

**Multnomah County/City of Portland**  
**INTERGOVERNMENTAL AGREEMENT**  
**For the Use of U.S. Department of Justice, Office of Justice Programs,**  
**Bureau of Justice Assistance; CFDA 16.833, 2015-AK-BX-K020**  
**FY 2015 National Sexual Assault Kit Initiative (SAKI) Competitive Grant**  
COP Contract Number: #30005057      MC Contract Number: #2016146

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This Agreement is made by and between Multnomah County (MC), Oregon, acting by and on behalf of its District Attorney's Office and Sheriff's Office, and the City of Portland, Oregon, on behalf of its Police Bureau (aka Portland Police Bureau hereinafter referred to as "Portland Police Bureau" or "PPB") and its Sex Crimes Unit (SCU).

**RECITALS:**

- A. WHEREAS, the City of Portland, Oregon, as applicant and fiscal agent, was awarded a FY 2015 National Sexual Assault Kit Initiative (SAKI) Competitive Grant. Multnomah County will receive a subaward of \$459,266 with the District Attorney's Office receiving \$319,570 and the Sheriff's Office receiving \$139,696; and
- B. WHEREAS, Multnomah County desires to receive FY 2015 National Sexual Assault Kit Initiative (SAKI) Competitive Grant subaward funding in accordance with the terms and conditions of the grant application and award document; and
- C. WHEREAS, Multnomah County and the City of Portland have authority to cooperate for any lawful purpose with each other by means of an intergovernmental agreement according to ORS 190.110 et seq. to enter into an agreement to perform any lawful purpose; and
- D. WHEREAS, the purpose of this Agreement is to address payment to Multnomah County as a subrecipient of the FY 2015 National Sexual Assault Kit Initiative (SAKI) Competitive Grant; and
- E. WHEREAS, MC and PPB desire to enter into this Intergovernmental Agreement.

NOW, THEREFORE, MC and PPB agree as follows:

**1. TERM**

This Agreement shall be effective as of February 1, 2016, and extend through September 30, 2018, or until grant funds are exhausted unless earlier terminated in accordance with Section 7 of this Agreement or modified as provided in Section 15.

**2. FEDERAL REQUIREMENTS**

Both parties are subject to the rules and regulations of 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl); the 2015 Office of Justice Program's Financial Guide: <http://ojp.gov/financialguide/DOJ/>; and the SAKI 2015 Award Document attached as Attachment A.



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**3. RESPONSIBILITIES OF MC**

Each County agency agrees to:

- a. Use SAKI program funds for authorized purpose areas as described in the BJA-approved 2015 SAKI Program Narrative dated November 20, 2015 (Attachment A).
- b. Abide by all Special Conditions as described in the 2015 SAKI Award Document (Attachment B).
- c. Provide consistent communication with PPB.
- d. Provide quarterly data to PPB that measures the results of their work as defined by federal reporting requirements including semi-annual Goals & Objectives.
- e. Submit quarterly invoices for approved program expenses to PPB.
- f. Provide documentation upon request from PPB demonstrating compliance with all of the applicable Federal civil rights laws, including having an EEOP in place, reporting Findings of Discrimination, and providing language services to LEP persons.

**4. RESPONSIBILITIES OF PPB**

PPB agrees to:

- a. Use SAKI program funds for authorized purpose areas as described in the BJA-approved 2015 SAKI Program Narrative dated November 20, 2015 (Attachment A).
- b. Abide by all Special Conditions as described in the 2015 SAKI Award Document (Attachment B).
- c. Provide consistent communication with MC.
- d. Collect, compile, and submit quarterly performance metrics and financial status (SF-425) reports and semi-annual goals & objectives in the Office of Justice Programs (OJP) Performance Metrics Platform and GMS.
- f. Administer and distribute the SAKI 2015 grant funds.
- g. Provide compensation to MC for work performed under the 2015 SAKI grant program.
- h. Monitor the subaward in accordance with 2 CFR 200: Uniform Guidance.

**5. COMPENSATION**

- 5.1 Not-to-Exceed. The total Agreement costs may not exceed \$459,266 when the 2015 SAKI award is funded at 100 percent by BJA. MC will divide the total not-to-exceed reimbursable costs of \$459,266 between the MC District Attorney's Office (\$319,570) and the MC Sheriff's Office (\$139,696).





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- 5.2 PPB, through the 2015 SAKI grant, will reimburse MC 100% of the total program costs when submitted with proper expense reimbursement documentation as required by the OJP 2015 Financial Guide and City of Portland policy.
- 5.3 Invoicing. Multnomah County shall submit quarterly invoices for program costs with back-up documentation in accordance with 2 CFR 200: Uniform Guidance to PPB Fiscal Division at [veronica.nordeen@portlandoregon.gov](mailto:veronica.nordeen@portlandoregon.gov) and [rachel.stansbury@portlandoregon.gov](mailto:rachel.stansbury@portlandoregon.gov).

**6. PAYMENT TERMS**

Electronic funds transfer. The PPB shall send payment to the County within thirty (30) days after receipt of each billing via electronic funds transfer.

**7. EARLY TERMINATION**

This Agreement may be terminated prior to the end of the grant upon sixty (60) days mutual written consent of the parties or upon ninety (90) days written notice by one party. Termination under any provision of this paragraph shall not affect any rights, obligation, or liability of Multnomah County or the City of Portland, which accrued prior such termination.

**8. INDEMNIFICATION CONTRIBUTION**

8.1 IF ANY THIRD PARTY MAKES ANY CLAIM OR BRINGS ANY ACTION, SUIT OR PROCEEDING ALLEGING A TORT AS NOW OR HEREAFTER DEFINED IN ORS 30.260 ("THIRD PARTY CLAIM") AGAINST A PARTY (THE "NOTIFIED PARTY") WITH RESPECT TO WHICH THE OTHER PARTY ("OTHER PARTY") MAY HAVE LIABILITY, THE NOTIFIED PARTY MUST PROMPTLY NOTIFY THE OTHER PARTY IN WRITING OF THE THIRD PARTY CLAIM AND DELIVER TO THE OTHER PARTY A COPY OF THE

CLAIM, PROCESS, AND ALL LEGAL PLEADINGS WITH RESPECT TO THE THIRD PARTY CLAIM. EITHER PARTY IS ENTITLED TO PARTICIPATE IN THE DEFENSE OF A THIRD PARTY CLAIM, AND TO DEFEND A THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING. RECEIPT BY THE OTHER PARTY OF THE NOTICE AND COPIES REQUIRED IN THIS PARAGRAPH AND MEANINGFUL OPPORTUNITY FOR THE OTHER PARTY TO PARTICIPATE IN THE INVESTIGATION, DEFENSE AND SETTLEMENT OF THE THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING ARE CONDITIONS PRECEDENT TO THE OTHER PARTY'S LIABILITY WITH RESPECT TO THE THIRD PARTY CLAIM.

8.2 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE COUNTY IS JOINTLY LIABLE WITH THE CITY (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM ), THE COUNTY SHALL CONTRIBUTE TO THE AMOUNT OF



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EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY THE CITY IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE COUNTY ON THE ONE HAND AND OF THE CITY ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE COUNTY ON THE ONE HAND AND OF THE CITY ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE COUNTY'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF IT HAD SOLE LIABILITY IN THE PROCEEDING.

8.3 WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH THE CITY IS JOINTLY LIABLE WITH THE COUNTY (OR WOULD BE IF JOINED IN THE THIRD PARTY CLAIM), THE CITY SHALL CONTRIBUTE TO THE AMOUNT OF EXPENSES (INCLUDING ATTORNEYS' FEES), JUDGMENTS, FINES AND AMOUNTS PAID IN SETTLEMENT ACTUALLY AND REASONABLY INCURRED AND PAID OR PAYABLE BY MULTNOMAH COUNTY IN SUCH PROPORTION AS IS APPROPRIATE TO REFLECT THE RELATIVE FAULT OF THE CITY ON THE ONE HAND AND OF THE COUNTY ON THE OTHER HAND IN CONNECTION WITH THE EVENTS WHICH RESULTED IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS, AS WELL AS ANY OTHER RELEVANT EQUITABLE CONSIDERATIONS. THE RELATIVE FAULT OF THE CITY ON THE ONE HAND AND OF THE COUNTY ON THE OTHER HAND SHALL BE DETERMINED BY REFERENCE TO, AMONG OTHER THINGS, THE PARTIES' RELATIVE INTENT, KNOWLEDGE, ACCESS TO INFORMATION AND OPPORTUNITY TO CORRECT OR PREVENT THE CIRCUMSTANCES RESULTING IN SUCH EXPENSES, JUDGMENTS, FINES OR SETTLEMENT AMOUNTS. THE CITY'S CONTRIBUTION AMOUNT IN ANY INSTANCE IS CAPPED TO THE SAME EXTENT IT WOULD HAVE BEEN CAPPED UNDER OREGON LAW IF IT HAD SOLE LIABILITY IN THE PROCEEDING.

**9. INSURANCE**

Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.





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**10. OREGON LAW AND FORUM**

This Agreement shall be construed according to the laws of the State of Oregon. Any action regarding this Agreement or work performed under this Agreement shall be filed in Multnomah County or in the United States District Court for the district of Oregon.

**11. NON-DISCRIMINATION**

Parties will comply with all federal, state, and local statutes regarding civil rights and non-discrimination practices.

**12. ACCESS TO RECORDS**

Each party shall have access to the books, documents and other records of the other that are related to this Agreement and the 2015 SAKI Grant for the purpose of examination, copying, site visit and audit, unless otherwise limited by law. The books, documents, and other records related to this Agreement and the 2015 SAKI Grant shall be maintained as long as stipulated in the federal grant award or by the Pass-Through Entity (PPB), whichever is the longer.

**13. SUBCONTRACTS AND ASSIGNMENT**

Neither party shall subcontract or assign any part of this Agreement without the written consent of the other party.

**14. FORCE MAJEURE**

Neither MC nor PPB shall be held responsible for delay or default caused by fire, riot, acts of nature, power outage, government fiat, terrorist acts or other acts of political sabotage, civil unrest, labor unrest, or war, where such cause is beyond the reasonable control of MC or PPB. However, both parties shall make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**15. MODIFICATION**

This Agreement may be modified by mutual consent of the parties. Any modification to provisions of this Agreement shall be reduced to writing and signed by all parties.

**16. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written Agreement of the parties.



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**17. ALTERNATIVE DISPUTE RESOLUTION**

The Parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**18. SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term held to be invalid.

**19. COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

**20. ADDITIONAL TERMS AND CONDITIONS: NONE**





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EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS, AND HAS THE AUTHORITY TO SIGN AND BIND ITS AGENCY.

**MULTNOMAH COUNTY, OREGON**

**CITY OF PORTLAND, OREGON**

Deborah Kafoury  
Deborah Kafoury, Chair

Date: 3/17/16

Rod Underhill  
Rod Underhill, District Attorney

Date: 3/14/16

Daniel Staton  
Daniel Staton, Sheriff

Date: 3/15/16

Approved as to form:

*Not required for a Revenue Contract*

\_\_\_\_\_  
Multnomah County Attorney

\_\_\_\_\_  
Charlie Hales, Mayor

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

\_\_\_\_\_  
Mary Hull Caballero, City Auditor

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

APPROVED AS TO FORM

By: [Signature]  
\_\_\_\_\_  
City of Portland Attorney

Date: March 21, 2016



## Introduction

The Portland Police Bureau (PPB) is the largest police agency in the state of Oregon, serving the City of Portland population of 609,456.<sup>1</sup> The bureau has over 1,170 employees, 950 of whom are sworn officers. The mission of PPB is to reduce crime and the fear of crime by working with the community to preserve life, maintain human rights, protect property, and promote individual responsibility and community commitment. The goals of the bureau are to develop long-term solutions to crime and social disorder, build community trust, create a professional work force to meet the public safety needs of the City, and to implement best practices for effective policing.

## Statement of Problem

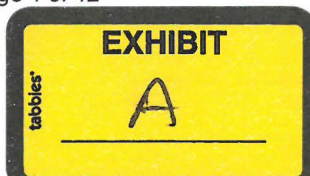
The bureau takes approximately 850 to 900 sexual assault reports each year and takes into evidence approximately 250 to 300 sexual assault kits (SAKs). The bureau's Sex Crime Unit (SCU) actively investigates approximately 500 (57%) of those reported sexual assaults. A recent internal audit identified a total of 3,825 SAKs in PPB's possession with 1,755 of them being unsubmitted sexual assault kits (USAKs). The SAKs were received between 1985 and 2014.

In January 2014, PPB began to submit most SAKs for DNA testing when they started using the USAK Priority Submission Scale (UPSS).<sup>2</sup> As a result, 129 of the 245 (52%) eligible

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<sup>1</sup> 2013 Census estimate

<sup>2</sup> The USAK Priority Submission Scale (UPSS) was specifically designed by bureau staff to address the USAK backlog as a 100% submission rate was not financially feasible. The scale for submission, from high to low, is 1) stranger rapes; 2) known suspect with an element of violence in the report, 3) known suspect with history of violence in his/her criminal history, 4) known suspect "non-stranger" cases with no force in report or history of violence, 5) cases previously declined for prosecution, and 6) cases beyond the statute of limitations.





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IGA Attachment A

SAKs have been submitted to the State of Oregon Police Crime Lab (Crime Lab). This submission rate increased the Crime Lab's SAK kit testing turnaround time by three to four months. The bureau has implemented a 100% submission rate. Such an influx of kits will inundate the Crime Lab thus anticipated to double the testing turnaround time. The additional 1,755 USAKs would have pushed the turnaround time to an unacceptable timeframe of well over a year. The SCU looked at sending the USAKs to fee-for-service labs (FFSLs) but discovered the cost, over a million dollars, to be prohibitive. Even though the city's revenue forecasts continue to improve modestly, there is a long list of backlogged spending priorities, which does not include USAK testing.

The Sexual Assault Kit Initiative (SAKI) grant program and a portion of the District Attorney, County of New York (DANY) SAK Backlog Elimination Program grant award will provide PPB with the vital funding to address the USAK problem and develop a comprehensive model for other agencies to implement. The DANY grant award, administered by the Multnomah County District Attorney's Office will fund the testing of PPB's kits. The bureau has appointed Detective Division Lieutenant Dave Meyer as the required Site Coordinator who will serve as the central point of contact for the project team. The bureau will hire 2.75 FTE employees to work specifically with USAK cases. The current SAK database, which distinguishes USAK from SAK kits, will be augmented to include required federal performance measures. The grant project will also fund a 1.0 FTE Multnomah County Deputy District Attorney (DDA), a 0.5 FTE Multnomah County Deputy (Deputy), and approximately 1,745 hours of Crime Lab work to assist with USAK certification, CODIS uploads, and case work, which includes victim notification, investigations, and prosecutions. The bureau will create a



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multidisciplinary working group, which is tentatively called the Sexual Assault Forensic Evidence Task Force (SAFE-TF). The task force will define their scope of work as it relates to the grant project phases, the cooperative agreement, and the creation of comprehensive strategies and reforms based on the BJA national response model.

### **Project Design and Implementation**

The bureau's command staff, in addition to the SCU, is fully committed to eradicating the USAK backlog. The recently promoted SCU Detective Supervisor worked diligently over the past six months to quantify and manage the USAKs. The bureau started their audit on February 1, 2015, utilizing PPB's Property Evidence Division's (PED) electronic database to identify the number of combined SAKs and USAKs in PPB custody from 1985 through 2014. The audit was completed on April 1, 2015. The Chief of Police's Letter of Certification<sup>3</sup> is attached to this grant application.

In the course of developing current SAK submission guidelines, the SCU Detective Supervisor reviewed national resources including the 2011 National Institute of Justice (NIJ) report, "The Road Ahead: Unanalyzed Evidence in Sexual Assault Cases,"<sup>4</sup> which pointed out critical truths. Nancy Ritter wrote, "Some argue, testing all SAKs would reveal potential connections between stranger rapes and acquaintance rapes and would go a long way toward eliminating victim bias. Advocates of testing of all SAK cases also point out that uploading all profiles into CODIS may link crimes that otherwise would not have been linked."

The 2014 UPSS was the first written guideline that provided direction to a Police Detective on when to submit SAKs. This was done to remove victim bias and to gain

<sup>3</sup> Additional Attachments – SAK Inventory Certification, Additional Attachment 4

<sup>4</sup> Ritter, Nancy. (2011) The Road Ahead: Unanalyzed Evidence in Sexual Assault Cases. Washington, DC: U.S. Department of Justice, Office of Justice Programs, National Institute of Justice.





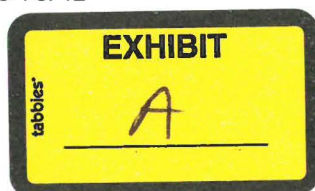
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IGA Attachment A

consistency between detectives' submission rates. The guidelines applied to all SAKs coming into PPB's possession with the exception of "Jane Doe" SAKs. These kits are covered by Oregon Revised Statute 147.397. These potential DNA hits would not be eligible for Combined DNA Index System (CODIS) submission as the bureau considers even opening the SAKs a violation of the spirit or intent of the law. Oregon Revised Statute 147.397 mandates SAKs be maintained for six months following collection. The bureau elects to keep SAKs for 60 years. This is done to allow the victims the opportunity to come forward at any point before the statute of limitations expires.

The 1,755 USAKs pose a separate and distinct submission problem due to sheer volume. The bureau's financial constraints will not allow 100% USAK submission because the current SCU detective and advocate staffing levels cannot handle the additional case work that will develop from testing the USAKs. The DA and the Crime Lab face similar financial and personnel constraints. Grant funding will allow the bureau and its regional partners to address USAKs.

Phase One of the grant project has PPB sending their 1,755 kits to the FFSL hired by the DA under the DANY grant program. The DA will write a Request-For-Proposal (RFP) in accordance with local, state, and federal procurement guidelines and laws. The SCU Program Coordinator will report to Site Coordinator Dave Meyer to evaluate the current SAK database and institute required fields for federal reporting requirements of USAKs. A USAK hot line and webpage will be set up. The SCU and task force will utilize the PPB Public Information Officer (PIO) in order to dispense information regarding USAKs, results of the audit, and future USAK



projects which includes program funding sources. The Site Coordinator has apprised The Joyful Heart Foundation of the bureau's project.

The bureau will enter into an Intergovernmental Agreement with the Crime Lab. The Crime Lab is required to certify the fee-for-service labs, conduct peer reviews of the FFSL hits on USAKs, and upload the CODIS-eligible cases.

Lieutenant Meyer will also work with the DA to form the regional multidisciplinary team tentatively known as the Sexual Assault Forensic Evidence Task Force (SAFE-TF). The task force may be comprised of representatives from law enforcement agencies within Multnomah County, the District Attorney's Office, the Crime Lab, advocacy groups, SANE nurses, and local universities and colleges. The team has the ability to work collaboratively to influence policy countywide. The roles and responsibilities for the task force members will be identified as the group develops their plan of action.

Lieutenant Meyer will lead the task force to produce the necessary protocols and policies in support of improved coordination and collaboration among the Crime Lab, law enforcement, and prosecution as well as supporting and optimizing victim notification protocol and services. The USAKs will be prioritized for submission to the FFSL taking into consideration current statute of limitations and the UPSS. The task force will identify the organizational, regional, and systemic factors that led to the high number of USAKs and the strategies to address the issues. The task force will work with Angela Williamson, BJA Senior Policy Advisor for the SAKI grant program, and in accordance with the cooperative agreement to produce a comprehensive victim-centered approach to USAKs.



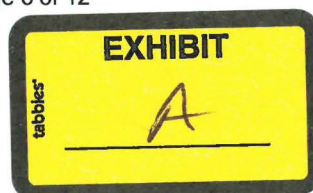


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In Phase Two, the bureau will work with Multnomah County to fund a 1.0 FTE Deputy District Attorney (DDA) for approximately 24-months and a 0.5 FTE Enforcement Deputy (Deputy) for approximately 24-months. The funding mechanism for the subrecipient will be an Intergovernmental Agreement. The SAFE-TF and SCU will need a USAK-dedicated DDA to address criminal matters that materialize from USAKs with DNA hits. The DDA will advise team members about statute of limitations and handle prosecution of cases that can move forward. The Deputy will have a desk at PPB SCU, be 100% dedicated to the grant project, and work alongside the SCU detectives on USAK cases.

The bureau will hire a 1.0 FTE limited term grant-funded investigator and 1.75 FTE limited term grant-funded sexual assault advocates for 24-months. Their work will be on the USAK grant project. The investigator will be responsible for the proper and thorough investigation of all criminal matters stemming from DNA hits of USAKs. Investigative priorities will be determined by the PPB SCU Detective Supervisor Molly Daul. The grant-funded investigator will also be involved in the victim notification process. The grant-funded advocates will assist in notifying victims of new information as it relates to their cases and perform other advocacy duties. Victim notification will begin to occur when CODIS hits come back from the fee-for-service labs. The advocates will attend state-mandated victim advocate training, which will be funded by the grant.

Victim notification in U/SAK cases creates sensitive and complicated issues. Lieutenant Meyer will work with the SAFE-TF to create an expanded procedure for victim notification. Statute of limitations will be reviewed before notification, which will be made in-person with an investigator and an advocate. If the location of the victim cannot be determined, the case will be



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suspended until the victim can be located. If the victim is located in another state, a generic letter will be sent asking the victim to contact the Detective Division. The letter will not contain any specific information that would identify the person as a victim of a sexual assault so as to ensure the victim's privacy. The bureau employs a victim-centered approach that allows each victim to decide if, and when, they wish to proceed with an investigation.

Five people attached to the grant project will attend Forensic Experiential Trauma Interview (FETI)©<sup>5</sup> training in the nearest city, which may be Ashland, Oregon. Three people attached to the grant project will attend the mandatory two-day BJA sponsored workshop in Washington, D.C.

Phase Three of PPB's USAK grant project will see the completion of testing of the 1,755 USAKs by FFSLs. The Crime Lab will have a finite number of PPB USAK kits to review and upload into CODIS. The SAFE-TF will write a best practices model for the bureau and regional law enforcement agencies regarding sexual assault investigations, current and future SAK testing, and victim advocacy. The task force will develop training materials for first responders, detectives, prosecutors, and victim advocates.

### Capabilities and Competencies

Lieutenant Dave Meyer, SCU supervisor, will be the grant project's Site Coordinator and represent PPB as the lead agency. Lieutenant Meyer was an integral part of the recent USAK inventory audit, development of UPSS guidelines, and the push for a 100% submission policy.

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<sup>5</sup> The Forensic Experiential Trauma Interview© (FETI) was developed by Russell Strand, a former Army Special Agent, and refined with experts on the neurobiology of trauma and memory. The FETI© enables investigators and other interviewers to understand how victims, due to automatic reactions by their brains, actually experienced their assaults and recorded them into memory. Key to effective evidence gathering, this technique reduces the inaccuracy of the information provided by a victim during an interview and greatly enhances the understanding of the traumatized person's experience.





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He will be responsible for fostering and coordinating communication among project members, between project managers and BJA, and ensuring the team achieves its deliverables.

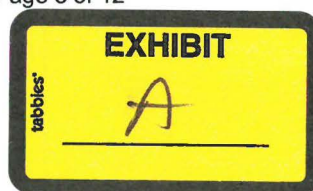
Lieutenant Meyer has 24-years of law enforcement experience and has been the managing lieutenant of the SCU for one year. He is also adept at working cooperatively with other law enforcement agency managers in assessing problems and finding solutions.

Sexual Crime Unit Detective Supervisor Peter Mahuna was the backbone of the SCU for three years until his recent promotion and transfer. He was instrumental in identifying the backlog problem, devising a thorough audit to quantify it, and leading his personnel in conducting the audit correctly.

The current SCU Detective Supervisor Molly Daul has 22 years of experience with the PPB, mainly in investigations. She was a Homicide Detective for nine years prior to being appointed the SCU in March 2015 as the supervisor.

Amity Girt has been a Deputy District Attorney in Multnomah County for nine years. She has worked in four felony trial units, including Domestic Violence, Sex Crimes, and most recently, Child Abuse. She has tried more than 80 cases in front of a jury or a judge.

Makenzy Byrum is the co-founder & nurse executive for Rapid SAVE Investigation/SANE Nurses. She is the co-chair of SART, Multnomah County's Sexual Assault Response Team, and the chair of the Medical Forensic Committee of the Oregon Sexual Assault Task Force. She has spent the last 11 years of her life focused on women's issues, specializing in sexual assault. Her special skills will be invaluable to the SAFE-TF in reaching goals as well as finding solutions to the hurdles that come with any large-scale project.



U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance  
 FY 2015 National Sexual Assault Kit Initiative (SAKI) Grant  
 CFDA #16.833; Award #2015-AK-BX-K020  
 City of Portland, Oregon Police Bureau Program Narrative - Application Attachment 2 Revised 11/20/15  
 IGA Attachment A

The bureau's current 2.0 FTE sexual assault advocates have a total of 11 years of sexual assault victim advocacy experience. They each have attended voluntary state level training specific to their field. They also bring to the table thousands of hours of direct advocacy with victims, something that is not offered by other members of the SAFE-TF. Their perspectives will be of special help when the DNA results start coming back from the FFSLs and Crime Lab and the victims are re-contacted.

### Plan for Collecting Data

The SCU will enhance their current SAK database to record, track, and analyze all SAK and USAK data required for performance measures and reporting by the first reporting deadline, January 30, 2016. The database is maintained by SCU staff. The SCU program coordinator will be the point person for the program database maintenance thus allowing the SAAs to work with victims full time.

The objectives, performance measures, and required data are listed in the table below.

Objective	Performance Measure(s)	Data Grantee Provides
Reduce the number of unsubmitted sexual assault kits (USAKs) by implementing a comprehensive, multidisciplinary plan to inventory, test, and track USAKs through to final adjudication	Number of SAKs inventoried	During the reporting period:
	Number of USAKs identified	A. Number of SAKs inventoried
	Number of previously tested SAKs	B. Of the number of SAKs inventoried, how many were:
	Number of SAKs not requiring testing (e.g., those pertaining to previously adjudicated cases)	1) Identified as USAKs
	%age of USAKs identified needing forensic DNA testing	2) Identified as previously tested SAKs
	%age of USAKs tested for DNA	3) Determined not to require testing
	% reduction in the number of USAKs requiring DNA testing	a) if determined to not require testing, why?
	% increase in the number of USAKs sent to a lab for DNA testing	A. Out of the USAKs, how many were:
	% of DNA profiles from SAK	1) determined to need forensic DNA testing
		2) sent out for DNA testing
		A. Number of DNA profiles from forensic analyses entered into CODIS from SAKs submitted for testing
		B. Number of CODIS hits attributable to

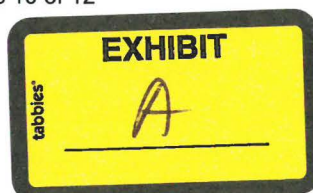




U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance  
 FY 2015 National Sexual Assault Kit Initiative (SAKI) Grant  
 CFDA #16.833; Award #2015-AK-BX-K020

City of Portland, Oregon Police Bureau Program Narrative - Application Attachment 2 Revised 11/20/15  
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	testing resulting in a CODIS match	SAK submitted for testing
	%age of DNA profiles resulting from SAK DNA testing entered into CODIS	
Establish a multidisciplinary working group to identify the underlying factors that contribute to USAKs and devise a comprehensive plan to inventory, track, and maintain accountability for SAKs	%age of project plan outcomes met	During the reporting period:  A. Number of project tasks to include but not limited to: - Establishment of a regularly convening multidisciplinary working group - Appointment of a dedicated site coordinator - Assessment of stakeholder training needs  B. Number of project tasks completed  A. Number of agencies/organizations represented on the SAK initiative working group B. Number of agencies/organizations who commit their SAK initiative working group participation formally through a Memorandum of Understanding  C. Types of personnel participating on the SAK working group, including but not limited to:  1. Law Enforcement Command Staff 2. Investigative Officers 3. Sexual Assault Forensic Examiners 4. Forensic Laboratory 5. Prosecutors 6. Victim Advocates  A. Number of other ( <b>not on the working group</b> ) stakeholder agencies/organizations participating in the SAK initiative  B. Number of formal agreements/partnerships established with other ( <b>not on the working group</b> ) stakeholder agencies/organizations participating in the SAK initiative  A. List the main factors contributing to USAKs  B. Of those contributing factors, how many new policies and procedures designed to eliminate causative agents  Number and type of new positions
	Number of agencies/organizations participating on the SAK initiative working group	
	% of agencies/organizations stakeholders who commit <b>member</b> participation formally through a Memorandum of Understanding	
	% of other agencies/organizations stakeholders ( <b>not on the working group</b> ) who commit participation formally through a Memorandum of Understanding	
	Number of new policies, procedures, strategies, or interventions developed to maintain accountability of SAKs	
	Number of new staff positions created	



U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance  
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		created
Improve the investigation and prosecution of SAK cases through the adoption of improved protocols, technology, and management systems	Number of deliverables that meet expectations	During the reporting period:  Number of deliverables that meet expectations, where applicable to include: - implementation of a new electronic tracking system - training in relation to sexual assault evidence collection, DNA technology, victimization and trauma response, other related topics During the reporting period:
Develop victim notification protocols and evaluate efficacy to enhance victim services and support victims of sexual assault	% of victims contacted as a result of the SAKI	Number of victims identified as a result of the SAKI
	% of victims that agreed to actively participate in a new investigation resulting from the SAKI	Number of victims contacted by an investigator as a result of the SAKI
	Number of victim notification resources	Number of contacted victims that agreed to actively participate in a new investigation resulting from the SAKI
	Increase the number of victim advocate partners	Number of resources developed for victims and providers (e.g. FAQ brochure and a packet of community resources)
	Number of prosecuted cases resulting from previously untested kits	Number of victim advocate partners participating in the SAKI
		Number of prosecuted cases

## Summary

In conclusion, the SAKI grant program will provide the citizens of the Portland-Metropolitan area the opportunity at possible justice. USAKs across the country tear at the fabric of the often brittle relationship between police departments and citizens. In a time of national police relations crises, doing the "right thing" by testing all USAKs will go a long way towards restoring some trust and confidence. The SAKI grant will allow PPB to take a proactive approach to the USAK problem without having had a public relation nightmare case be the motivating factor in doing so.





U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance  
FY 2015 National Sexual Assault Kit Initiative (SAKI) Grant

CFDA #16.833; Award #2015-AK-BX-K020

City of Portland, Oregon Police Bureau Program Narrative - Application Attachment 2 Revised 11/20/15  
IGA Attachment A

Sexual assaults are perhaps the most under-reported crime there is. Victims of sexual assault deserve to have their SAKs tested for many reasons but, perhaps most importantly, because it goes a long way towards motivating other victims to make a report. Victims often don't report because they don't think anyone will believe them or they blame themselves for the assault. Just knowing that the bureau will test their SAK may increase reporting, which a positive for everyone. The PPB would be honored to participate in such an important national project.



187687



**Department of Justice**  
**Office of Justice Programs**

Office of the Assistant Attorney General

Washington, D.C. 20531

September 10, 2015

The Honorable Charlie Hales  
City of Portland  
1120 SW Fifth Avenue, Room 1250  
Portland, OR 97204-1912

Dear Mayor Hales:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 15 National Sexual Assault Kit Initiative (SAKI) in the amount of \$1,189,790 for City of Portland.

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, Tamaro T. White, Program Manager at (202) 353-3503; 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 black ink that reads "Karol V. Mason".

Karol Virginia Mason  
Assistant Attorney General

Enclosures







## OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW  
Washington, DC 20531

Tel: (202) 307-0690  
TTY: (202) 307-2027  
E-mail: askOCR@usdoj.gov  
Website: www.ojp.usdoj.gov/ocr

September 10, 2015

The Honorable Charlie Hales  
City of Portland  
1120 SW Fifth Avenue, Room 1250  
Portland, OR 97204-1912

Dear Mayor Hales:

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

### Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

### Enforcing Civil Rights Laws

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



### Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

### Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at [http://www.ojp.usdoj.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm).

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

### Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf). Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

### Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).





#### Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at [EEOSubmission@usdoj.gov](mailto:EEOSubmission@usdoj.gov).

#### Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

#### Ensuring the Compliance of Subrecipients

SAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see [http://www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm).

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,




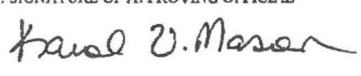
Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



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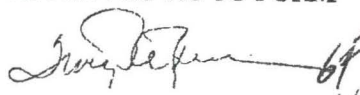
County of Multnomah/City of Portland INTERGOVERNMENTAL AGREEMENT  
 For the Use of U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance: FY 2015 National SAKI Grant Funds  
 CFDA #16.833 IGA Attachment B Award #2015-AK-BX-K020

 Department of Justice Office of Justice Programs Bureau of Justice Assistance		Cooperative Agreement		PAGE 1 OF 9
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Portland 1120 SW Fifth Avenue, Room 1250 Portland, OR 97204-1912		4. AWARD NUMBER: 2015-AK-BX-K020		
		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2018 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2018		
		6. AWARD DATE 09/10/2015	7. ACTION	
2a. GRANTEE IRS/VENDOR NO. 936002236	8. SUPPLEMENT NUMBER 00		Initial	
2b. GRANTEE DUNS NO. 054971197	9. PREVIOUS AWARD AMOUNT		\$ 0	
3. PROJECT TITLE Portland Sexual Assault Kit Backlog Reduction, Advocacy & Prosecution Model	10. AMOUNT OF THIS AWARD		\$ 1,189,790	
	11. TOTAL AWARD		\$ 1,189,790	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15 BJA - Sexual Assault Kit Initiative - Pub. L. No. 113-235, 128 Stat 2130, 2193				
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.833 - National Sexual Assault Kit Initiative				
15. METHOD OF PAYMENT GPRS				
AGENCY APPROVAL		GRANTEE ACCEPTANCE		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Charlie Hales Mayor		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 		19A. DATE 10-15-15
AGENCY USE ONLY				
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B AK 80 00 00 1189790		21. FAKUGT1143		

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

APPROVED AS TO FORM

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


 64  
 CITY ATTORNEY 9/16/15

COP Contract #30005057



MC Contract #2016146




	Department of Justice Office of Justice Programs Bureau of Justice Assistance	<b>AWARD CONTINUATION SHEET</b>  <b>Cooperative Agreement</b>	PAGE 2 OF 9
PROJECT NUMBER 2015-AK-BX-K020		AWARD DATE 09/10/2015	
<b>SPECIAL CONDITIONS</b>			
<p>1. Applicability of Part 200 Uniform Requirements</p> <p>The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.</p> <p>If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.</p> <p>Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).</p> <p>For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <a href="http://ojp.gov/funding/Part200UniformRequirements.htm">http://ojp.gov/funding/Part200UniformRequirements.htm</a>.</p> <p>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.</p>			
<p>2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").</p>			
<p>3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.</p>			
<p>4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if 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.</p>			
<p>5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.</p>			
<p>6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds 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 involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: <a href="mailto:oig.hotline@usdoj.gov">oig.hotline@usdoj.gov</a> hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at <a href="http://www.usdoj.gov/oig">www.usdoj.gov/oig</a></p>			

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

COP Contract #30005057



MC Contract #2016146

 Department of Justice Office of Justice Programs Bureau of Justice Assistance	<b>AWARD CONTINUATION SHEET</b>  <b>Cooperative Agreement</b>	PAGE 3 OF 9
PROJECT NUMBER 2015-AK-BX-K020	AWARD DATE 09/10/2015	
<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>7. Restrictions and certifications regarding non-disclosure agreements and related matters</p> <p>No recipient or subrecipient under this award, or entity that receives a 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.</p> <p>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.</p> <p>1. In accepting this award, the recipient --</p> <p>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</p> <p>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 agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.</p> <p>2. If the recipient does or is authorized to make subawards or contracts under this award --</p> <p>a. it represents that --</p> <p>(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) 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</p> <p>(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and</p> <p>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 agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.</p> <p>8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.</p> <p>9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.</p>		

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




COP Contract #30005057

MC Contract #2016146

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	Department of Justice Office of Justice Programs Bureau of Justice Assistance	<b>AWARD CONTINUATION SHEET</b>  Cooperative Agreement	PAGE 4 OF 9
PROJECT NUMBER 2015-AK-BX-K020		AWARD DATE 09/10/2015	
<p style="text-align: center;"><b>SPECIAL CONDITIONS</b></p> <ol style="list-style-type: none"><li>10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <a href="http://www.ojp.gov/funding/sam.htm">http://www.ojp.gov/funding/sam.htm</a> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special 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).</li><li>11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.</li><li>12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").</li><li>13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <a href="http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm">http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm</a>.</li><li>14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds 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 being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.</li><li>15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.</li><li>16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.</li><li>17. A recipient that is eligible under the Part 200 Uniform Requirements 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).</li><li>18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.</li></ol>			


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<p style="text-align: center;"><b>SPECIAL CONDITIONS</b></p> <p>19. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.</p> <p>20. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.</p> <p>21. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.</p> <p>22. Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.</p> <p>23. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.</p> <p>24. Recipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. Recipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.</p> <p>25. The recipient agrees to comply with applicable requirements to report first-tier subawards 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 of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <a href="http://ojp.gov/funding/Explore/FFATA.htm">http://ojp.gov/funding/Explore/FFATA.htm</a> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards 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).</p> <p>26. Award recipients must verify 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.</p>		

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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>27. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.</p> <p>The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).</p> <p>It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.</p> <p>The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.</p> <p>28. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.</p> <p>29. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2015-AK-BX-K020 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.</p> <p>30. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.</p>		




 <p>Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	<p><b>AWARD CONTINUATION SHEET</b></p> <p><b>Cooperative Agreement</b></p>	<p>PAGE 7 OF 9</p>
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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>31. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:</p> <ol style="list-style-type: none"> <li>1) name of event;</li> <li>2) event dates;</li> <li>3) location of event;</li> <li>4) number of federal attendees;</li> <li>5) number of non-federal attendees;</li> <li>6) costs of event space, including rooms for break-out sessions;</li> <li>7) costs of audio visual services;</li> <li>8) other equipment costs (e.g., computer fees, telephone fees);</li> <li>9) costs of printing and distribution;</li> <li>10) costs of meals provided during the event;</li> <li>11) costs of refreshments provided during the event;</li> <li>12) costs of event planner;</li> <li>13) costs of event facilitators; and</li> <li>14) any other costs associated with the event.</li> </ol> <p>The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:</p> <ol style="list-style-type: none"> <li>1) meals and incidental expenses (M&amp;IE portion of per diem);</li> <li>2) lodging;</li> <li>3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,</li> <li>4) local transportation (e.g., rental car, POV) at event location.</li> </ol> <p>Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.</p> <p>Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.</p>		

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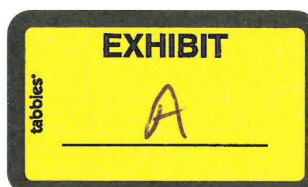




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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>32. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)</p> <p>This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.</p> <p>33. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.</p> <p>34. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to OJP all documentation necessary to complete 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 grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).</p> <p>35. 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 Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.</p> <p>36. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.</p> <p>37. The recipient agrees not to obligate, expend, or draw down any funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 and a Grant Adjustment Notice has been issued removing this condition.</p> <p>38. The recipient may not obligate, expend or draw-down more than 25% of the total eligible award amount until a completed inventory and/or certification of a completed inventory has been provided to BJA. BJA will review the inventory documentation to ensure that it contains a detailed and descriptive list of Sexual Assault Kits (SAKs), containing information such as, but not limited to: item identifiers, quantity, and location of the item. Once BJA has reviewed and approved the grant recipient's certification or certificate thereof, a Grant Adjustment Notice (GAN) will be issued removing this special condition.</p> <p>39. Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.</p>			

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<p><i>SPECIAL CONDITIONS</i></p> <p>40. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.</p> <p>41. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.</p>		

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**Department of Justice**

Office of Justice Programs

*Bureau of Justice Assistance*

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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 Portland

**Environmental Analysis Required**

The National Sexual Assault Kit Initiative (SAKI) provides funding to support multidisciplinary community response teams engaged in the comprehensive reform of jurisdictions' approaches to sexual assault cases resulting from evidence found in previously unsubmitted sexual assault kits.


Recipients of federal grant funding must comply with all applicable environmental laws and regulations, including National Environmental Policy Act, hereafter referred to as NEPA. Under federal law, and implementing Department of Justice regulations, 28 C.F.R. Part 61, an Environmental Assessment, and possibly an Environmental Impact Statement, is required for the implementation of a grant-funded program that could have significant adverse impact on the environment, including programs that involve any of the following:

- (1) Construction or similar activities;
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species;
- (3) A renovation which will change the basic prior use of a facility or significantly change its size;
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or
- (5) Use of chemicals.

The program that is the subject of the current award may include one or more of the above NEPA triggers, and, as such, requires environmental analysis. We look forward to working with you on this process.



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 <p>Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	<p><b>GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</b></p> <p><b>Cooperative Agreement</b></p>	
	<p>PROJECT NUMBER 2015-AK-BX-K020</p>	<p>PAGE 1 OF 1</p>
<p>This project is supported under FY15 BJA – Sexual Assault Kit Initiative - Pub. L. No. 113-235, 128 Stat 2130, 2193</p>		
<p>1. STAFF CONTACT (Name &amp; telephone number)</p> <p>Tamaro T. White (202) 353-3503</p>		<p>2. PROJECT DIRECTOR (Name, address &amp; telephone number)</p> <p>Eileen Roe 1120 SW Fifth Avenue, Room 1250 Portland, OR 97204 (503) 823-6819</p>
<p>3a. TITLE OF THE PROGRAM</p> <p>BJA FY 15 National Sexual Assault Kit Initiative (SAKI)</p>		<p>3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)</p>
<p>4. TITLE OF PROJECT</p> <p>Portland Sexual Assault Kit Backlog Reduction, Advocacy &amp; Prosecution Model</p>		
<p>5. NAME &amp; ADDRESS OF GRANTEE</p> <p>City of Portland 1120 SW Fifth Avenue, Room 1250 Portland, OR 97204-1912</p>		<p>6. NAME &amp; ADDRESS OF SUBGRANTEE</p>
<p>7. PROGRAM PERIOD</p> <p>FROM: 10/01/2015 TO: 09/30/2018</p>		<p>8. BUDGET PERIOD</p> <p>FROM: 10/01/2015 TO: 09/30/2018</p>
<p>9. AMOUNT OF AWARD</p> <p>\$ 1,189,790</p>		<p>10. DATE OF AWARD</p> <p>09/10/2015</p>
<p>11. SECOND YEAR'S BUDGET</p>		<p>12. SECOND YEAR'S BUDGET AMOUNT</p>
<p>13. THIRD YEAR'S BUDGET PERIOD</p>		<p>14. THIRD YEAR'S BUDGET AMOUNT</p>
<p>15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)</p> <p>The National Sexual Assault Kit Initiative (SAKI) provides funding to state, local, and tribal law enforcement agencies, and prosecutor's offices to support multidisciplinary community response teams engaged in the comprehensive reform of jurisdictions' approaches to sexual assault cases resulting from evidence found in previously unsubmitted sexual assault kits (SAKs) - i.e. those SAKs that have never been submitted to a crime laboratory.</p> <p>The goal of the SAKI is the creation of a coordinated community response that ensures just resolution to these cases whenever possible through a victim-centered approach, as well as to build jurisdictions' capacity to prevent the development of conditions that lead to high numbers of unsubmitted SAKs in the future. The holistic program provides jurisdictions with resources to address their unsubmitted SAK issue, including support to inventory, test, and track SAKs; create and report performance metrics; access necessary training to increase effectiveness in addressing the complex issues associated with these cases and engage in multidisciplinary policy development, implementation, and coordination; and improve practices related to investigation, prosecution, and victim engagement and</p>		

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support in connection with evidence and cases resulting from the testing process.

The city of Portland will use this 2015 SAKI award to address the 1,931 unsubmitted SAKs in the Portland Police Bureau's (PPB) custody. PPB will take a multidisciplinary approach through the establishment of the Unsubmitted Sexual Assault Forensic Evidence Task Force (USAFE-TE) to eradicate the problem. USAFE-TF will work with the Multnomah County Sexual Assault Response Team (SART) to develop a consistent advocacy response to victims who may be re-traumatized by the discovery of new evidence and establish a hot line and e-mail account to give victims connection to the task force and the ability to check their SAK findings or status of their investigation. BJA SAKI funds will be used to provide training for investigators, DA's, and advocates working with victims; fund salaries for a detective, victim advocate, a police administrative support specialist, a deputy district attorney, and a sheriff's office deputy; fund training and travel expenses; and fund other costs necessary for project implementation.

CA/NCF

