13.98/hr	Telecommunicator \$16.71/hr	NCS	Non-Ex	September 26, 2019
Thompson, Steven L.	Patrolman \$26.56/hr	Operations Specialist \$28.00/hr	NCS	Non-Ex	October 24, 2019
<b><u>FINANCE</u></b>					
Hemdon, Audra	Controller \$40.72/hr	Controller \$41.94/hr	NCS	Ex	October 10, 2019
<b><u>FIRE-SUPPRESSION</u></b>					
Harris, Daniel	Relief Driver \$16.14/hr	Acting LT \$17.69/hr	NCS	Non-Ex	August 1, 2019
Hines, Ronnie	Lieutenant \$17.52/hr	Captain \$18.66/hr	NCS	Non-Ex	October 8, 2019
Graves, Matt	Lieutenant \$17.40/hr	Captain \$18.56/hr	NCS	Non-Ex	October 8, 2019
Meiser, Matt	Relief Driver \$15.42/hr	Lieutenant \$17.19/hr	NCS	Non-Ex	October 8, 2019
Harris, Daniel	Acting LT \$17.69/hr	Lieutenant \$17.69/hr	NCS	Non-Ex	October 8, 2019
Owen, Chris	Acting Lieutenant \$17.19/hr	Relief Driver \$15.91/hr	NCS	Non-Ex	October 8, 2019
Orange, Tim	Acting Captain \$18.44/hr	Lieutenant \$17.19/hr	NCS	Non-Ex	October 8, 2019
Looney, Billy	Captain \$18.90/hr	Captain \$19.00/hr	NCS	Non-Ex	August 1, 2019

**TERMINATIONS - PART-TIME (P/T)/TEMPORARY/SEASONAL**

<u>PARKS SERVICES</u>	<u>POSITION</u>	<u>REASON</u>	<u>EFFECTIVE DATE</u>
Brandon, Twathea S.	Laborer	End of Season	September 23, 2019

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: October 8, 2019

Short Title: Accept Donation of Property at 1321 South 8th Street - **G CHERRY**

Category: Municipal Order

Staff Work By: Greg Cherry

Presentation By: Greg Cherry

**Background Information:** Isiah and Luverta Shaw want to donate this property to the City of Paducah. This will benefit the City to receive this property versus foreclosure expenses. This property will be turned over to Planning for future re-development.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:

Account Number:

**Staff Recommendation:** Authorize Mayor Brandi Harless to sign a deed transferring 1321 South 8th Street to the City of Paducah.

**Attachments:**

1. Municipal Order

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ACCEPTING THE DONATION OF REAL PROPERTY LOCATED AT 1321 SOUTH 8<sup>TH</sup> STREET FROM ISIAH AND LUVERTA SHAW TO THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE THE DEED CONSIDERATION CERTIFICATE

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Board of Commissioners hereby approves and consents to the donation of the Property located at 1321 South 8<sup>th</sup> Street from Isiah and Luverta Shaw.

SECTION 2. The Mayor is hereby authorized to execute the Consideration Certificate in the Deed of Conveyance to accept the donation of property as approved in Section 1 above. It is determined that it is necessary and desirable and in the best interest of the City to accept this donation and execute the Consideration Certificate contained in said Deed of Conveyance, which deed of conveyance and consideration certificate are hereby authorized and approved.

SECTION 3. This Order shall be in full force and effect from and after the date of its adoption.

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 8, 2019  
Recorded by Lindsay Parish, City Clerk, October 8, 2019  
\\mo\prop donated -1321 South 8<sup>th</sup> Street

# Agenda Action Form Paducah City Commission

Meeting Date: October 8, 2019

Short Title: Acceptance of the FY19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program award in the amount of \$11,280 - **B LAIRD**

Category: Municipal Order

Staff Work By: Joseph Hayes, Ty Wilson

Presentation By: Brian Laird

## Background Information:

The Edward Byrne Memorial Justice Accountability Grant (JAG) is a federal formula grant funded through the U.S. Department of Justice. The city received notice of eligibility for the amount of \$11,280 in September of 2019, and was authorized by Municipal Order 2269 to apply for the funding for the Paducah Police Department for the purchase of five (5) hand held radios. The grant doesn't require a local match, but the estimated cost is around \$13,894 and the difference between available funds and the total cost will come from the department's general fund.

The application also required an Interlocal Agreement to be signed and approved by the City Commission and McCracken County Fiscal Court, ensuring neither entity has applied for federal funds for this project. The Interlocal Agreement will be sent to the Department for Local Government upon approval to accept this funding.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:  
Account Number:

Staff Recommendation: Authorize and direct the Mayor to execute all required grant award documents.

## Attachments:

1. Municipal Order
2. JAG Interlocal Agreement.revised.2019
3. JAG\_AWARD\_REPORT\_2019

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ACCEPTING GRANT FUNDS THROUGH THE U.S. DEPARTMENT OF JUSTICE FOR A 2019-2020 EDWARD BYRNE MEMORIAL JUSTICE ACCOUNTABILITY GRANT IN THE AMOUNT OF \$11,280 FOR THE PURCHASE OF FIVE (5) HANDHELD RADIOS FOR THE PADUCAH POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah applied for a 2019-2020 Edward Byrne Memorial Justice Accountability Grant through the U.S. Department of Justice, adopted by Municipal Order No. 2269 on August 13, 2019, to be used for the purchase of five (5) hand-held radios for the Paducah Police Department; and

WHEREAS, the U.S. Department of Justice has approved the application and is now ready to award this grant.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby accepts grant funds in the amount of \$11,280.00 through the U.S Department of Justice for a 2019-2020 Edward Byrne Memorial Justice Accountability Grant for the purchase of five (5) hand-held radios for the Paducah Police Department and authorizes the Mayor to execute the Grant Agreement and all related documents. No local or in kind match is required.

SECTION 4. This order shall be in full force and effect from and after the date of its adoption.

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners October 8, 2019

Recorded by Lindsay Parish, City Clerk October 8, 2019

MO\grants\award-19-20 Edward Byrne Memorial Justice Accountability Grant JAG

**INTERLOCAL AGREEMENT FOR ACCEPTANCE AND ADMINISTRATION OF EDWARD BYRNE  
JUSTICE ASSISTANCE GRANT (JAG) AWARD**

THIS AGREEMENT, made and entered into on this \_\_\_ day of October, 2019 herein below, as evidenced by the dates executed by the parties, with an effective date of October 1, 2019, by and between the City of Paducah, Kentucky, a municipality and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, acting by and through its duly authorized Mayor, hereinafter called "City"; and the County of McCracken, a County and political subdivision validly existing under the constitution, statutes, and laws of the Commonwealth of Kentucky, hereinafter called "County".

**WITNESSETH:**

WHEREAS, the governing bodies of the City and County pursuant to the Kentucky Revised Statutes, Section 65.210 et seq., have the power to enter into agreements in order to provide for the use of property on the basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and,

WHEREAS, the City and County have previously determined, and hereby further determine, that all parties are in need of a U.S. Bureau of Justice Edward Byrne JAG Award, as defined herein; and,

WHEREAS, the governing bodies of the City and County hereby determine that it is in the best interests of the citizens and residents of McCracken County that these entities enter into this Agreement to accept and administer a JAG Award in the amount of \$11,280 offered by the U.S. Bureau of Justice; and,

WHEREAS, the execution, delivery, and performance of this Agreement have been authorized, approved, and directed by the governing bodies of the City and County by an ordinance or resolution formally passed and adopted by the governing bodies of the City and County.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

**ARTICLE I: PURPOSE FOR THIS AGREEMENT**

It is necessary for the efficient and consistent administration of the \$11,280 allocated in the 2019 JAG Award that the individual, specific, and special needs of each of the parties here to be considered and that the award be used in a manner that best responds to the needs of those parties and the general public.

## **ARTICLE II: DEFINITIONS**

All words and phrases will have the meanings specified below unless the context clearly requires otherwise.

"Agreement" means this Interlocal Agreement Regarding Acceptance and Administration of an Edward Byrne Justice Assistance Grant (JAG) Award and any amendments or supplements hereto entered into in accordance with the provisions hereof, including the exhibits attached hereto.

"City" means the City of Paducah, Kentucky, or any successor thereto acting by and through this Agreement

"County" means the County of McCracken, Kentucky, or any successor thereto acting by and through this Agreement.

"Fiscal Year" means the period from and including July 1 through and including the next June 30.

"Term" means the term of this Agreement *as* determined pursuant to **Article IV** hereof. **ARTICLE**

## **III: REPRESENTATIONS, COVENANTS AND WARRANTIES**

Section 3.1. Representations, Covenants and Warranties of the County. The County represents, covenants and warrants for the benefit of the remaining parties hereto as follows:

- (a) The County is a county and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The County warrants this Agreement to be a valid, legal and binding obligation of the County, enforceable against it in accordance with its terms.
- (b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any

provision of law or regulation applicable to the County or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.

- (c) To the best of County's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting the County nor to the best of the knowledge of the County is there any basis therefore, wherein an unfavorable decision, ruling, or finding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which the County is a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the County to perform its obligations hereunder or thereunder.
- (d) The Project is in furtherance of the County's governmental purposes, serves a public purpose and is in the best interests of the residents of the County and at the time of the execution and delivery of the Agreement, the County intends to annually appropriate its share of funding for the project *as set forth in Articles V and VI.*

Section 3.2. Representations. Covenants and Warranties of City. The City represents, covenants and warrants for the benefit of the remaining parties hereto *as follows:*

- (a) The City is a municipality and political subdivision, validly organized and existing in good standing under the laws of the Commonwealth of Kentucky, has full power and authority to enter into and to perform its obligations under this Agreement, and has duly taken the necessary acts required prior to (including all required approvals) the execution and delivery of this Agreement. The City warrants this Agreement to be a valid, legal and binding obligation of the City, enforceable against the City in accordance with its terms.
- (b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or conflicts with or results in a violation of any provision of law or regulation applicable to the City or results in the creation or imposition of any lien or encumbrance whatsoever upon the property or assets of the County or City (except for any purchase money security interests); and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect.
- (c) To the best of City's knowledge and belief, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or

body, pending or known to be threatened against or affecting the City nor to the best of the knowledge of the City is there any basis therefore, wherein an unfavorable decision, ruling, or funding would materially and adversely affect the transactions contemplated by this Agreement or which would adversely affect, in any way, the validity or enforceability of this Agreement or any material agreement or instrument to which the City *is* a party, used or contemplated for use in the consummation of the transactions contemplated hereby, or the authority or ability of the City to perform its obligations hereunder or thereunder.

- (d) The acquisition, construction, and installation of the Project, under the terms and conditions set forth in this Agreement, are in furtherance of the City's governmental purposes, serve a public purpose and are in the best interests of the residents of the City and at the time of the execution and delivery of the Agreement, the City intends to annually appropriate its share of funding for the project as set forth in Articles V and VI.

#### **ARTICLE IV: TERM**

Section 4.1. Duration of Agreement Term: Right to Terminate. The term of this Agreement shall be that of the JAG Award, a one (1) year period beginning October 1, 2019, and ending September 30, 2020 unless terminated by any party hereto. Any party hereto shall have the right to terminate this Agreement by giving notice, in writing, to the other parties no less than sixty (60) days prior to the termination date sought. The voluntary withdrawal and termination of any party shall not terminate this agreement as to the other parties, provided, however, that the withdrawing party shall have no further duties or obligations or be entitled to benefits, therefrom, following the effective date of withdrawal and termination.

#### **ARTICLE V: BUDGET AND FINANCING**

Section: 5.1. The City and the County agree to allow the City of Paducah to receive and administer 100% of the 2019 JAG award allocation in the amount of \$11,280 on behalf of the Paducah Police Department to be used exclusively for the purchase of grant-allowable items of equipment. The City shall make all purchases, file quarterly narrative and fiscal reports and other reports as necessary including the final close out report. The budget for the 2019 JAG program was established by the Paducah City Police Department.

#### **ARTICLE VI: ADMINISTRATION**

Section: 6.1. The City and the County agree that the City shall administer the FY2019 JAG Award and act as the lead agency, fiscal agent, and primary administrator. As such the City shall make all equipment purchases, seek JAG Award funding reimbursements, file quarterly narrative, fiscal reports and other reports as necessary including the final close out report

Section: 6.2. Acquiring, Holding and Disposing of Real and Personal Property. Real and/or personal property shall be acquired, held, and disposed of in accordance with applicable laws and ordinances established by the Commonwealth of Kentucky and the City of Paducah.

#### **ARTICLE VII: ASSIGNMENT**

Section: 7.1. Assignment. This Agreement may not be assigned by any party without the prior written consent of the remaining parties hereto.

#### **ARTICLE VIII. MISCELLANEOUS**

Section: 8.1. Notices. All notices, certificates, requests or other communications hereunder will be sufficiently given and will be in writing and mailed (postage prepaid, and certified or registered with return receipt requested) or delivered (including delivery by courier services) as follows

City:                   City of Paducah  
                          Attn: Mayor or City Manager  
                          300 South 5<sup>th</sup> Street  
                          P.O. BOX 2267  
                          Paducah, KY 42002-2267

County:               County of McCracken  
                          Attn: County Judge Executive  
                          McCracken County Courthouse  
                          301 South 6<sup>th</sup> Street, Suite 4  
                          Paducah, KY 42003-1797

Any of the foregoing may, by notice given hereunder to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications will be sent hereunder. All notices, certificates, requests and other communications pursuant to this Agreement will be effective when received (if given by mail) or when delivered (if given by delivery). Further, in the event of a change in personnel to any party/officer hereto, the presumption shall be that, unless the other parties are notified, in writing, the successor to that position shall be the authorized representative and shall be bound by this Agreement.

Section: 8.2. Amendment & Changes and Modifications. Except as specifically provided in this Agreement, this Agreement may not be amended, changed, modified or altered, or any provision hereof waived, without the written consent of all parties hereto.

Section:8.3. Severability. In the event that any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render

unenforceable any other provision hereof.

Section: 8.4. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section: 8.5. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Section:8.6. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section: 8.7. Binding Effect. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns (including, without limitation, security assigns), subject, however, to the limitations contained in this Agreement.

Section: 8.8. Entire Agreement. This Agreement and all exhibits attached hereto shall constitute the entire agreement of the parties hereto and any prior agreement of the parties hereto relating to the Project, whether written or oral, is merged herein and shall be of no separate force and effect.

Section: 8.9 Mutual Negotiation. This Agreement and the language contained herein have been arrived at by the mutual negotiation of the parties. Accordingly, no provision hereof shall be construed against one party in favor of another party merely by reason of draftsmanship.

Section: 8.10 Waiver. No action or failure to act by one or more of the parties hereto shall constitute a waiver of a right or duty afforded it/him under the contract, nor shall such action or failure to act constitute approval or acquiescence of or in a breach hereunder.

IN WITNESS WHEREOF, the parties have executed the Agreement by and through their duly authorized representatives as of the day and year first above written.

CITY OF PADUCAH, KENTUCKY

By: \_\_\_\_\_ ATTEST: \_\_\_\_\_

Mayor Brandi Harless

City Clerk Lindsay Parish

Date executed: \_\_\_\_\_ Date executed: \_\_\_\_\_

MCCRACKEN COUNTY, KENTUCKY

By: \_\_\_\_\_ ATTEST: \_\_\_\_\_

Judge Executive Craig Z. Clymer

Fiscal Court Clerk Julie Griggs

Date executed: \_\_\_\_\_ Date executed: \_\_\_\_\_

Prepared by:

\_\_\_\_\_  
Melanie Townsend  
Grant Administrator  
City of Paducah  
PO Box 2267  
300 S. 5<sup>th</sup> Street  
Paducah, KY 42002



**U.S. Department of Justice**

Office of Justice Programs

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Office of the Assistant Attorney General

*Washington, D.C. 20531*

September 18, 2019

The Honorable Brandi Harless  
City of Paducah  
300 South 5th Street  
Paducah, KY 42002-2267

Dear Mayor Harless:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$11,280 for City of Paducah.

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, Kandia M. Conaway, Program Manager at (202) 514-9205; 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](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Enclosures



**U.S. Department of Justice**  
Office of Justice Programs  
*Office of Civil Rights*

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Washington, DC 20531

September 18, 2019

The Honorable Brandi Harless  
City of Paducah  
300 South 5th Street  
Paducah, KY 42002-2267

Dear Mayor Harless:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink that reads "Michael L. Alston".

Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Paducah 300 South 5th Street Paducah, KY 42002-2267		4. AWARD NUMBER: 2019-DJ-BX-0216	
2a. GRANTEE IRS/VENDOR NO. 616001891		5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2020 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2020	
2b. GRANTEE DUNS NO. 082397217		6. AWARD DATE 09/18/2019	7. ACTION Initial
3. PROJECT TITLE Paducah/McCracken County Hand Held Radio Project		8. SUPPLEMENT NUMBER 00	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).		9. PREVIOUS AWARD AMOUNT \$ 0	
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).		10. AMOUNT OF THIS AWARD \$ 11,280	
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program		11. TOTAL AWARD \$ 11,280	
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Brandi Harless Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR    FUND CODE    BUD. ACT.    DIV. OFC.    REG.    SUB.    POMS    AMOUNT X            B            DJ            80            00            00                       11280		21. UDJUGT0503	



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

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PROJECT NUMBER 2019-DJ-BX-0216

AWARD DATE 09/18/2019

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice  
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PROJECT NUMBER 2019-DJ-BX-0216

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*SPECIAL CONDITIONS*

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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*SPECIAL CONDITIONS*

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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*SPECIAL CONDITIONS*

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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*SPECIAL CONDITIONS*

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



U.S. Department of Justice  
Office of Justice Programs  
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PROJECT NUMBER 2019-DJ-BX-0216

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*SPECIAL CONDITIONS*

13. Unreasonable restrictions on competition under the award; association with federal government

**SCOPE.** This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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PROJECT NUMBER 2019-DJ-BX-0216

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*SPECIAL CONDITIONS*

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

**IMPORTANT NOTE:** Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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*SPECIAL CONDITIONS*

32. No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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33. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
- B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.
4. Rules of Construction
- A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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34. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction. The "Rules of Construction" set out in the "Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification" condition are incorporated by reference as though set forth here in full.



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35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information" award condition are incorporated by reference as though set forth here in full.



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37. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

38. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

39. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

- C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.



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*SPECIAL CONDITIONS*

40. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



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42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



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47. Avoidance of duplication of networks

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 jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient 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.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must 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 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



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52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



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55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must 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 award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient 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 award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this 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 recipient 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 recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, 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.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



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63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2018

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2018), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds 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.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.



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67. Initial period of performance; requests for extension

The recipient understands that the initial period of performance for this award is two years. The recipient further understands that any requests for an extension of the period of performance for this award will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

68. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.



**U.S. Department of Justice**

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

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

The 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 see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



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## GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

### Grant

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PAGE 1 OF 1

This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

1. STAFF CONTACT (Name & telephone number)

Kandia M. Conaway  
(202) 514-9205

2. PROJECT DIRECTOR (Name, address & telephone number)

Joseph Hayes  
Captain  
1400 Broadway St  
Paducah, KY 42001-2506  
(270) 444-8550 ext.2219

3a. TITLE OF THE PROGRAM

BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

Paducah/McCracken County Hand Held Radio Project

5. NAME & ADDRESS OF GRANTEE

City of Paducah  
300 South 5th Street  
Paducah, KY 42002-2267

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2018 TO: 09/30/2020

8. BUDGET PERIOD

FROM: 10/01/2018 TO: 09/30/2020

9. AMOUNT OF AWARD

\$ 11,280

10. DATE OF AWARD

09/18/2019

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 JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

# **Agenda Action Form Paducah City Commission**

Meeting Date: October 8, 2019

Short Title: 2020 Litter Abatement Program Grant Application and Acceptance - **R MURPHY**

Category: Municipal Order

Staff Work By: Ty Wilson

Presentation By: Rick Murphy

**Background Information:** The Kentucky Division of Waste Management (DMW) provides funds across the Commonwealth to local jurisdictions for litter abatement. The litter abatement award amount is based on a street mileage formula with Paducah having 223 miles of city streets. In 2019, DMW awarded the Engineering/Public Works Department \$14,097.31 for their Street Litter Abatement Program.

The City uses Litter Abatement funding for litter/trash pick-up along roadways and within the parks. This grant also funds street sweeping activities, personnel costs, and disposable costs.

Engineering/Public Works Department proposes to submit an application to KY Division of Waste Management for the 2020 Litter Abatement Award. The grant amount will be based on the formula using the total number of street miles within the City and the number of applicants this year. This award requires no local cash or in-kind match.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name:  
Account Number:

**Staff Recommendation:** Authorize and direct the Mayor to sign all applicable grant application documents. Authorize and direct the Mayor to execute all required documents to accept the award if offered.

Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A 2020 KENTUCKY LITTER ABATEMENT GRANT THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT FOR THE ENGINEERING/PUBLIC WORKS DEPARTMENT STREET LITTER ABATEMENT PROGRAM, ACCEPTING ALL AWARDED GRANT FUNDS, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application for a 2020 Kentucky Litter Abatement Program grant through the Kentucky Division of Waste Management for the Engineering/Public Works Department's Street Litter Abatement programs. This grant amount will be based on a formula using the total number of street miles within the City and number of applicants.

SECTION 2. That the City of Paducah hereby accepts all grant funds awarded through Kentucky Division of Waste Management to be used by the Engineering/Public Works Department for litter and trash pick-up along roadways and in parks. No local match is required.

SECTION 3. This Order shall be in full force and effect from and after the date of its adoption.

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 8, 2019  
Recorded by Lindsay Parish, City Clerk, October 8, 2019  
MO\grants\application & award-2020 Litter Abatement

# Agenda Action Form Paducah City Commission

Meeting Date: October 8, 2019

Short Title: Health, Vision and Dental Benefit Plan Premiums for 2020 - **M SMOLEN**

Category: Municipal Order

Staff Work By: HR Staff, Peel & Holland

Presentation By: Peel & Holland

## Background Information:

The following reflect the recommended monthly health insurance premiums, by plan, for the 2020 Calendar year. These are the rates, as presented by DJ Story, of Peel and Holland, which are flat to last year. These premiums allow us to keep our grandfathered status which offers protection to both the employer and the employee and allow us to maintain an acceptable escrow level to cover expected claims and plan costs. As a further note, regarding the City's health insurance premium, there have only been no increases to cost in the last nine years.

### Health Insurance:

Investor Plan	Monthly Premium	Elite Plan	Monthly Premium
Employee	\$781	Employee	\$856
Employee/Spouse	\$969	Employee/Spouse	\$1,139
Employee Child	\$825	Employee Child	\$974
Family	\$1,118	Family	\$1,319

The following will reflect the monthly Vision Premium rate for the 2020 Calendar year. The renewal rates will increase 0% from last year.

### Vision Premium:

Blue View Vision	Monthly Premium
Employee	\$6.15
Employee/Spouse	\$10.76
Employee Child	\$11.69
Family	\$17.84

The following will reflect the recommended monthly Delta Dental Plan Premiums for the 2020 Calendar year. The premium renewal percentage rate will increase by 0% from last year.

### Dental Premium:

Delta Dental	Monthly Premium
Employee	\$25.95
Employee/Spouse	\$52.94
Employee Child	\$55.38
Family	\$90.10

Does this Agenda Action Item align with a Strategic Plan Action Step? No  
If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: Administrative  
Premiums Paid

Account Number: 73000208 - 520010  
73000208 - 521080

Staff Recommendation: Approve the premiums listed above for Health Insurance, Vision and Dental.

Attachments:

1. Municipal Order
2. Delta Dental 2020
3. Vision 2020

A MUNICIPAL ORDER APPROVING AND ADOPTING THE COMPREHENSIVE HEALTH INSURANCE BENEFIT PLAN PREMIUMS, THE VISION INSURANCE PLAN PREMIUMS, AND THE DENTAL PLAN PREMIUMS FOR CALENDAR YEAR 2020 FOR EMPLOYEES OF THE CITY OF PADUCAH, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATED TO SAME  
 BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah approves and adopts the following monthly health insurance premiums for calendar year 2020 for employees of the City of Paducah:

**Health Insurance:**

Investor Plan	Monthly Premium	Elite Plan	Monthly Premium
Employee	\$ 781	Employee	\$ 856
Employee/Spouse	\$ 969	Employee/Spouse	\$1,139
Employee Child	\$ 825	Employee Child	\$ 974
Family	\$1,118	Family	\$1,319

SECTION 2. That the City of Paducah hereby approves the following monthly premiums for the Blue View Vision Plan through Anthem BlueCross BlueShield for vision care for employees for calendar year 2020:

**Vision Insurance:**

	Monthly Premium
Employee	\$6.15
Employee/Spouse	\$10.76
Employee Child	\$11.69
Family	\$17.84

SECTION 3. That the City of Paducah hereby approves the following monthly premiums for the Delta Dental Plan for optional dental care for employees for calendar year 2020:

**Dental Insurance**

	Monthly Premium
Employee	\$25.95
Employee/Spouse	\$52.94
Employee Child	\$55.38
Family	\$90.10

SECTION 4. That the premiums for the Comprehensive Health Insurance Benefit Plan, the Blue View Vision Plan and the Delta Dental Plan for employees of the City of Paducah, adopted in Section 1 above, shall become effective January 1, 2020.

SECTION 5. The Mayor is hereby authorized to execute all documents related to the premiums approved in Sections 1, 2 and 3 above.

SECTION 6. This expenditure will be charged to the Administrative Premiums Paid account numbers 73000208-521080 & 73000208-520010.

SECTION 7. This order shall be in full force and effect from and after the date of its adoption.

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 8, 2019  
Recorded by Lindsay Parish, City Clerk, October 8, 2019  
\\mo\Heath Vision & Dental Premiums 2020

**Delta Dental of Kentucky**  
**Renewal Rates for CITY OF PADUCAH #692290**  
*Effective January 1, 2020*

<b>Rates</b>		
<b>Rates per subscriber per month</b>	<b>Current Rate(s)</b>	<b>Renewal Rate(s)</b>
	January 1, 2019 through December 31, 2019	January 1, 2020 through December 31, 2020
Subscriber only	\$25.95	\$25.95
Subscriber and spouse	\$52.95	\$52.95
Subscriber and child(ren)	\$55.38	\$55.38
Subscriber, spouse and child(ren)	\$90.10	\$90.10
Overall Percent Change	0.00%	

**Rating Requirements**

Tied to medical: No

Subscribers and eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, they may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Dependents may only enroll if the Subscriber is enrolled (except under COBRA) and must be enrolled in the same plan as the Subscriber. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

**Rating Assumptions**

Rates do not include any applicable claims taxes. The rates are valid only for the effective date noted above and are guaranteed for a one year contract.

Self-billing is not allowed and you agree to pay as invoiced each month.

Subscriber materials which are produced by Delta Dental will be updated and provided when plan changes apply and are always available to view or print at <https://www.DeltaDentalKY.com>.

Printed dentist directories are not included. You can find participating dentists on our website at <https://www.DeltaDentalKY.com>.

The plan specifications are subject to Delta Dental's standard exclusions and limitations, including:

- Oral exams (including evaluations by a specialist) are payable twice per calendar year. Limited oral evaluations for a specific problem or complaint are also payable twice in the same calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year. Two additional periodontal maintenance procedures are payable per calendar year for individuals with a documented history of periodontal disease. Full mouth debridement is payable once in a lifetime.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable once per calendar year for people up to age 19.
- Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Sealants are payable once per tooth per two-year period for first and second permanent molars up to age 16. The surface must be free from decay and restorations.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- The initial installation of any prosthodontic service is not a Covered Service to replace missing teeth that were lost before coverage began.
- Porcelain and resin facings on bridges are Covered Services on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Fully Insured Renewal



City of Paducah  
 Group Number(s): 00210630  
 Effective Date: 01/01/2020 - 12/31/2020  
 Anthem Sales Representative: Marci Johnson

	Renewal				Total
<b>Frequency</b>					
Exam	Core Plan				
Lenses	Blue View Vision				
Frames	Voluntary				
Contact Lenses	Group Size: 250-499				
	Option 25				
<b>In Network Copayments</b>					
Exam	Full Service				
Lenses	12 months				
Frames	12 months				
Contact Lenses	24 months				
	12 months				
Exam	\$10.00				
Materials	\$10.00				
<b>In Network Plan Allowance</b>					
Frame Allowance	\$130				
Contact Lens Allowance	\$130				
<b>ENROLLMENT</b>					
Subscriber Only	79				79
Subscriber + Spouse	32				32
Subscriber + Child	0				0
Subscriber + Children	22				22
Subscriber + Family	46				46
<b>Total Number of Contracts</b>	<b>179</b>				<b>179</b>
<b>RATES</b>					
Subscriber Only	\$6.15				
Subscriber + Spouse	\$10.76				
Subscriber + Child	\$11.69				
Subscriber + Children	\$11.69				
Subscriber + Family	\$17.84				
<b>Total Monthly Premium</b>	<b>\$1,907.99</b>				<b>\$1,907.99</b>
<b>Total Annual Premium</b>	<b>\$22,895.88</b>				<b>\$22,895.88</b>
<b>% Rate Increase</b>	<b>0.00%</b>				<b>0.00%</b>

NOTES: Benefits may be subject to approval by CET.  
 Final year of rate guarantee  
 Rates are net of commissions.

Underwriter Issue Date: 7/10/2018

(1003)

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Refer to your sales brochure(s) for benefit details and limitations. This benefit description is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract. In the event of a conflict between the Group Contract and the description, the terms of the Group Contract will prevail.

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: October 8, 2019

**Short Title: Administrative Services and Stop Loss Insurance with Anthem Blue Cross Blue Shield - M  
SMOLEN**

Category: Municipal Order

Staff Work By: HR Staff, Peel & Holland

Presentation By: Peel & Holland

### Background Information:

DJ Story of Peel and Holland recommends that the city continue with Anthem Blue Cross Blue Shield for the 2020 plan year, effective January 1, 2020 as the City's Third Party Administrator (TPA) to provide claims administrative services related to the City's health insurance plan. Remaining with Anthem offers the best overall option for quality of plans, administrative services and competitive rates and factors. A summary of Anthem's administrative fees, rates and factors is attached. In addition, since January 1, 2011 the City of Paducah has purchased stop loss insurance with Anthem to protect the City's health insurance plan in the event of a catastrophic claim(s). It is recommended, for the 2020 plan year beginning on January 1, 2020, the Commission adopt an agreement with Anthem to purchase stop loss insurance which is set at a \$175,000 maximum city liability per person (individual stop loss), Anthem assumes liability for all claims in excess of this amount, and \$3,053,726 maximum city liability of total claims combined (aggregate stop loss limit), Anthem assumes liability for all claims in excess of the aggregate total up to \$1,000,000. Premium rates are \$91.43 per member per month for individual stop loss insurance, in which is no increase from last year, and \$6.87 per member per month for aggregate stop loss insurance, which is a 3% increase from last year.

Does this Agenda Action Item align with a Strategic Plan Action Step? No

If yes, please list the Action Step Item Codes(s):

Funds Available: Account Name: Premiums Paid

Account Number: 73000208 -521080

### Staff Recommendation:

Authorize the Mayor to execute ASO agreement with Anthem Blue Cross Blue Shield for administrative services and stop loss insurance.

### Attachments:

1. Municipal Order
2. Assumptions & Conditions 2020
3. Cost Summary 2020
4. Stop Loss 2020

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ACCEPTING THE RATES FOR STOP LOSS INSURANCE COVERAGE AND AUTHORIZING AN AGREEMENT FOR ADMINISTRATIVE SERVICES WITH ANTHEM BLUE CROSS BLUE SHIELD FOR THE GROUP HEALTH INSURANCE PLAN FOR THE CITY OF PADUCAH, KENTUCKY FOR THE 2020 CALENDAR YEAR AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS RELATING TO SAME

BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah authorizes and approves an agreement with Anthem Blue Cross Blue Shield as the City's Third Party Administrator to provide claims administrative services related to the City's health insurance plan. The effective date of this Agreement is January 1, 2020 and ending December 31, 2020.

SECTION 2. That the City of Paducah accepts the rates offered through Anthem Blue Cross Blue Shield for Stop Loss Insurance Coverage for the group health insurance plan for the City of Paducah, Kentucky. Effective January 1, 2020. The stop loss rates are as follows:

- 1) Individual Stop Loss - \$175,000 maximum City liability per person with a monthly rate of \$91.43 per member; and
- 2) Aggregate Stop Loss - \$3,053,726 maximum City liability of total claims combined with a monthly rate of \$6.87 per member.

SECTION 3. The Mayor is hereby authorized to execute all documents relating to administrative services and stop loss insurance coverage as authorized in Sections 1 & 2 above.

SECTION 4. This expenditure will be charged to the Premiums Paid account number 73000208-521080.

SECTION 5. This Order shall be in full force and effect from and after the date of its adoption.

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 8, 2019  
Recorded by Lindsay Parish, City Clerk, October 8, 2019  
\\mo\health ins-stop loss coverage & administrative services 2020

## Assumptions and conditions

CITY OF PADUCAH

Effective January 1, 2020 through December 31, 2020



### Administrative Services Only (ASO)

- The proposed services, rates and fees are effective from 1/1/2020 through 12/31/2020.
- This contract will be issued in KY.
  - This is an integrated medical and pharmacy offering.
- The proposal assumes 271 employees will be enrolling for medical coverage, with an average member to employee ratio of 2.17.
- The proposal assumes the same enrollment for medical and pharmacy.
- Anthem reserves the right to revise this proposal or modify these fees or rates under any of the following circumstances:
  - Due to any taxes, fees and assessments prescribed by any statutory, regulatory or other legal authority, that in Anthem's discretion, invalidates this quote.
  - Legislation or other matters that impact Anthem's costs or revenues under this proposal
  - Should the total enrollment or enrollment distribution by membership type, product or location change by 10% or more from that assumed when preparing the pricing for this package.
  - Actual Member to Subscriber ratio is not within +/-5% of 2.17.
  - A change to the plan benefits that result in substantial changes in the service or networks, as determined by Anthem.
  - Changes in proposal terms, conditions, services or product from this quotation.
  - Any of the plan benefits administered by Anthem are moved to another third party administrator or private exchanges.
  - Anthem is not the sole medical carrier.
- The final relationship between the Parties will be subject to and described in an Administrative Services Agreement and this agreement will be the binding agreement between the parties.
- Unless otherwise noted, fees are quoted on a per contract per month (PCPM) basis. PCPM is equivalent to, and will be described as per subscriber per month in the Administrative Services Agreement.
- Employers, as plan sponsors and administrators, are responsible for complying with all applicable laws.
- Eligibility data will be provided in Anthem's standard format. Additional charges may apply for non-standard formats.
- This quote assumes ACH withdraws from group's bank account for claims and fixed fees. Anthem's standard for claim billing is weekly with payment required within three business days from receipt of invoice.
- This quote assumes Anthem will accept fiduciary responsibility for claims administration and the handling of the claims complaint and appeals. To the extent ERISA applies, the employer remains the Named Fiduciary of the plan.
- Commissions and consultant fees are excluded unless otherwise noted.
- The processing of claims incurred prior to the effective date is the responsibility of the prior claims administrator.
- Since Anthem is neither a Hawaii authorized insurer nor a Hawaii Health Care Contractor, our benefits may not match the requirements of the Prepaid Health Care Act. We recommend that you obtain direct quotes for either an individual policy for employees who live and work in Hawaii or if there are several employees within an employer group to obtain group coverage from a Hawaii authorized insurer. This would ensure that all the state requirements are met.
- Specific Stop Loss maximum matches the lifetime maximum of the plan(s) unless specified otherwise.
- This Stop Loss proposal expires 30 days from the date of its release or on the effective date, whichever is sooner.
- Stop loss terms are illustrative only, subject to review and revisions based on receipt of all updated and/or additional information. We will require experience reports through 9/30/2019 in order to finalize and/or determine any potential laser(s).
- Specific Stop Loss claims above the selected Specific Stop Loss Limit will not count towards satisfaction of the aggregate attachment point.
- No change in benefits after the effective date by the group's employee benefit program shall be covered by the Stop Loss agreement nor shall any amounts paid as benefits resulting from such a change be counted towards the satisfaction of the attachment point. This limitation may be waived if a written acceptance of such a change is issued by the carrier.
- Only those coverage's quoted and which are eligible under the group's employee benefit program are eligible under this Stop Loss program.
- Stop Loss protection must be purchased in conjunction with our Administrative Services proposal.
- All expenses for services or supplies in excess of any limitation under the group's employee benefit program are excluded under the Stop Loss program.
- COBRA enrollees must not exceed 10% of total enrollees.
- Claims Run-Out coverage is applicable at the end of a full 12 month policy period only and cannot be applied against any Stop Loss policy that terminates prior to completion of the contract period.
- The Individual Stop Loss Limit accumulation period will be the full twelve months of the standard contract period.
- Aggregate premium for Run-out coverage will be calculated by the sum of subscribers enrolled during the last month of the contract period times the number of run-out months times employee rate.
- All contracts including the ASO Agreement and/or the Stop Loss Agreement must be signed prior to the effective date.

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Kentucky, Inc. Independent licensee of the Blue Cross and Blue Shield Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Cost summary

CITY OF PADUCAH

Effective January 1, 2020 through December 31, 2020



Option 1

Fixed Administrative Costs	Renewal
	PCPM
Non-CDH Plan Enrollment	46
CDH Plan Enrollment	225
Total Enrollment	271
Medical and Pharmacy Administration	\$49.92
Program Integrity Credit	(\$1.00)
Pharmacy Rebate Offset	(\$32.49)
<b>Total:</b>	<b>\$16.43</b>
Annual fixed administrative costs based on assumed enrollment:	\$53,430
Percentage Change	

Stop Loss	Renewal
	PCPM
Specific Stop Loss, \$175,000 and Contract Basis, Paid In 12	\$91.43
Aggregate Stop Loss, 125% and Contract Basis, Paid In 12	\$6.87
<b>Total:</b>	<b>\$98.30</b>
Annual Stop Loss Costs based on assumed enrollment:	\$319,660

Claims Projection	Renewal
	PCPM
<b>Expected Claims:</b>	<b>\$751.22</b>
Expected Claim Costs based on assumed enrollment:	\$2,442,973

<b>Maximum Claims:</b>	<b>\$939.03</b>
Maximum Annual Claim Costs based on assumed enrollment:	\$3,053,726

Total	Renewal
Sum of Combined Fixed Costs, Stop Loss Cost and Expected Claims Cost:	\$2,816,063

Authorized Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Additional Fee Disclosures:**

See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this cost sui

This claim projection is an estimate of what health care providers and vendors may charge for the services and supplies they furni plan's members during a plan year and does not include particular fees (e.g., subrogation fees) retained by Anthem for plan admin

Comparison of the new rebate sharing arrangement to the current arrangement may not be valid.

# Stop loss

CITY OF PADUCAH

Effective January 1, 2020 through December 31, 2020



## Quote highlights

### Benefit plans:

Plan 1: \$3000 Ded (0% Rx) Blue Access

Plan 2: \$1500 Ded (\$15/\$35/\$55 Rx) Blue Access

## Additional quote details

### Specific Stop Loss

	OPTION 1
Specific Stop Loss contract basis:	Paid in 12
Specific Stop Loss deductible:	\$175,000
Specific Stop Loss accumulation:	Per Member
Lines of coverage included:	Med And Rx
Stop Loss reimbursement frequency:	Weekly
Specific Stop Loss maximum:	Unlimited
Run-in limit:	0%
Reimbursement factor:	100%
Domestic claim limitations:	0% of Home Hospital Claims
Commissions:	0.00%
Monthly Specific Premium per Subscriber:	
Composite PCPM	\$91.43

### Aggregate Stop Loss

	OPTION 1
Aggregate Stop Loss contract basis:	Paid in 12
Lines of coverage included:	Med And Rx
Aggregate percentage reimbursable:	125%
Aggregate Stop Loss maximum:	\$1,000,000
Minimum Aggregate Stop Loss deductible:	\$0
Specific Stop Loss deductible:	\$175,000
Run-in limit:	0%
Reimbursement factor:	100%
Domestic claim limitations:	0% of Home Hospital Claims
Commissions:	0.00%
Monthly Aggregate Premium per Subscriber:	
Composite PCPM	\$6.87
Monthly Aggregate Factors:	
Composite	\$939.03
Estimated Policy Period Claims Maximum	\$3,053,726

### Additional terms for self-funded groups

#### Special Quote Terms:

Runout Liability:

None

Notes:

Signature:

Date:

# Agenda Action Form Paducah City Commission

Meeting Date: October 8, 2019

**Short Title:** Use of spending credits for eligible employees pursuant to the City's group health insurance plan for the 2020 plan year - **M SMOLEN**

**Category:** Municipal Order

**Staff Work By:** HR Staff, Peel & Holland

**Presentation By:** Peel & Holland

## Background Information:

The City makes financial contributions to subsidize the cost of the premium charges in the approved health and wellness plan. Allocation of spending credits towards the purchase of certain benefits such as health, dental or vision pursuant to the City's group health insurance plan shall be \$8,724 per employee. For those employees who opt out of the City's group health insurance, who were hired prior to January 1, 2014, and can show proof of coverage under another sponsored group health insurance plan are recommended to receive an employer contribution of \$2,850. New participants to the waiver credit, with a hire date after January 1, 2014 are subject to a \$500 maximum employer contribution. In addition, any employee should be able to increase their allotment, at the minimum, by \$1000 for participating in the wellness program. By not using nicotine (\$250), getting a physical and turning in lab work (\$250) and participating in four free events (\$500) such as walking a 5k.

**Does this Agenda Action Item align with a Strategic Plan Action Step?** No

If yes, please list the Action Step Item Codes(s):

**Funds Available:** Account Name:  
Account Number:

**Staff Recommendation:** Approve the use of spending credits for eligible employees pursuant to the City's group health insurance plan for the 2020 plan year

## Attachments:

1. Municipal Order

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER ESTABLISHING POLICY FOR USE OF SPENDING CREDITS TOWARD THE PURCHASE OF CERTAIN BENEFITS SUCH AS HEALTH, DENTAL OR VISION PURSUANT TO THE CITY'S GROUP HEALTH INSURANCE PLAN FOR THE 2020 PLAN YEAR

BE IT ORDERED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY:

Section 1. To be eligible for the benefits provided in Section 2, employees must timely enroll in that portion of the City's group health insurance plan referred to as medical and prescription drug coverage. The City shares the cost of medical, prescription drug, dental and vision coverage with the City employees by contributing \$8,724 per employee ("base credit") to be used under the Plan and other applicable credits which may be earned pursuant to the applicable City policy.

Section 2. All eligible employees who timely apply for coverage under the City's group health insurance plan (medical and prescription drug coverage) shall be permitted to redirect any unspent employer contribution toward the applicable pre-tax vehicle (HSA, FSA, HRA) subject to all applicable federal and state laws and regulations and as may be amended from time to time by order of the Board of Commissioners. Any changes requested by the employee due to change in family status shall be considered on a pro-rata basis from the effective date of timely enrollment pursuant to the plan documents of any affected benefit plan.

Section 3.

A. Employees who opt out of the City's group health insurance, who were hired prior to January 1, 2014, and can show proof of coverage under another sponsored group health insurance plan shall receive an employer contribution of \$2,850. New participants to the waiver credit, with a hire date after January 1, 2014 are subject to a \$500 maximum employer contribution which can be applied to an HRA, deposited on an as accrued basis, as established by the City and which can be amended from time to time by order of the Board of Commissioners. In the event the City in its sole discretion does not accept the creditability of the spouse's employer-sponsored group health insurance plan, other group sponsored health insurance plan, or non-group sponsored health insurance plan, and the employee chooses to remain covered under such group health insurance plan, then such employee shall be governed under the procedures established in Section 4.

B. All eligible employees who opt out of the City's group health insurance plan to enroll in a health insurance plan that is not under a spouse's employer-sponsored group health insurance or other

group sponsored health insurance plan shall not be permitted to participate in an employer contribution of any unspent health insurance credits.

Section 4. All eligible employees who opt out of the City's group health insurance plan (medical and prescription drug coverage) for any reason other than those stated in Section 3 above, shall not be entitled to an employer contribution of unspent credits.

Section 5. All eligible employees and their spouse may receive the maximum wellness credit that can be earned and that is \$2,250 for an employee and \$1,000 for a spouse.

Section 6. For all employees who subsequently become eligible for coverage under the City's group health insurance plan because of initial employment or a qualifying event (i.e., change in family status), and is timely enrolled under the Plan or opts out of the Plan, shall be governed under the same procedures described in Sections 1-4 above, except any benefits shall be applied on a pro-rata basis.

Section 7. Except as provided under the applicable plan document covering any benefit plan, or HIPAA's special enrollment rights or the United States Internal Revenue Code, or any other applicable federal or state law or regulation, or any participant in the City's group health plan as described in Section 2 or any employee who has opted out of the plan as described in Sections 3 or 4 above, shall be precluded from making any changes to pre-tax elections (HSA, FSA, HRA) once the plan year starts except as otherwise permitted by this Municipal Order.

Section 8. This Order shall be in full force and effect from and after the date of its adoption.

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Brandi Harless, Mayor

ATTEST:

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Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 8, 2019  
Recorded by Lindsay Parish, City Clerk, October 8, 2019  
mo\ins policy credits 2020

# Agenda Action Form Paducah City Commission

Meeting Date: October 8, 2019

Short Title: Authorize \$85,185 payment to KEDFA for TIF consultant analysis as required by KRS 154.30-030. -T TRACY

Category: Municipal Order

Staff Work By: Katie Axt, Tammara Tracy

Presentation By: Tammara Tracy

## Background Information:

The TIF application at the Kentucky Cabinet for Economic Development was granted preliminary approval on August 29, 2019 pending the analysis and preparation of the Tax Increment Financing Consultant's Report as required by KRS 154.30-030 by an outside, third-party consultant that the City is responsible for compensating. The Dept. of Financial Services at KEDFA has selected the consultant and the cost estimate is \$85,185.

This payment will be held in escrow by the Cabinet pending completion of performance milestones by the consultant.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s):

E-1: Encourage and assist local business retention and expansion

E-3: Promote occupancy in all downtown buildings

E-4: Continue developing the riverfront from the Carson Center to the Convention Center

Funds Available: Account Name: TIF/Opportunity Zone

Account Number: DT0044

Staff Recommendation: Approval

## Attachments:

1. Municipal Order
2. INVOICE-TIF Consultant Payment Invoice - Paducah Downtown Riverfront Redevelopment Project

MUNICIPAL ORDER NO. \_\_\_\_\_

A MUNICIPAL ORDER AUTHORIZING PAYMENT TO THE KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY FOR TAX INCREMENT FINANCING (TIF) CONSULTANT SERVICES., IN AN AMOUNT OF \$85,185 AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

NOW THEREFORE, BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to make payment to the Kentucky Economic Development Finance Authority, in an amount of \$85,185 and authorizes the execution of all documents related to same.

SECTION 2. This expenditure shall be charged to the TIF/Opportunity Zone Project No. DT0044.

SECTION 3. This payment will be held in escrow by the Cabinet for Economic Development pending completion of performance milestones by the consultant. Should the consultant find that the cost will exceed the estimate, the cabinet will notify the Finance Director and request additional advance payment for the estimated additional cost. Requests for additional funding shall be approved by the Board of Commissioners at the time of request.

SECTION 4. This order shall be in full force and effect from and after the date of its adoption.

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, October 8, 2019  
Recorded by Lindsay Parish, City Clerk, October 8, 2019  
\\mo\ TIF Consultant Services

# Invoice for Consultant Services

Tax Increment Financing

Paducah Downtown Riverfront Redevelopment Project

Amount Due: \$85,185

Date: October 1, 2019

Please remit payment to: Kentucky Economic Development Finance Authority

Please mail payment to: Kentucky Cabinet for Economic Development  
Attn: Department for Financial Services  
Old Capital Annex  
300 West Broadway  
Frankfort, KY 40601

By signing this invoice, I agree that I have proper authority to act on behalf of the City of Paducah, Finance Department with regard to the Tax Increment Financing Application for the Paducah Downtown Riverfront Redevelopment Project. I also understand that this payment represents an estimate of the cost for the Cabinet's contract consultant analysis and preparation of the Tax Increment Financing Consultant's Report as required by KRS 154.30-030. This payment will be held in escrow by the Cabinet for Economic Development pending completion of performance milestones by the consultant. Should the consultant find that the cost will exceed the estimate, the Cabinet will notify me and request additional advance payment for the estimated additional cost, and I agree to make the necessary payment in order for the consultant report to be completed.

I also agree to provide the consultant and the Cabinet such information and assistance as may reasonably be required and will provide any information requested by the consultant and available to me on a timely basis. I agree to notify the Cabinet immediately of changes to the project proposal or new information related to the development area and acknowledge that such changes may increase the cost of the consultant analysis and report.

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Jon Perkins, Director  
Paducah Downtown Riverfront Redevelopment Project

# Agenda Action Form Paducah City Commission

Meeting Date: October 8, 2019

Short Title: Amend Code of Ordinances Sections 54-51 & 54-52 related to Smoking in Public Places - **J ARNDT**

Category: Ordinance

Staff Work By: Lindsay Parish, James Arndt

Presentation By: James Arndt

**Background Information:** This ordinance amends Code of Ordinances sections 54-51 and 54-52 related to Smoking in Public Places. This ordinance is being brought to allow for a Cigar Bar or Cigar Lounge to operate within the City of Paducah. For a business to be considered as a Cigar Bar or Cigar Lounge under this amended ordinance, the business must:

- Clearly state in its name and marketing that it is a “cigar bar” or ”cigar lounge.”
- Derive at least ten percent (10%) of its gross revenue from the on-site sale of tobacco products (which does not include the sale of cigarettes, electronic smoking devices, or vaping liquids).
- Maintain an on-site walk-in humidor storing tobacco products for the intent of resale of tobacco products.

This ordinance would amend section 54-52 of the Code of Ordinances to allow a Cigar Bar or Cigar Lounge as an exception to the Smoking Ordinance. However, smoking in a Cigar Lounge or Cigar Bar would be limited only to cigars and pipe tobacco. No other types of smoking (such as cigarettes, e-cigarettes or vapor products, etc.) would be allowed in a Cigar Bar or Cigar Lounge.

Does this Agenda Action Item align with a Strategic Plan Action Step? Yes

If yes, please list the Action Step Item Codes(s): E-1 Encourage and assist local business retention and expansion.

Funds Available: Account Name:  
Account Number:

Staff Recommendation: To adopt the amendment to the Code of Ordinances Sections 54-51 and 54-52.

Attachments:

1. Ordinance

**AN ORDINANCE AMENDING CHAPTER 54, ARTICLE II “SMOKING IN PUBLIC PLACES,” DIVISION 2, “ENCLOSED PUBLIC PLACES, PLACES OF EMPLOYMENT, AND CERTAIN OUTDOOR PLACES” OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY**

**WHEREAS**, the City Commission hereby finds that with the adoption of Chapter 54, Article II, it was the City Commission’s intent to allow Retail Tobacco Stores to allow smoking within such establishments; and

**WHEREAS**, the City Commission hereby finds that the Ordinance as set forth for the City of Paducah does not further the City Commission’s intent to allow for Retail Tobacco Stores to develop opportunities to create and develop cigar-themed Bars within the City of Paducah; and

**WHEREAS**, as a result of the foregoing, the City Commission hereby declares that it is in furtherance of the intent of the City Commission to amend Chapter 54, Article II of the Paducah Code of Ordinances to allow for cigar bars or cigar lounges.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PADUCAH AS FOLLOWS:**

**Section 1.** That Chapter 54, Section 51, “Definitions” is hereby amended as follows:

(5) *Electronic smoking device* means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor. This term shall also include liquid nicotine or any other liquid, vapor, or aerosol manufactured for use with such devices.

**Section 2.** Further, that Chapter 54, Section 51, “Definitions” is hereby amended as follows:

(15) *Retail Tobacco Store* means a retail store devoted primarily to the sale of any tobacco product, including, but not limited to cigarettes, cigars, pipe tobacco and chewing tobacco, and accessories in which the sale of other products is merely incidental. The sale of such other products shall be considered incidental if such sales generate less than one-third (1/3) of the total annual gross sales. Notwithstanding anything to the contrary stated herein, the term “Retail Tobacco Store” shall also include a “cigar bar” or “cigar lounge”. A “cigar bar” or “cigar lounge” is any Bar that is cigar-themed and focused, as evidenced by the following: (1) clearly states in its name and marketing that it is a “cigar bar” or “cigar lounge,” (2) derives at least ten percent (10%) of its gross revenue from the on-site sale of tobacco products, which products shall not include the sale

of cigarettes, electronic smoking devices, or vaping liquids, and (3) maintains an on-site walk-in humidor storing tobacco products for the intent of resale of tobacco products. A “cigar bar” or “cigar lounge” shall not include any establishment which is primarily a Bar or Restaurant, as herein defined, and which undertakes the retail offering of tobacco products as a means to circumvent the purposes of this ordinance. If an establishment meets the requirements for designation as a “cigar bar” or “cigar lounge” as stated herein, the fact that such establishment generates more than one-third of total gross annual sales from the sale of alcohol shall not disqualify it as such.

**Section 3.** That Chapter 54, Section 52, is hereby amended as follows:

(a) No person shall smoke within any building or enclosed public place except in one (1) of the following locations:

(1) In any dwelling, unless the dwelling is also used as a childcare facility, adult day care center, assisted living facility, hotel/motel guest room, or health care facility.

(2) In a private vehicle.

(3) In a retail tobacco store-, except that, in places meeting the definition of “cigar bar” or “cigar lounge,” smoking shall be limited only to cigars and pipe tobacco and smoking of all other tobacco products shall be prohibited.

(4) Smoking areas provided in state or Federal governmental office buildings or workplaces pursuant to KRS 61.165.

(5) In all enclosed places owned and occupied by private organizations or clubs.

(b) Smoking shall be prohibited in all places of employment, except as otherwise expressly provided in section 54.52 A above.

(c) Smoking shall be prohibited in all private and semiprivate rooms in all health care facilities, nursing homes, assisted living facilities, and hotel and motel guest rooms.

(d) Nothing in this division shall prevent a person in control of any place whatsoever from prohibiting smoking completely in such place, and no person shall fail to abide by such a private prohibition.

(e) Nothing in this division shall authorize smoking in any place where it is otherwise prohibited by statute, ordinance, regulation, or by order of the Fire Marshall.

#### **Section 4. Severability.**

If any section or portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, that section or portion shall be deemed severable and shall not affect the validity of the remaining sections of the ordinance.

#### **Section 5. Effective Date.**

This ordinance shall be read on two separate days and shall become effective upon summary publication in accordance with KRS Chapter 424.

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, \_\_\_\_\_, 2019

Adopted by the Board of Commissioners, \_\_\_\_\_, 2019

Recorded by Lindsay Parish, City Clerk, \_\_\_\_\_, 2019

Published by *The Paducah Sun* on \_\_\_\_\_, 2019

ORD\54-51 Amend Smoking Ordinance – Cigar Lounge

# **Agenda Action Form**

## **Paducah City Commission**

Meeting Date: October 8, 2019

**Short Title:** Approve a Budget Amendment in the Amount of \$72,000 for Professional Geotechnical Analysis and Environmental Review Services for City Block - **J ARNDT**

**Category:** Ordinance

**Staff Work By:** James Arndt, Lindsay Parish, Audra Herndon

**Presentation By:** James Arndt

**Background Information:** The City of Paducah entered into a preliminary development agreement with Weyland Ventures to perform planning, design, and development tasks associated with future development of the city-owned parcel located at South 2nd and Broadway (“City Block”). Under this agreement with Weyland Ventures, the City committed to performing geotechnical analysis and environmental review of the property.

The City is ready to enter into an agreement for the geotechnical analysis and environmental review services, but funding is needed to enter into the agreement. For this reason, \$72,000 must be moved from the FY20 Unreserved General Fund Fund Balance into the City Block Project Account.

**Does this Agenda Action Item align with a Strategic Plan Action Step? Yes**

**If yes, please list the Action Step Item Codes(s):** E-4 Continue developing the riverfront from the Carson Center to the Convention Center.

**Funds Available:** Account Name:  
Account Number:

**Staff Recommendation:** Approve a budget amendment in the amount of \$72,000.

**Attachments:**

1. Ordinance

ORDINANCE NO. 2019-\_\_\_\_ - \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 2019-6-8578, ENTITLED, “AN ORDINANCE ADOPTING THE CITY OF PADUCAH, KENTUCKY, ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR JULY 1, 2019, THROUGH JUNE 30, 2020, BY ESTIMATING REVENUES AND RESOURCES AND APPROPRIATING FUNDS FOR THE OPERATION OF CITY GOVERNMENT.”

WHEREAS, the City of Paducah entered into a preliminary development agreement with Weyland Ventures to perform planning, design, and development tasks associated with future development of the city-owned parcel located at South 2nd and Broadway (“City Block”); and

WHEREAS, under this agreement with Weyland Ventures, the City committed to performing geotechnical analysis and environmental review; and

WHEREAS, the City of Paducah is now ready to enter into an agreement with HDR Engineering, Inc. for the geotechnical analysis and environmental review services; and

WHEREAS, in order to enter into the agreement with HDR Engineering, Inc., \$72,000 must be moved from the FY20 Unreserved General Fund Fund Balance into the City Block Project Account; and

WHEREAS, KRS prohibits expenses to exceed the budget in any department and it is therefore necessary to amend the City’s FY20 budget.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the annual budget for the fiscal year beginning July 1, 2019, and ending June 30, 2020, as adopted by Ordinance No. 2019-6-8578, be amended by the following re-appropriations:

- Transfer \$72,000 from the FY20 Unreserved General Fund Fund Balance to the City Block Project Account

SECTION 2. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

\_\_\_\_\_  
Brandi Harless, Mayor

ATTEST:

\_\_\_\_\_  
Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, October 8, 2019

Adopted by the Board of Commissioners, \_\_\_\_\_

Recorded Lindsay Parish, City Clerk, \_\_\_\_\_

Published by The Paducah Sun, \_\_\_\_\_

\ord\finance\budget amend 2019-20 - October 2020 (1<sup>st</sup> Amendment)