

TO: John McDonough, City Manager

FROM: Amy Davis, Finance Director

DATE: March 7, 2011 for Submission on March 15, 2011 City Council Agenda

ITEM: Budget Amendment to Increase City Budget for Governor's Office for Children and Families Grant Award

Background:

The Governor's Office for Children and Families (GOCF) has awarded a continuation grant to the City in the amount of \$75,645 to cover the salary, benefits, travel and printing to support a Victim Advocate based in the Sandy Springs Police Department. This is the second award of three annual awards for the position.

No match is required for this grant award.

Recommendation:

Staff recommends amending the City budget to add this grant to our FY2011 budget.

Finance

**GOVERNOR'S OFFICE FOR CHILDREN AND FAMILIES
STATE OF GEORGIA
FULTON COUNTY**

Grant Award Number: SE00-11-009
Amount: \$75,645
Award Start Date: January 1, 2011
Award End Date: December 31, 2011

GRANT AWARD AGREEMENT

This agreement, made and entered into by the Governor's Office for Children and Families (hereinafter called GOCF); an agency of the State of Georgia (hereinafter called the State) being legally empowered to contract pursuant to the Official Code of Georgia Annotated, 49-5-130 through 49-5-135; and

City of Sandy Springs
5995 Barfield Rd
Sandy Springs, GA 30328

FEI: 203767748

(hereinafter called the grantee) is to provide protective services to our community's most vulnerable members – girls who have been Commercially Sexually Exploited. (hereinafter called the Program). The grantee will implement and administer the Program as described herein and as described in grantee's proposal for funding (hereinafter called Annex A-Proposal and Deliverables), Approved Budget (hereinafter called Annex B); and Grant Implementation, Administration and Reporting Requirement (hereinafter called Annex C). Annex A, B and C shall be incorporated into this agreement.

GOCF agrees to compensate The City of Sandy Springs (Police Department) monthly for certain expenses incurred in carrying out the services as outlined in Annex A (Proposal and Approved Budget). The total of reimbursement under the terms of this agreement will not exceed \$75,645.00 over the term of this Agreement. All funds secured by this grant award agreement are Federal American Recovery and Reinvestment Act (ARRA – CFDA 16.803) Funds. These funds must be used for the Program only in Georgia and may not be used to match any other Federal funds.

All Annexes and attachments shall be submitted with the signed grant award agreement and shall be incorporated into the grant award agreement.

1. Annex A shall be the Proposal and Deliverables – See attached proposal!
2. Annex B shall be the Approved Budget
3. Annex C shall be the Grant Implementation, Administration and Reporting Requirements
4. Attachment 1 shall be Request for Reimbursement Form.

This agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment, adjustments or modifications of this agreement shall be enforceable unless approved by action of and written agreement between GOCF and the grantee. The following parties acting under their authority to contract on behalf of the entities they represent, hereby do mutually agree and covenant acceptance of the terms and conditions of this agreement as stated above and incorporated by reference.

FOR THE GRANTEE:

Signature of person authorized to enter into contracts

Name typed or printed

Title of person authorized to enter into contracts

FOR GOVERNOR'S OFFICE FOR CHILDREN AND FAMILIES:

Signature

Jennifer E. Bennecke

Name type or printed

Executive Director

Title

Annex A Deliverables

Goals:

1. Rapidly identify victims of child sexual exploitation and provide access to appropriate and effective services, including medical interventions.

Objectives:

- 1.1 Develop draft protocol in collaboration with CHOA and other service providers to identify victims of child sexual exploitation.
 - 1.2 Circulate protocol among partners for review and comment.
 - 1.3 Officially adopt and implement protocol.
 - 1.4 Provide access to services of Child Sexual Exploitation Center, conduct forensic interview and medical examination.
2. Gather information necessary to advance prosecution and lead to conviction of “pimps” and “johns.”

Objectives:

- 2.1 Hire experienced Victim Advocate (see proposed job duties).
 - 2.2 Utilizing information gathered during forensic interview, further develop case for prosecution of “pimps” and “johns.”
3. Reduce demand for commercial child sexual exploitation.

Objectives:

- 3.1 Develop marketing campaign, including website for tips on demand for commercial child sexual exploitation.
- 3.2 Develop and present educational sessions on preventing commercial child sexual exploitation to community and schools.

**Annex B
Approved Budget**

PROPOSED BUDGET

Salary and Benefits

Victim Advocate	\$ 65,062
\$45,450 * 43.15% fringe benefits	
 Officer Overtime	 \$ 2,813
(to participate in training without pulling officers from their regular duty shifts)	
8 hours * \$37.50 hour (time and a half)	

Travel

Local mileage for Victim Advocate (3,000 miles * \$.485)		\$ 1,455
2010 NOVA Conference (Philadelphia, PA)		
Airfare (1 * \$325 [current orbitz.com])	\$ 325	
Lodging (\$153 * 5 nights * 15% tax)	\$ 880	
Conference Registration	\$ 360	
Ground Transportation	\$ 35	
Per Diem (\$66 * 4 days and 2 half days)	\$ 330	
2011 Crimes Against Children Conference (Dallas, TX)		
Course Fee		\$ 500
Lodging (\$107 * 5 nights * 15% tax)	\$ 615	
Per Diem (\$71 * 4 days and 2 half days)	\$ 355	
Airfare (1 * \$330 [current orbitz.com])	\$ 330	
Ground Transportation	\$ 35	
Travel Subtotal	\$ 5,220	

Printing

Brochures, Business Cards (for officers to distribute in the community)	\$ 2,500
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Other

Professional Membership (NOVA)	\$ 50
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TOTAL PROJECT COST \$ 75,645

Annex C
Grant Implementation, Administration, and Reporting Requirements

TABLE OF CONTENTS

CHAPTER 1: IMPLEMENTATION AND ADMINISTRATON	Page 5
A. Implementation and Administration	Page 5
B. Deliverables	Page 5
C. Source of Funds	Page 5
D. Sole Agreement	Page 5
E. Program and Financial Site Visits	Page 5
F. Maintenance of Records and Audit	Page 5
CHAPTER 2: REPORTING REQUIREMENTS AND REIMBURSEMENT	Page 6
A. Expenditure Reporting	Page 6
B. Program Reporting	Page 6
C. Reimbursement: GOCF to Grantee	Page 7
D. Grantee Payment Options	Page 7
E. Final Program Report	Page 7
CHAPTER 3: GRANT ADJUSTMENTS AND CHANGES	Page 7
A. Grant Adjustment Notice	Page 7
B. Budget Adjustments	Page 8
C. Program Adjustments	Page 8
D. Changes to Administrative Information	Page 8
CHAPTER 4: ACCOUNTING MANAGEMENT	Page 9
CHAPTER 5: GENERAL TERMS AND CONDITIONS	Page 10
A. Audit and Financial Reporting Requirements	Page 10
B. Indemnify	Page 11
C. Governing Law/Venue	Page 11
D. Accounting System	Page 11
E. Total Cost Budgeting and Accounting	Page 11
F. Commingling of Funds	Page 11
G. Supplanting of Funds	Page 11
H. Child Abuse Reports	Page 12
I. Criminal Records Investigations	Page 12
J. Internet Security	Page 12
K. Nonsmoking Policy for Children Services	Page 12
L. Procurement Standards	Page 12

M. Property Management	Page 12
N. Program Income	Page 13
O. Publication Acknowledgements	Page 13
P. Rights in Data and Copyrights	Page 13

CHAPTER 6: TERMINATION FOR CONVENIENCE OR FOR CAUSE	Page 13
--	---------

CHAPTER 7: STATE AND FEDERAL FUNDING SOURCES	Page 14
---	---------

CHAPTER 8: RESOURCE DOCUMENTS	Page 15
--------------------------------------	---------

A. Federal OMB Circulars/Code of Federal Requirements	Page 15
B. Other Available Resources	Page 15

CHAPTER 1: IMPLEMENTATION AND ADMINISTRATION

This Annex C -Grant Implementation, Administration, and Reporting Requirements is by reference incorporated into the Grant Award Agreement by and between the Governor's Office for Children and Families (GOCF) and the grantee.

A. IMPLEMENTATION AND ADMINISTRATION

The grantee will implement and administer the program activities (hereinafter called Program) as described in the Proposal (hereinafter called Annex A-Proposal and Approved Budget); the Deliverables (hereinafter called Annex B) and the Grant Implementation, Administration and Reporting Requirements (hereinafter called Annex C). Annex A, Annex B, and Annex C shall be incorporated into this agreement.

B. DELIVERABLES

The grantee will be responsible for ensuring implementation of the Program as detailed in Annex A-Proposal and Approved Budget and as prescribed by the Grant Award Agreement, Annex B-Deliverables and any required Annex C-Special Conditions. GOCF may have modified Program service activities and budget to ensure that the program goals and objectives are clearly stated, measurable, and consistent with the GOCF program and financial reporting requirements.

C. SOURCE OF FUNDS

Funds secured by this agreement may be state and/or federal funds. Source of fund is indicated on the Grant Award Agreement. The grantee's accounting system must segregate the grant award obligations and expenditures for Program service activity by state, federal and/or cash matching funds as indicated in Annex A-Proposal and Approved Budget. Funds must be used for the Program only in Georgia.

D. SOLE AGREEMENT

This agreement constitutes the sole agreement between the parties. No representations oral or written not incorporated herein shall be binding on the parties. No amendment, adjustments or modifications of this agreement shall be enforceable unless approved by action of and written agreement between GOCF and the grantee.

E. PROGRAM AND FINANCIAL SITE VISITS

GOCF staff, members of GOCF Advisory Board, and federal funding agencies shall be permitted to conduct announced or unannounced site visits to the Program. Site visits may include review of Program administration, services, financial records and participant data records. Typically, these visits are prearranged to prevent interference with Program activities as much as possible.

F. MAINTENANCE OF RECORDS AND AUDIT

All financial and program records must be maintained by the grantee in good order and must be available at all times during the regular business day for audit purposes to GOCF, federal funding agencies, State of Georgia auditors, or their representatives. Failure to adhere to these requirements could result in immediate revocation of the grant award. Typically, these visits are prearranged to prevent interference with Program activities as much as possible.

Records must be adequately protected against fire, loss, theft, or damage and the grantee shall maintain all of the following for a minimum of three (3) years after the end of the initial and continuation grant funding cycle or until any federally initiated audit

exceptions have been cleared, whichever is later. 1) Grant Application; 2) Grant Award Agreement, Annex A, Annex B, Annex C and attachment(s); 3) Program source documents as described below; and 4) Financial source documents as described below. All of the aforementioned records are public records and shall be made available for public inspection in accordance with O.C.G.A. 50-18-71 and 72. Said records are subject to audit by the State of Georgia.

Financial Source Documents - The grantee is responsible for maintaining accurate records of every fiscal transaction related to the GOCF grant award. GOCF or its representatives may, at any time, request access to or copies of such records. Example: Regular operating expenses should be supported by receipts for items purchased; personal services should be documented by payroll records.

A notebook is recommended to keep all data together pertaining to the grant to ensure that site visits only take up a minimum amount of the grantee's time. Documentation should be maintained for grant and matching funds.

Program Source Documents – A Program site visit will include Program administration, direct service activities and evaluation performance. The grantee is responsible for maintaining all Program source files. GOCF or its representatives may, at any time, request access to or copies of such Program files. All state and local governments may be asked to provide proof of their Equal Employment Opportunity Program Certification to GOCF staff.

CHAPTER 2: REPORTING REQUIREMENTS AND REIMBURSEMENT

Technical Assistance – GOCF financial and program staff are available for technical assistance for any and all financial and program concerns.

A. EXPENDITURE REPORTING

No later than fifteen (15) days of the end of each month, the grantee shall submit a request for reimbursement for Program financial activity to GOCF in accordance with Annex A-Proposal and Approved Budget using forms provided to grantee by GOCF.

The request for reimbursement shall only include actual expenses paid by the grantee for the Program during the reporting period in accordance with Annex A-Proposal and Approved Budget. Requests for reimbursement of expenses incurred but not yet paid shall not be approved for reimbursement. Grantee must maintain supporting documentation of expenses for the Program as prescribed Chapter 1, Section F.

B. PROGRAM REPORTING

No later than fifteen (15) days of the end of each quarter (or end of month with prior GOCF approval), the grantee shall report Program activities and participant data to GOCF using forms provided by GOCF.

Program reports will include all process and outcome measures as described in Annex B-Deliverables, as modified by this Grant Award Agreement.

For auditing purposes the grantee must maintain original Program source documents for direct service activity and information pertaining to participants served by grantee as detailed in Chapter 1, Section F.

C. REIMBURSEMENT: GOCF TO GRANTEE

GOCF shall authorize reimbursement payment to the grantee for Program expenditures that GOCF deems to be in accordance with the terms and conditions of the Grant Award Agreement. Authorization of reimbursement payment is contingent upon GOCF approval of program and financial reporting requirements for each reporting period in accordance with the Grant Award Agreement, Annex A, Annex B, and Annex C.

The Governor's Office of Planning and Budget, acting as the fiscal agent for GOCF, shall have 30 days from the date of GOCF authorization to issue payment to the grantee.

Expenditures for which reimbursement is requested by the grantee must have been paid by the grantee. GOCF will not reimburse expenses incurred but not yet paid. Payment for expenditures for any reporting period shall not constitute a waiver by GOCF of any rights herein, including the right to determine later that the expenditures previously reimbursed were not in accordance with the terms and conditions of this Grant Award Agreement, Annex A, Annex B, and Annex C and then to take the appropriate action.

D. GRANTEE PAYMENT OPTIONS

A paper check may be processed by and mailed directly from the Governor's Office of Planning and Budget to the grantee on behalf of GOCF or by electronic transfer of funds into grantee's checking account. Electronic Funds Transfer Request is available on the GOCF website at www.children.georgia.gov.

E. FINAL PROGRAM REPORT

No later than forty-five (45) days of the end of the grant award period, the grantee shall submit a final Program report as prescribed by GOCF. The final Program report will be a summary of all the direct service activities, and process and outcome measures as identified in Annex A-RFP for the agreement period.

CHAPTER 3: GRANT ADJUSTMENTS AND CHANGES

A. GRANT ADJUSTMENT NOTICE

A Grant Adjustment Notice form (GAN) is used to request project changes and/or correction for any programmatic, administrative, or financial change associated with a grant award. All GANs must be made in writing using a GAN form provided by GOCF.

Grantee must give prompt notification in writing using a GAN form of events or proposed changes which may require an adjustment/notification. In requesting an adjustment, the recipient must set forth the reasons and basis for the proposed change and any other data deemed helpful for GOCF review.

The request will be reviewed by GOCF. Once a decision has been made on the proposed adjustment, the grantee will be notified by GOCF. The notification will be incorporated into the Grant Award Agreement, will become a permanent part of the grant file, and the record will be updated as appropriate.

B. BUDGET ADJUSTMENTS

Grant Closeout Budget Adjustment

The grantee has the authority to make a final closeout budget adjustment between budget categories at the close of the grant period to maximize the expenditure of grant funds. The final closeout budget adjustment is approved as stipulated below.

Grant Closeout Budget Adjustment authority applies to:

1. Budget of \$100,000 or less; a cumulative amount of five percent (5%) of the award amount
2. Budget of \$100,000 or more; a cumulative amount of five percent (5%) of the award or \$10,000, whichever is less

Grant Closeout Budget Adjustment authority does not apply in the following situations:

1. Transfer into budget categories in which no funds were originally budgeted
2. New or additional furniture and equipment items not included in Annex C-Approved Budget
3. Unallowed expenses as indicated in Annex C-Approved Budget
4. Extension of the grant period

Adjustments Requiring Prior GOCF Approval

Adjustments requiring prior GOCF approval are: budget adjustments exceeding 5%, transfer into budget categories in which no funds were originally budgeted, new or additional furniture and equipment items not included in Annex C-Approved Budget, unallowed expenses as indicated in Annex C-Approved Budget, extension of the grant period, change in staff job description and/or percent of time applied to the Program, new contractual services.

Request for staff changes affecting the Program or its administration must be submitted in writing within ten (10) days of the change. Approved changes will be incorporated into the Grant Award Agreement.

C. PROGRAM ADJUSTMENTS

Adjustments in Program activities, scope, duration, activities, or other significant areas are changes that require prior approval from GOCF in writing. These changes specifically include:

- Altering Program activities, purpose and/or changing the site of the Program direct service activity
- Changes in scope that affect the Annex C-Approved Budget, which must follow the budget modifications GAN procedures; and
- Temporary absence (exceeding 3 months) of any GOCF funded staff position and/or contractual service provider.

D. CHANGES TO ADMINISTRATIVE INFORMATION

The grantee may make changes to administrative information as detailed below. GOCF must be notified in writing of administrative changes within ten (10) days of the change.

- Changes to key staff such as name, address, phone number, email address, fax number, cell phone number, title, etc.

- Changes as to the person who is responsible for authorizing and signing official documents such as award documents, Progress Reports etc. These changes include name, address, phone number, email address, fax number, cell phone number, title, etc. Permanent withdrawal or changes to the primary contact (ex: Project Director).
- Temporary absence (3 months or less) of any GOCF funded staff position and/or contractual service provider.
- Changes to mailing address. The grantee may request a change to the organization's mailing address.
- Changes to legal name of grantee's organization. A grantee may request a change to the organization's name evidenced by legal name change documentation(s). A grantee cannot request a change to the vendor number and the type of organization, (i.e. profit vs. non-profit).

CHAPTER 4: ACCOUNTING MANAGEMENT

The grantee is responsible for all aspects of the Program as prescribed by this Grant Award Agreement including proper Program record keeping, accounting and financial record keeping by the grantee. Responsibilities include the accounting of activities, receipts and expenditures, cash management, the maintaining of adequate Program and financial records, and the refunding of expenditures disallowed by audits.

Reviewing Program and Financial Operations – Grantee should be familiar with, and periodically monitor, grantee agency Program and financial operations, records, systems, and procedures. Particular attention should be directed to the maintenance of current financial, process, and outcome data.

Budgeting and Budget Review – Grantee should ensure its agency prepares an adequate budget in accordance with Annex A-Proposal and Approved Budget on which its award commitment will be based. The detail of the Program budget should be maintained on file by the grantee.

Recording Financial Activities – Grantee shall properly account for Program financial activity by establishing and maintaining program accounts which will enable, on an individual basis, separate identification and accounting of grant expenses as prescribed by Annex A-Proposal and Approved Budget. Minimally, financial activities must be recorded on the books of the grantee separately:

- in summary form;
- enabling separate identification for receipt and expenditure of state, federal and matching funds for Program grant award. Source of funds must be identified by state/federal department, state/federal program name and CFDA number (if federal funds) as indicated in Annex A-Proposal and Approve Budget;
- evidenced by financial report forms duly filed for Program financial activity to be supported by receipts for expenses, personnel expenditures supported by separate individual payroll documents; and
- cash match spent toward Program activity as required by Annex A-Proposal and Approved Budget should be recorded and any program income resulting from program operations.

Audit Requirements – Grantee must meet the necessary audit requirements as prescribed by OMB Circular A-133 “Audits of States, Local Governments, and Non-Profit Institutions)

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements - The grantee is required to assure its direct service partner agencies comply with certification requirements

provided in the Federal common rules for lobbying, drug-free workplace, and suspension and debarment. OJP Form 4061/6 is available at the GOCP website, www.children.georgia.gov.

Bonding - The grantee maybe required to provide for adequate fidelity bond coverage if GOCP determines that the grantee lacks sufficient coverage to protect state and federal government interest.

CHAPTER 5: GENERAL TERMS AND CONDITIONS

A. AUDIT AND FINANCIAL REPORTING REQUIREMENTS

Grantee agrees to abide by the auditing and reporting requirements as set forth in Title 50, Chapter 20 of the Official Code of Georgia and OMB Circular A-133 entitled "Audits of States, Local Governments, and Nonprofit Organizations.

<https://www.audits.state.ga.us/nalgad/rlocgovt.html> ;

https://www.audits.state.ga.us/nalgad/Audit_law_OCGA_36-81-7_effective_2004.pdf

Submission of Audit and Financial Reporting - A grantee agrees to submit the required audit and or financial statements to the Georgia Department of Audits, and to the GOCP, within 180 days after the close of the grantee's organizational fiscal year to at the following addresses:

Georgia Department of Audits

Nonprofit and Local Government Audit Division

NPO Review Section

270 Washington Street, Suite 1-156

Atlanta, Georgia 30334-8400

Governor's Office for Children and Families

55 Park Place, NE, Suite 410

Atlanta, Georgia 30303-2529

The Georgia Department of Audits and Accounts for good cause may waive the requirement for completion of an audit within the 180 days. Such waiver shall be for additional period of not more than 90 days, and no such waiver shall be granted for more than two successive years to the same nonprofit agency. Waiver requests must be made directly with the Department of Audits and Accounts.

Penalty for Noncompliance - A grantee that is a nonprofit organization understands that failure to comply with the audit and financial reporting requirements and failure to submit the required reports to the Georgia Department of Audits and Accounts by the specified date will cause the State Auditor to notify the appropriate state organizations to cease all payments to the nonprofit agency and to prohibit the non-profit agency from receiving funds from any state organization for a period of twelve (12) months from the date of notification of such action by the Georgia Department of Audits and Accounts. Failure to comply with these requirements could be cause for the GOCP to suspend payments, to terminate the grant and/or to require a refund of all monies received under the grant.

B. INDEMNIFY

Each party shall indemnify, defend and hold harmless the other parties, its directors, officer, employees, agents, members, parents, partners, general partners, partner agencies, successor, predecessors and affiliates from and against any and all actions, causes of action, claims, demands, liabilities, losses, judgments, damages or expenses and charges of any kind or

nature including interest, reasonable attorney's fees and other costs, expenses and charges which the other may at any time incur or become subject to by reason of any claim or claims:

- a. arising out of the indemnifying party's breach of any provision, warranty or representative of this agreement;
- b. arising out of the indemnifying party's willful acts or omission, negligence, or other similar wrongdoings; or
- c. arising from the indemnifying party's failure to comply with any law or regulation, unless caused by the other.

C. GOVERNING LAW/VENUE

This agreement is governed by and any suit or action arising out of or relating to this agreement shall be brought in the state of Georgia. The parties agree that venue shall be Fulton County, Georgia.

The grantee shall hold harmless GOCF Advisory Board members and GOCF staff from any damage or injury sustained by any person or property in any manner whatsoever arising out of the administration, planning, preparation, development, conducting, and execution of this agreement and the Program. GOCF assumes no liability or responsibility for any damage arising out of this grant or any addendum hereto.

D. ACCOUNTING SYSTEM

Grantee shall establish an accounting system for the grant award. The basic element for sound financial management of grant funds is an accounting system that will provide effective financial control and enable the grantee to classify, summarize, and report financial data as required.

E. TOTAL COST BUDGETING AND ACCOUNTING

Grantee shall account for all funds awarded by this agreement and shall be structured and executed on a "total program cost" basis. That is, total program costs, including Federal funds, State and cash matching funds, and any other fund sources included in the approved project budget or received as program income shall be the foundation for program and fiscal administration, accounting, and audit.

F. COMMINGLING OF FUNDS

Physical segregation is not required of cash deposits or the establishment of any eligibility requirements for funds which are provided to grantee. However, the accounting systems of grantee must ensure that funds are not commingled with funds from other state and federal agencies. Each award must be accounted for separately. Grantee is prohibited from commingling funds on either a program-by-program basis or project-by-project basis.

Funds specifically budgeted and/or received for the Program may not be used to support another program of the grantee. Where the grantee's accounting system cannot comply with this requirement, the grantee shall establish a system to provide adequate fund accountability for each project it has been awarded.

G. SUPPLANTING OF FUNDS

GOCF state and federal pass-through funds must be used to supplement existing funds for Program activities and must not be used to replace funds that have been appropriated for the same purpose at the grantee agency level. Supplanting will be the subject of application review, as well as preaward review, postaward monitoring, and audit. If there is a potential presence of supplanting, the grantee will be required to supply documentation demonstrating that the reduction in non-GOCF state/federal

resources occurred for reasons other than the receipt or expected receipt of GOCF funds. In the case of supplantation of funds, the grantee may be required to repay the funds to GOCF. For certain programs, a written certification may be requested by the awarding agency or recipient agency stating that GOCF state and federal pass through funds will not be used to supplant state, federal or local funds.

H. CHILD ABUSE REPORTS

Any person associated with the Program that has reasonable cause to believe that a child has been or is being abused, shall be required to report or cause report to be made with regard to the abuse as provided in O.C.G.A. 19-7-5.

I. CRIMINAL RECORDS INVESTIGATIONS

A criminal record history investigation (GCIC at minimum) shall be completed by the grantee for any person associated with the direct service activities of the Program (paid and volunteer staff) who will have direct care, treatment, and/or custodial responsibilities for services rendered under this Grant Award Agreement. It is left to the discretion of the grantee to determine the methodology for completing these investigations. Results of the background investigations must be available for review as requested by GOCF staff.

J. INTERNET SECURITY

The grantee is required to establish and enforce an Internet Security Policy when minor participants and/or staff have access (supervised or unsupervised) to the Internet. This includes any technology provided by GOCF funding and technology utilized by participants during a GOCF funded program component. This policy must be on record and available for review at the request of GOCF.

K. NONSMOKING POLICY FOR CHILDREN SERVICES

The grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the grantee and used routinely or regularly for the provision of healthy care, day care, early childhood development services, education or library services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the grantee.

L. PROCUREMENT STANDARDS

The grantee is required to adhere to the most restrictive state and federal procurement standards. Failure to follow the most restrictive regulations may result in an audit exception. Refer to OMB Circulars A-102 (Grants and Cooperative Agreements with State and Local Governments) and 2 CFR Part 215 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations; formerly OMB Circular A-110) for further information on procurement standards.

M. PROPERTY MANAGEMENT

The grantee must follow property management guidelines published by the U.S. Department of Justice, Office of Justice Program, Financial Guide, Part III, and Chapter 6 at <http://www.ojp.usdoj.gov/financialguide/index.htm> .

N. PROGRAM INCOME

Program income is any money received 1) over and above project expenses (profit), and 2) not utilized for the project. Such profit must be noted in the original grant proposal or amendment and would thus reduce the grant award amount. Program income is defined by GOCF as income generated by the direct performance of a grant. For example, income from registration fees is considered program income. GOCF should be contacted for assistance by the grantee if program income is considered a possibility.

O. PUBLICATION ACKNOWLEDGEMENTS

All published material and written reports produced or submitted under this agreement or in conjunction with contracts under this agreement must be originally developed material unless otherwise specifically provided in the grant or contract document. When material, not originally developed is included in a report, it must have the source identified in the body of the report by footnote.

This provision is applicable when the material is in verbatim or extension paraphrase format. All published material and written reports produced in conjunction with the Program must acknowledge that publication was supported in part by a grant from GOCF under a grant from {enter name of appropriate federal/state funding source}. Provision should be contained in the contract to contain a statement on the title page as follows:

"This project was supported in part by the Governor's Office for Children and Families through {federal/state funding source}. Points of view or opinions stated in this document are those of the author(s) and do not necessarily represent the official position or policies of the Governor's Office for Children and Families or the {federal/state funding source}."

P. RIGHTS IN DATA AND COPYRIGHTS

GOCF, the state and the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for GOCF, state, federal government purposes the copyright in any work developed under this agreement and any rights or copyright to which grantee purchases ownership with support of GOCF funds.

CHAPTER 6: TERMINATION FOR CONVENIENCE OR FOR CAUSE

GOCF may terminate the Grant Award Agreement in whole or part for cause at any time for failure of the grantee to perform any of the provisions hereof.

Fraudulent, misleading or misrepresented information presented to GOCF or its representative(s) will be grounds for immediate termination of the grant. This will result in all grant funds being refunded to GOCF by the grantee. Termination will also result if grantee fails to comply with any applicable provision of federal or state law or regulation. The grantee agrees to reimburse GOCF for any disallowances identified by an audit arising from the grantee's performance or non-performance under this grant.

Should GOCF exercise its right to terminate this agreement under the provision of this section, the grantee shall be notified in writing of the specific reason(s) for termination and the date upon which the agreement will be terminated in whole or part.

The grantee may terminate this agreement in whole or part if the grantee is unable or unwilling to perform any provisions hereof. Should the grantee exercise the right to terminate this agreement under the provision of this chapter, the grantee agent shall notify GOCF in writing of the specific reason(s) for termination and the date upon which the agreement will be terminated. The termination date shall be no more than thirty (30) days after the date of the termination notification letter.

Upon written notification of the termination of the agreement, the grantee shall cancel as many outstanding obligations as possible and shall incur no new obligations. The grantee shall submit the final Program and final financial reports in the format prescribed by GOCF. The grantee shall submit the final Program and financial reports for approval by GOCF no later than forty-five (45) days from the grant termination date.

The amount of the final payment will be determined by comparing the total amount of approved Program expenditures paid by the grantee during the agreement period with the total amount of payments made to the grantee by GOCF during the grant award agreement period. If grantee expenditures exceed GOCF payments, the GOCF will reimburse the grantee for the amount of the difference. If GOCF payments exceed grantee approved expenditures, the grantee will pay GOCF the amount of the difference.

GOCF shall not be liable for damages for the grantee's breach of its obligation(s). GOCF shall have the right to recover damages caused by the grantee's breach of its obligation(s). This remedy is in addition to any other remedies provided by law and/or the terms and conditions of Grant Award Agreement. In the event of termination of this agreement by GOCF, the grantee shall be limited to actual damages in the event that the GOCF actions were unlawful.

CHAPTER 7: STATE AND FEDERAL FUNDING SOURCES

The following is a listing of state and federal pass through funds utilized by GOCF for the purposes of this Grant Award Agreement as indicated in Annex A-Proposal and Approved Budget.

A. STATE FUNDS

State Funds Governor's Office for Children and Families, an Agency of the State of Georgia through appropriations from the Georgia General Assembly

B. FEDERAL FUNDS

CFDA 16.540 U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, Formula Grants

CFDA 16.548 U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, Title V Prevention Grants

CFDA 16.727 U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, Enforcing the Underage Drinking Laws Program

CFDA 16.523 U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, Juvenile Accountability Block Grants

CFDA 93.590 U.S. Department of Health and Human Services, Administration for Children and Families, Community Based Child Abuse Prevention and Treatment Act.

CHAPTER 8: RESOURCE DOCUMENTS

This grant award agreement incorporates by reference the provisions of OMB circulars/CFRs and government-wide common rules applicable to grants. These circulars and common rules include the following:

A. FEDERAL OMB CIRCULARS/CODE OF FEDERAL REGULATIONS

Administrative Requirements	
OMB Circular A-102	"Grants and Cooperative Agreements With State and Local Governments."
2 CFR Part 215	"Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" (codified at 28 Code of Federal Regulations (CFR) Part 70) (formerly known as OMB Circular A-110)

Cost Principles	
2 CFR Part 220	"Cost Principles for Educational Institutions"(codified at 28 CFR Part 66, by reference) (formerly known as OMB Circular A-21)
2 CFR Part 225	"Cost Principles for State, Local, and Indian Tribal Governments" (codified at 28 CFR Part 66, by reference) (formerly known as OMB Circular A-87)
2 CFR Part 230	"Cost Principles for Non-Profit Organizations"(formerly known as OMB Circular A-122)

Audit Requirements	
OMB Circular A-133	"Audits of States, Local Governments, and Non-Profit Institutions" (codified at 28 CFR Parts 66 and 70).

Government-Wide Common Rules	
O.C.G.A. 50-20	Official Code of Georgia Annotated, Title 50, Chapter 20 Relations with Nonprofit Contractors
28 CFR Part 66	Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Units of Governments, (Grants Management Common Rule for State and Local Units of Governments.)
28 CFR Part 83	Government-wide Debarment and Suspension (Nonprocurement) (codified at 28 CFR Part 67) and "Government-wide Requirements for Drug-Free Workplace (Grants)" (codified at 28 CFR Part 83).
28 CFR Part 69	New Restrictions on Lobbying
28 CFR 38.1 and 38.2	Equal Treatment Regulation, addresses the principle that religious affiliation (faith-based) organizations should be able to compete on an equal footing with other organizations for funding.

B. OTHER AVAILABLE RESOURCES

1. Federal rules and regulations website: [Regulations.gov](http://www.regulations.gov). and <http://www.whitehouse.gov/omb/circulars/index.html>
2. Travel regulations published by State Accounting Office, Georgia website: www.sao.georgia.gov
3. Faith-based organizations: www.hhs.gov/fbci/final.html and www.whitehouse.gov/government/fbci/guidance/index.html
4. Child Abuse and Neglect Prevention Programs
 - Child Abuse Prevention Programs: www.acf.hhs.gov/programs and www.childwelfare.gov
 - Community Based Child Abuse Prevention (CBCAP): www.friendsnrc.org/CBCAP

STATE OF GEORGIA

COUNTY OF FULTON

A RESOLUTION TO AUTHORIZE AMENDING THE 2011 BUDGET FOR INCREASED FUNDING FOR THE SANDY SPRINGS POLICE DEPARTMENT'S CHILD SEXUAL EXPLOITATION UNIT.

WHEREAS, The City of Sandy Springs has received a grant award of \$75,645 from the Governor's Office for Children and Families; and

WHEREAS, no matching funds are required for this grant program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

That they do hereby authorize the Finance Department to increase the 2011 budget in the amount of \$75,645 for the grant award from the Governor's Office for Children and Families.

RESOLVED this 15th day of March, 2011.

Approved:

Eva Galambos, Mayor

Attest:

Michael Casey, City Clerk