

GRANT AWARD TERMS AND CONDITIONS

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

Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) Program

American Rescue Plan Act (ARPA) FY2024

Law Enforcement Equipment (LEE) Grant Program

Funding Opportunity: 508516

Acceptance of this grant award by the subgrantee 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 accordance with 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.

By signing the Statement of Grant Award/Acceptance, the subgrantee 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 the Department of Criminal Justice Services (DCJS);
- adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions; and,
- comply with all terms, conditions and assurances either attached to this award or submitted with the grant application.

1. Use of Funds

a. Subgrantee understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. Subgrantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance

The period of performance for this award begins on 07/01/2022 and ends on 06/30/2024. Subgrantee may use award funds to cover eligible costs incurred during this award period.

3. Reporting

Subgrantee agrees to comply with any reporting obligations established by Treasury and DCJS as they relate to this award.

4. Maintenance of and Access to Records

a. Subgrantee shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. The Treasury Office of Inspector General and the Government Accountability Office, DCJS or their authorized representatives, shall have the right of access to records (electronic and otherwise) of subgrantee in order to conduct audits or other investigations.

c. Records shall be maintained by the subgrantee for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs

Grants will be awarded for a two (2) year period July 1, 2022, through June 30, 2024. The Grant funding period is retroactive to July 1, 2022. Localities will be able to apply for previously purchased items that meet the funding focused areas, but any previous purchases will need to be approved through your application prior to any reimbursement claims being submitted and processed.

6. Administrative Costs

Subgrantee may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing

Cost sharing or matching funds are not required to be provided by subgrantee.

8. Conflicts of Interest

Subgrantee understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Subgrantee and subgrantees must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations

a. Subgrantee agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subgrantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and subgrantees shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference. The subgrantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM. This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Subgrantee Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

The subgrantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits subgrantees of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions

In the event of subgrantee's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act

Subgrantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements

Subgrantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications

Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award, awarded to Treasurer of Virginia by the U.S. Department of the Treasury.”

14. Debts Owed the Federal Government

a. Any funds paid to subgrantee (1) in excess of the amount to which subgrantee is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by subgrantees shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by subgrantee. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the subgrantee knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer

a. The United States expressly disclaims any and all responsibility or liability to subgrantee or third persons for the actions of subgrantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by subgrantee does not in any way establish an agency relationship between the United States and subgrantee.

16. Protections for Whistleblowers

a. In accordance with 41 U.S.C. § 4712, subgrantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of subgrantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subgrantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), subgrantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), subgrantee should encourage its employees, subgrantees, and contractors to adopt and enforce policies that ban text messaging while driving, and subgrantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

19. Requirement to report potentially duplicative funding.

If the subgrantee currently has other active awards of federal funds, or if the subgrantee receives any other award of federal funds during the period of performance for this award, the subgrantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subgrantee must promptly notify DCJS in writing of the potential duplication, and, if so, requested by DCJS, must seek a budget-modification or change-of-project-scope to eliminate any inappropriate duplication of funding. Funds received from this grant program are intended to supplement other awards of federal funds.

20. Additional monitoring requirements

The subgrantee understands that it may be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

21. Travel Policy

Subgrantees may follow their own established travel rates if they have an established travel policy. DCJS reserves the right to determine the reasonableness of an organization's travel policy. If the subgrantees do not have an established policy, then they must adhere to federal travel policy. Please refer to the following IRS website for the most current mileage rate: <https://www.irs.gov/tax-professionals/standard-mileage-rates>. Transportation costs for air and rail must be at coach rates.

22. Financial audits

The subgrantee agrees to forward a copy to DCJS of the subgrantee's scheduled financial statement audit for the fiscal year that covers the grant award period. If the subgrantee is a local government or non-profit organization and expends \$750,000 or more in federal awards (from all sources) during its fiscal year, the subgrantee is required to submit the appropriate single or program specific audit in accordance with the provisions outlined in 2CFR Part 200 Subpart F.

23. Project income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Any funds generated as a direct result of DCJS grant-funded projects are deemed project income. Project income must be reported to DCJS. Examples of project income might include service fees; client fees; usage or rental fees; sales of materials; and income received from sale of seized and forfeited assets (cash, personal or real property included).

24. Contract Amendments

Contract/budget amendments must be submitted for review in the On-line Grants Management System (OGMS). These contract amendments include, but are not limited to, the following:

- Budget Amendment – Revision
- Budget Amendment – In Line Adjustment
- Change in Grant Funded Staff
- Change in Authorized Official
- Change in Award Sponsorship
- Project Scope of Work Revision
- Reporting Extension

Check with your grant monitor for details regarding submitting contract amendments via OGMS.

No amendment to the approved budget may be made without the prior approval of DCJS. No more than two (2) budget amendments will be permitted during the grant period. Budget Revision – Amendment requests, along with accompanying narrative, are to be submitted using the On-line Grants Management System (OGMS). The submission deadline for budget amendments is 45 days prior to the end of the grant period. Changes in grant funded staff and authorized officials must be made in a contract amendment within 30 days of the change occurring.

25. Delegation of responsibility

Any delegation of responsibility for carrying out grant-funded activities to any entity must be pursuant to a written memorandum of understanding by which the implementing organization 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.

26. Civil Rights training requirement

The subgrantee agrees to meet the civil rights training requirements through viewing the online training modules offered through the Office on Civil Rights at <https://ojp.gov/about/ocr/assistance.htm>. The subgrantee must review these training modules at least once per grant cycle and must view the civil rights overview, standard assurances modules, and the module on the obligations to provide services to limited English proficient (LEP) individuals.

27. Performance and obligation periods

Grant funds, including state and local match, may be expended and/or obligated during the grant award period of performance. Subgrantees may only charge to the award allowable costs incurred during this grant award period. All properly incurred obligations must be liquidated no later than 45 days after the end of the award period. No new obligations may be made during the liquidation period. The subgrantee agrees to submit a final financial report and return all received and unexpended grant funds to DCJS within 45 days of the end of the grant award period.

28. Limitation on the use of funds to approved activities

The subgrantee agrees that grant funds will be used only for the purposes described in the subgrantee's application, unless DCJS determines that any of these activities are out of scope or unallowable. The subgrantee must not undertake any work or activities that are not described in the subgrantee's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, from DCJS.

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

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

30. Procurement

Subgrantees are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.318 through 2 CFR 200.327, as applicable.

31. Additional “Action Item” encumbrances

Any additional “action item” encumbrances related to your award will be shown online via the DCJS On-Line Grant Management System (OGMS) website under menu item Grants> Encumbrances. The subgrantee must comply with any items listed there prior to DCJS disbursing funds.

Unless otherwise stated, these encumbrances must be met by before the end of the grant period. If they remain unmet after this date, then the subgrantee must report to the DCJS, by letter, the steps taken to achieve compliance, the reasons for non-compliance, and the expected date of compliance. DCJS may terminate grant funding based upon unexplained or unreasonable failure to substantially comply with encumbrances within reasonable specified time frames.

32. P25 Radio Compliance

Project 25 (P25) compliance is a set of standards established for federal emergency communications grants. These standards facilitate interoperability among radio communication products from various manufacturers, ultimately supporting the vital requirements of public safety missions.

By adhering to P25 compliance, we ensure that radio systems from various agencies, jurisdictions, and government levels can seamlessly communicate with each other, supporting the essential needs of public safety missions. This compatibility proves essential in a wide array of scenarios, including day-to-day incidents, large-scale emergencies, and disaster responses.

Consistent with Federal guidelines, it is imperative to prioritize P25 compliance when acquiring interoperable solutions for first responders at the state, local, tribal, and territorial levels using federal grant funds for equipment procurement. If you have any questions regarding P25 radio compliance, please contact your assigned Grant Monitor.

REPORTING REQUIREMENTS AND PROJECTED DUE DATES

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

REPORTING REQUIREMENTS

By accepting the accompanying grant award, you are agreeing to submit online quarterly financial and programmatic narrative reports for this grant throughout the grant period, as well as any required final reports to close the grant. No eligible current subgrantee of funding will be considered for continuation funding if, as of the continuation application due date, any of the required financial and progress reports for the current grant are more than 30 days overdue. For good cause, submitted in writing by the subgrantee, DCJS may waive this provision.

Subgrantee must submit quarterly financial and status reports online to DCJS until such time that the funds are spent, and the grant is closed. Failure to comply in a timely manner may result in DCJS requesting repayment of grant funds and/or termination of the grant. DCJS will provide the grant reporting requirements at the time of grant award.

In addition to quarterly reporting, grant recipients may be required to provide data on an automated schedule to the Office of Data Governance and Analytics (“ODGA”) for the Operation Bold Blue Line dashboard. These types of data include but are not limited to violent crime counts (to include homicide, rape, robbery, aggravated assault, with and without a firearm) as well as Law Enforcement Officer count data. ODGA will work with recipients to facilitate data collection and entry to simplify these efforts.

Grantees will also need to provide data necessary for DCJS’ centralized Law Enforcement recruiting platform, including but not limited to vacancy information, open position postings, and salary and benefit information.

To submit reports, requests, and to view your grant award, refer to the On-line Grants Management System (OGMS) at our website: <https://ogms.dcjs.virginia.gov/>. In order to use this web-based system, if you have not previously done so, you must register in OGMS.

- REQUEST FOR FUNDS (Claims) - may be submitted after the sub-grantee submits the signed Statement of Grant Award (SOGA). Reimbursement will be based on paid invoices for approved expenditures or through requested advance drawdowns with expected expenditures.
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- REIMBURSEMENT DOCUMENTATION (Claims) – The invoice should provide a detailed breakdown of the expenses incurred, including the itemized list of equipment or services, quantities, unit prices, and any applicable taxes, shipping, or other incurred fees. Alongside the invoice, proof of payment serves as evidence that the claimed amount has been disbursed. The proof of payment can be in various forms, such as

receipts, bank statements, ACH, wire transfer, or credit card statements, clearly indicating the transaction date, recipient, and payment method. Please ensure that all invoices and proof of payments are uploaded as attachments on OGMS.

- **EQUIPMENT EXCEEDING \$5,000.00 PER ITEM (Claims)** – As a subgrantee, you are required to provide additional information for each piece of equipment that exceeds \$5,000.00 in cost. This information should be included on the Grantee Claims Form found here <https://www.dcjs.virginia.gov/grants/forms> and must specify the following details:
 - a. **Equipment Type:** Provide a clear and concise description of the type of equipment being claimed. This could include machinery, vehicles, electronics, or any other relevant category.
 - b. **VIN or Serial Number:** Include the unique Vehicle Identification Number (VIN) or serial number associated with the equipment. This helps in identifying and tracking the specific item being claimed.
 - c. **Title Holder:** Specify the entity or individual that holds the legal ownership or title of the equipment. If there is a financing arrangement or lease agreement, include the relevant details.
 - d. **Date of Acquired Goods/Services:** Indicate the date when the equipment was acquired or when the services related to the equipment were obtained. This ensures proper documentation and validation of the claim.
 - e. **Description of Measures Taken to Prevent Loss, Damage, and/or Theft:** Provide a detailed account of the steps taken to safeguard the equipment against potential risks. This may include security measures, maintenance routines, insurance coverage, or any other relevant precautions.
- **FINANCIAL REPORTS & REIMBURSEMENTS (Claims)** – OGMS Detail of Expenditure/ Reimbursement forms are due within 15 days after the end of each calendar quarter. Only one claim must be submitted per quarter: a reimbursement or a claim report. If the due date falls on a weekend or non-business day, the report is due on the next business day. For financial questions, contact Joseph Thompson at (804) 225-2782 or via email at Joseph.thompson@dcjs.virginia.gov.
- **PROGRESS (Status) REPORTS** for most grant programs are due within 30 days after the end of each calendar quarter, even if no expenditures occurred during the quarter. Status reports must be approved by your DCJS Grant Monitor.
- **BUDGET (Contract) AMENDMENTS** may be submitted for consideration through OGMS. Please refer to “#24. Contract amendments”, above. Please review your Special Conditions carefully to determine the requirements and procedures for amending budgets. For contract amendment questions, contact your assigned Grant Monitor.

- GRANT CLOSEOUT – The grantee has up to 45 days from the end of the award period to liquidate any unpaid obligations and submit a final financial report. The liquidation period exists to allow projects time to receive final invoices and make final payments -- no new obligations may be incurred during this period. Closeout questions should be directed to Joseph Thompson at (804) 225-2782 or via email at Joseph.thompson@dcjs.virginia.gov.

FINANCIAL AND PROGRAMMATIC REPORTING SCHEDULE

CALENDAR QUARTER ENDING	REPORT DUE DATES
09/30/2023	10/15/2023
12/31/2023	01/15/2024
03/31/2024	04/15/2024
06/30/2024	07/15/2024
Final Financial Report (Claim)	08/15/2024

For technical assistance regarding OGMS, please e-mail: ogmssupport@dcjs.virginia.gov.

For grant related questions or requests, please contact your DCJS Grant Monitor via the OGMS grant correspondence tab or via the ARPA email at:
rr-learnagranis@dcjs.virginia.gov