

**Other
SPECIAL CONDITIONS**

Virginia Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

The following conditions are attached to and made a part of this grant award:

By signing the Statement of Grant Award/Acceptance, the grant recipient agrees:

- to use the grant funds to carry out the activities described in the grant application, as modified by the terms and conditions attached to this award or by subsequent amendments approved by DCJS;
 - to adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions;
 - and to comply with all terms, conditions and assurances either attached to this award or submitted with the grant application.
1. By accepting this grant, the recipient assures that funds made available through it will not be used to replace state or local funds that would, in the absence of this grant, be made available for the same purposes.
 2. Within 60 days of the starting date of the grant, the subgrantee must initiate the project funded. If not, the subgrantee must report to the DCJS, by letter, the steps taken to initiate the project, the reasons for the delay, and the expected starting date. If the project is not operational within 90 days of the start date, the subgrantee must obtain approval in writing from the DCJS for a new implementation date or the DCJS may cancel and terminate the project and redistribute the funds.
 3. The subgrantee agrees to submit such reports as requested by DCJS on forms provided by DCJS. Funds from this grant will not be disbursed, if any of the required Financial or Progress reports are overdue by more than 30 days unless you can show good cause for missing the reporting deadline.
 4. Grant funds are usually disbursed quarterly. Grant State and local match funds must be expended and/or obligated during the grant period. All legal obligations must be liquidated no later than 45 days after the end of the grant period. All requests for reimbursement must be submitted within 45 days after the end of the grant. The grant recipient agrees to submit to the DCJS a final grant financial report and return all unexpended grant funds within 45 days after the end of the grant period.
 5. Budget Amendment Requests must be submitted through GMIS by the Project Director, Program Administrator, or Finance Officer. This Budget Amendment form must be accompanied with a narrative. No more than two such amendments will be permitted during

the grant period. The deadline for all budget amendments to be submitted will be 45 days prior to the end of the grant year.

6. The subgrantee agrees to forward a copy to the DCJS of the scheduled audit or financial review of this grant award. Please forward to DCJS – Attention: Grants Management.
7. Any delegation of responsibility for carrying out grant-funded activities to an office or department not a part of the local government must be pursuant to a written memorandum of understanding by which the implementing office or department agrees to comply with all applicable grant terms, conditions and assurances. Any such delegation notwithstanding, the applicant acknowledges by its acceptance of the award its ultimate responsibility for compliance with all terms, conditions and assurances of the grant award.
8. Acceptance of this grant award by the local government applicant constitutes its agreement that it assumes full responsibility for the management of all aspects of the grant and the activities funded by the grant, including assuring proper fiscal management of and accounting for grant funds; assuring that personnel paid with grant funds are hired, supervised and evaluated in accord with the local government's established employment and personnel policies; and assuring that all terms, conditions and assurances—those submitted with the grant application, and those issued with this award—are complied with.
9. The grantee agrees to comply with the Virginia Public Procurement Act <http://eva.virginia.gov/pages/eva-vppa.htm>. Procurement transactions, whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. An exemption to this regulation requires the prior approval of the DCJS and is only given in unusual circumstances. Any request for exemption must be submitted in writing to the DCJS. Permission to make sole source procurements must be obtained from DCJS in advance.
10. The grantee may follow their own established travel rates if they have an established travel policy. If a grantee does not have an established policy, then they must adhere to state travel policy. The state allows reimbursement for actual reasonable expenses. For future reference please refer to the following IRS website for the most current mileage rate: <http://www.irs.gov/taxpros/article/0,,id=156624,00.html>: Transportation costs for air and rail must be at coach rates.
11. PROJECT INCOME: Any funds generated as a direct result of DCJS grant-funded projects are deemed project income. Project income must be reported on the Subgrantee Financial Report for Project Income provided by DCJS. Instructions for the Project Income form can be downloaded at: <http://www.dcjs.virginia.gov/forms/grants/subgrantProjectIncomeInstructions.doc>. The Project Income form can also be downloaded from the DCJS website at: <http://www.dcjs.virginia.gov/forms/grants/subgrantProjectIncome.xls>. Examples of project income might include service fees; client fees; usage or rental fees; sales of materials; income received from sale of seized and forfeited assets (cash, personal or real property included).

12. Prior to DCJS disbursing funds, the Grantee must comply with the following special conditions: None.