

**CRIMINAL JUSTICE COORDINATING COUNCIL
FY23 LAW ENFORCEMENT TRAINING GRANT PROGRAM
SPECIAL CONDITIONS**

1. Non-compliance with any of the special conditions contained within this document, may result in the termination of this.

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2. The grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) when using grant funds for the purpose of hosting or attending any conferences, meetings, trainings, and other events, including the provision of food and/or beverages, and costs of attendance at such events.

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3. The grantee must collect, maintain, and submit data to CJCC that measures the performance and effectiveness of activities under this award in the manner, and within the timeframes specified by CJCC.

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4. The grantee understands and agrees that CJCC may withhold award funds or may impose other related requirements if the grantee does not satisfactorily and promptly address outstanding issues from audits required by the State of Georgia, or other outstanding issues that arise in connection with audits, investigations, or reviews of CJCC awards.

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5. The grantee agrees to comply with CJCC grant monitoring guidelines, protocols, and procedures, and to cooperate with CJCC on all grant monitoring requests, including requests related to desk reviews and/or site visits. The recipient agrees to provide to CJCC all documentation necessary to complete monitoring tasks. Further, the grantee agrees to abide by reasonable deadlines set by CJCC for providing requested documents. Failure to cooperate with CJCC's grant monitoring activities may result in sanctions affecting the grantee's grant awards, including, but not limited to: withholdings and/or other restrictions, designation of the grantee as a High Risk Grantee, or termination of an award(s).

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6. The recipient agrees to cooperate with any assessments, 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.

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7. The grantee agrees to comply with any additional requirements that may be imposed by CJCC during the during the period of performance for this award if the grantee is designated as a "High Risk Grantee."

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8. The grantee agrees to inform CJCC at least 45 days prior to any training, conference, or meeting for prior approval when using grant funding.

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9. The recipient shall transmit to CJCC copies of all official award-related press releases at least fifteen (15) working days prior to public release. Advance notice permits time for coordination of release of information by CJCC where appropriate and to respond to press or public inquiries.

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10. Award recipients must provide to CJCC, using the Designation of Grant Official Form, the Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information, including telephone number and e-mail address. If any information or has changes during the award period, a Subgrant Adjustment Request (SAR) must be submitted in writing to document changes.

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11. The grantee agrees to track, account for, and report on all funds from this award separately from all other funds. Accordingly, the accounting systems of the grantee must ensure that funds from this award are not comingled with funds from any other source. The grantee further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

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12. All grantees must have written policies and procedures which govern the fiscal management of grant funds.

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13. The grantee certifies that 1) title to all equipment and/or supplies purchased with funds under this grant award shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the equipment is no longer utilized for its grant-funded purpose, the grantee will notify CJCC of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia

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14. The grantee certifies that grant funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. Grant funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit.

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15. The grantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures. The project budget and summary will not be established, or officially approved, until the grantee receives a written approval notice from the CJCC. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the CJCC.

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16. The grantee must submit subsequent requests to revise the budget, project summary, and project plan prior to implementing any substantial changes, but no later than 60 days prior to the end of the subgrant period.

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17. All project costs not exclusively allocated within the approved budget must be requested and approved via the Subgrant Adjust Request (SAR) process prior to any funds being expended.

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18. The grantee agrees to submit requests for reimbursement on either a monthly or quarterly basis, as selected by the grantee at the time of award. Subgrant Expenditure Reports are due 15 days after the end of the month (if reporting monthly) or 30 days after the end of the quarter (if reporting quarterly).

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19. All contracts under this award should be competitively awarded unless circumstances preclude competition. The grantee agrees to comply with their governing body's procurement policies. Should the grantee not have procurement policies in place, the grantee agrees to comply with the procurement policies of the state which can be found at <http://doas.ga.gov/state-purchasing/law-administrative-rules-and-policies>

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20. The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension or debarment from state grants, termination of this grant award coupled with recoupment of monies provided under an award, and civil and/or criminal penalties.

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Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the CJCC.

Bruce Palmer
Authorized Official Signature

12/28/22
Date

Bruce Palmer
Print Authorized Official Name

Habersham County BDC Chairman
Title