Burlington Fire Department

BUSINESS OFFICE
Three North Avenue
Burlington, Vermont 05401-8378
(802) 864-4552 • (802) 658-2700 (TTY)
Business Fax (802) 864-5945 • Central Station Fax (802) 865-5387

TO: BOARD OF FINANCE and CITY COUNCIL

FROM: Lise E. Veronneau, Business Manager
BURLINGTON FIRE & POLICE DEPARTMENTS

DATE: July 1, 2013

RE: *Vermont Department of Public Safety Grant*
AGREEMENT # 02140-71152-101

This is a request from the **Burlington FIRE Department** to the Board of Finance and City Council to **accept this grant** to conduct training for Task Force Leader and Rescue Team Leaders that could not be scheduled with the grant previously approved by the BOF, namely #02140-70132-202 and therefore a new grant needed to be applied for, awarded and now accepted by the City.

Attached is the New Training Grant. This is the exact same money that we were awarded on Grant# 202. The current grant, as you know, closed out on June 30th because it was 2010 Funds. So to be able to keep the funding awarded for the trainings they had to award a separate Grant.

The State of Vermont, Department of Public Safety funding in the amount of $82,263.42 has been approved per the attached grant.

Grant begins on June 25, 2013 and ends on December 31, 2013.

There is no match requirement for this grant.

A resolution has been drafted and forwarded to the City Attorney to accept the grant and associated budget amendments including the following budget change:

INCREASE:

Revenue:	
Account 101-15-044-4875_115 (Grant Public Safety Operating)	$ 82,263.42
Expense:	
Account 101-15-044-5100 (Overtime)	$65,763.42
Account 101-15-044-5200_105 (Minimum Staffing)	$ 6,000
Account 101-15-044-5400_100 (Employee Medi-FICA tax)	$ 1,500
Account 101-15-044-6700_110 (Travel & Training Materials)	$ 6,400
Account 101-15-044-6800_140 (Fees for Services-Hospitality)	$ 2,600
TOTAL	$82,263.42

Attached is the grant award document. Additional supporting documentation can be made available upon request. The purchasing guidelines with the State of Vermont for grants and City of Burlington will be followed.

CC: Seth Lasker, Fire Chief

Programs and services of the Burlington Fire Department are accessible to people with disabilities
For accessibility information, call 864-4554 or TTY 658-2700.

VERMONT

STATE OF VERMONT
STANDARD SUBGRANT AGREEMENT
(Federal Fund Source to Non-State Recipient)

VERMONT DEPARTMENT OF PUBLIC SAFETY

AGREEMENT # 02140-71152-101

Burlington, City of / Burlington City Fire Department

DPS/GMU Use Only

☐ *SAM checked for DUNS currency and subrecipient exclusions Date: _____ Initial: _____*
https://www.sam.gov/portal/public/SAM/

☐ *DPS Restricted Parties List checked Date: _____ Initial: _____*

☐ *Risk Assessment completed Date: _____ Initial: _____*

VISION Vendor # _____ Address # _____

Entered In: ☐ VISION Date: _____ Initial: _____

Entered In: ☐ FFATA (if over $25K) Date: _____ Initial: _____

VERMONT
DEPARTMENT OF PUBLIC SAFETY

Parties: This is a Subgrant Agreement between the State of Vermont, **Department of Public Safety** (hereinafter called "State"), and Burlington, City of / Burlington City Fire Department (hereinafter called "Subrecipient"). Subrecipient ☐ is/ ☒ is not required by law to have a Business Account Number from the Vermont Department of Taxes. The Account Number is #

Subrecipient Federal Tax Identification Number: 03-6000410.
Subrecipient DUNS Number: 831368092.

Subrecipient Addresses:

Mailing	Physical*
149 Church Street	1 North Avenue
Burlington	Burlington
Vermont	Vermont
05401	05401

*As provided on the CCR Registry
PO Box not acceptable

Subject Matter: The subject matter of this Subgrant Agreement is State Homeland Security Grant Program-Training.
Detailed services to be provided by the Subrecipient are described in Attachment A.

Subgrant Term: The period of performance (effective dates) of this subgrant shall begin on the later of June 25, 2013 or the date the Department of Public Safety authorized representative(s) signs this agreement; and the period of Subrecipient's performance shall end on **December 31, 2013.** ***State will not reimburse any expenses incurred prior to the execution date of this agreement. The execution date is defined as the date the Department of Public Safety representative(s) signs this agreement.***

Maximum Amount: In consideration of the services to be performed by Subrecipient, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **$82,263.42.**

Source of Funds:

Federal Funds 100 % Other Funds _____ %

Match required: Yes ☐ No ☒ If Yes _____%, $ _____ If maximum reimbursement is sought.

CFDA Title:	State Homeland Security Grant Program
CFDA Number:	97.067
Award Name:	FY 11 Homeland Security Grant Program
Award Number:	EMW-2011-SS-00038
Award Year:	2011
Federal Granting Agency	U. S. Department of Homeland Security

Research and Development Grant Yes ☐ No ☒

Amendment: No changes, modifications, or amendments in the terms and conditions of this subgrant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.

Cancellation: This Subgrant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.

Contact persons: The Subrecipient's contact person for this award is: Deputy Chief Bruce Bourgeois. Telephone Number: 802-658-7661. E-mail address: Acollette@burlingtonvt.gov.

Fiscal Year: The Subrecipient's fiscal year starts (month) July and ends (month) June.

Public Safety Subgrant Contacts:

Project Workcenter	Grants Management Unit
Name: Michael Manning	Name: Kimberly Cruickshank
Phone: (802) 241-5414.	Phone: (802) 241-5416
E-Mail: Michael.Manning@state.vt.us	E-Mail: Kimberly.Cruickshank@state.vt.us

Attachments: This Subgrant Agreement consists of 16 pages including the following attachments that are incorporated herein:

Please initial that you have read and understand each Attachment

_____Attachment A - Scope of Work to be Performed

_____Attachment B - Payment Provisions

_____Attachment C - Customary State Subgrant Provisions

_____Attachment D - Other Provisions

_____Attachment E – Funding Source Special Conditions

We, the undersigned parties, agree to be bound by this subgrant agreement, its provisions, attachments and conditions contained herein.

STATE OF VERMONT	***SUBRECIPIENT***
Department of Public Safety	**Authorized Representative**
By:	**By:**
_____	_____
Keith Flynn	
Commissioner	Title: _____
Date:_____	Date: _____

Your signature on this agreement attests to the acceptance of all provisions, attachments and conditions contained herein.

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

Objective: SHSP supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from acts of terrorism and other catastrophic events.

The subrecipient agrees to the below which have been approved by the Homeland Security Unit. The sub-recipient may-not change any information listed below. Any alternate information must be approved **in writing** by the Homeland Security Unit.

Activity to be Performed:

Training Estimated Cost:

Machinery Extrication Course
TBD
(28 Members) $ 41,943.42

Structural Collapse Refresher Course
TBD
(28 Members) $ 40,320.00

Total $ 82,263.42

Performance Measures:

1. Burlington Fire Department will ensure national standards and successful completion of trained members of the USAR team in the above trainings.

ATTACHMENT B
PAYMENT PROVISIONS

The State agrees to compensate the Subrecipient for services performed up to the maximum amounts stated below provided such services are within the scope of the subgrant and are authorized as provided for under the terms and conditions of this subgrant.

TOTAL AWARD AMOUNT: **$ 82,263.42**

Provide detailed subgrant budget information here:

Salaries & Benefits	$ 82,263.42

During the performance of this subgrant, any of the cost categories may be increased or decreased by up to 10% with the approval of the DPS Grant Management Unit contact shown on page 3 provided the Total Award Amount is not exceeded.

PROGRAMMATIC REPORTING REQUIREMENTS:

Program Progress Reports are due no later than the fifteenth of the month following the quarter being reported, (January 15, April 15, July 15, and October 15).
Submit to the Vermont Homeland Security Unit
Questions: Please contact Lt. Michael Manning at Michael.Manning@state.vt.us.

The subrecipient must submit programmatic reports using either the DPS Subgrant Progress Report Form or another format that includes all information required on the DPS form.

The sub recipient must submit a Subgrant Closeout Report to the Vermont Department of Public Safety no later than 30 days after the end date of the subgrant. In the event complying with this provision becomes impossible, contact the DPS Program Workcenter contact shown on page 3.

FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:

Please be sure to have the following when submitting the Request for Reimbursement form: Agenda, Roster, Invoice, Copy of Receipt, Copy of Timesheets for attendees, Copy of Schedule which includes time at training, Department Schedule, Who works what shift, Hourly Rates, Copies of Pay, Workmen's Comp rate w/back up documentation of rate, Map quest printout for mileage, if applicable, Unemployment rate w/ backup documentation of rate, Backfill info: timesheet, hourly rate, copies of pay, if applicable, Backfill-who worked for whom, and any other information requested by Grant Manager.

The State, at its discretion, will reimburse the Subrecipient by one of the following options depending on the needs of the Subrecipient and their standing with the State at the time they request such reimbursement:

Limited cash advance. Subgrantees must submit the DPS Financial Report form with detailed documentation of incurred expenses marked "Received not paid" to receive payment.

Reimbursement in arrears of expenditures with attached documentation. Subgrantees must submit the DPS Financial Report form with detailed documentation of incurred expenses paid to receive payment.

Requests for reimbursement or payment must be requested using a Vermont Department of Public Safety Financial Report Form. Requests for reimbursement must be submitted to the Vermont Department of

Public Safety, Grants Management Unit no later than the end of the month following the month in which the expenses were incurred.

DPS will not make any payments on this subgrant unless the subrecipient meets all provisions of the subgrant.

Subrecipients will submit their reimbursement requests with any required documentation attached to the form at the time of submission to their respective Grants Management Unit subgrant manager(s) at:

Name:	Kimberly Cruickshank
	Vermont Department of Public Safety/GMU
Address	103 South Main Street
	Waterbury, VT 05671-2101

ATTACHMENT C
STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.

3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. **Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. **Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

   The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

   After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

   The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance**: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage's are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage's and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

   Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

$1,000,000 Per Occurrence
$1,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insurers for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: $1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insurers for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and if this Subrecipient expends $500,000 or more in federal assistance during its fiscal year, the Subrecipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

   The Subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the Party.

   A Subrecipient is exempt if the Party expends less than $500,000 in total federal assistance in one year.

   The Subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through Party and any other pass-through Party that requests it within 9 months. If a single audit is not required, the Subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the Subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the Finance & Management Web page at: http://finance.vermont.gov/forms

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. **Fair Employment Practices and Americans with Disabilities Act**: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. **Set Off**: The State may set off any sums, which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. **Taxes Due to the State**:

    a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

    b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

    c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

    d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. **Child Support**: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

    a. is not under any obligation to pay child support; or
    b. is under such an obligation and is in good standing with respect to that obligation; or
    c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

    Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. **Sub-Agreements**: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include all subcontract or subgrant agreements and a tax certification in accordance with paragraph 11 above.

16. **No Gifts or Gratuities**: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. **Copies**: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

19. **Certification Regarding Use of State Funds:** In the case that Party is an employer and this Agreement is a State Funded Grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

(End of Standard Provisions)

ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Safety determines to award the covered transaction, grant, or other agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this subgrant, the subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The subrecipient can confirm the status of potential vendors by conducting a search on the Excluded Parties List System website (www.EPLS.gov). At this time, DPS does not require sub recipients to submit proof of verification with any reimbursement request; however, the sub recipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C, paragraph 10.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (GRANTEES OTHER THAN INDIVIDUALS)

(1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: The Place of Performance is the address provided on the Standard Grant Agreement.

___ Check if there are workplaces on file that are not identified here.

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

(1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

(2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

4. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS

1. All subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
    a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing and other review controls.
    b. All subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of a subgrant award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
    a. Presents, classifies and retains all detailed financial records related to the subgrant award. Financial records must be retained by the subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except that records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three year period, whichever is later.
    b. Provides information for planning, control and evaluation of direct and indirect costs;
    c. Provides cost and property control to ensure optimal use of the grant funds;
    d. Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:
    a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
        i. having new or substantially changed systems
        ii. having new compliance personnel
        iii. loss of license or accreditation to operate program
        iv. organizational restructuring.

5. SUPPLEMENTING NOT SUPPLANTING:

Federal funds must be used to supplement and not replace (or supplant) local or state funds which have been appropriated for the same purpose. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

6. FOLLOWING SUBRECIPIENT PROCEDURES:

The undersigned certifies that the subrecipient organization has in place standard policies and procedures that govern the subrecipient's payroll, purchasing, contracting and inventory control in accordance with OMB A-87, Appendix A, Section C 1.e. The undersigned further certifies that the subrecipient organization will use those policies and procedures for any approved expenditure under this subgrant and for any equipment purchased with subgrant funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the subrecipient from requirements of federal financial management, requirements in Circulars A-133, A-110, A-122, A-87 or other applicable Circulars, CFRs and requirements in the various federal departments' grant management documentation nor does this imply that local policies and procedures supersede federal directives.

ATTACHMENT E
FUNDING SOURCE SPECIAL CONDITIONS

- By taking receipt of the equipment granted in this award, the sub grantee agrees to conduct and/or participate in one HSEEP compliant discussion based exercise (Seminar, Workshop or Tabletop) specific to the capability being built with this award within the 12 month period after the end of the grant term. Exercise activity must be coordinated through the Vermont Homeland Security Unit.

- 20 V.S.A. § 2833. Reports to fire marshal. Incident reports must be submitted to the National Fire Incident Reporting System within 15 days after the end of the previous month as a condition for any and all grant awards.

- Progress must be shown relating to Improvement Plans developed as a result of Exercises funded with Federal Emergency Preparedness Grants after Federal Fiscal Year 2005 prior to new Sub-Grants being issued. Progress is defined as implementing two or more accepted actions from Improvement Plans since the last grant was awarded. Once a jurisdiction or agency certifies that progress has been made, they must be able to produce all appropriate documentation as requested.

- Recipients of this award must be compliant with the National Incident Management System activities set forth in the Vermont's NIMS Implementation Plan. As outlined in HSPD-5 (National Incident Management) DHS mandates that States begin the process of institutionalizing NIMS. The sub recipient agrees to incorporate NIMS into existing training programs and exercises; incorporate NIMS into Emergency Operations Plans (EOP's); promote intrastate mutual aid agreements and institutionalize the use of the Incident Command System. Once mutual aid agreements have been executed, the sub recipient must provide copies to their Local Emergency Planning Committees.

- A high priority is placed on ensuring that all awards reflect regional coordination and regional integration.

- **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Sub recipient under this Grant Agreement shall be approved/reviewed by the State prior to release.

- **Data Collection:** The sub 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.

This subgrant is subject to the requirements of all federal laws, policies and bulletins. Most notably
2 CFR 180 OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)
2 CFR 215 (formerly A-110) Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,
2 CFR 220 (formerly A-21) Cost Principles for Education Institutions,
2 CFR 225 (formerly A-87) Cost Principles for State, Local and Indian Tribal Governments,
2 CFR 230 (formerly A-122) Cost Principles for Non-Profit Organizations, and
A-133 Audits of States, Local Governments and Non-Profit Organizations.

These referenced documents can be found at:
http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=%2Findex.tpl

This subgrant is also subject to the requirements of the State of Vermont grant and audit policies. The most pertinent bulletins and addendums are:

Bulletin 5, Single Audit Policy For Subgrants
Addendum 5.0 - issued 12/5/08
Addendum 5.0 - issued 4/21/2009
Bulletin 5.5, State Grant Monitoring Policy
Bulletin 5.5 Supplement, State Grants Plan Guidelines
Addendum 5.5 - issued 12/5/08

The following references are for Federal Agency specific requirements which subgrants of the agency's funds must comply. Grants managers should delete those references that do not apply to the funding source for the subgrant.

This subgrant is subject to the requirements for the federal agency providing the funds. The link below will connect to the appropriate CFR:

CFR 44 – Emergency Management Assistance:
http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr;sid=1c469db093c5f86e3e7cf10c768b92d3;rgn=div5;view=text;node=44%3A1.0.1.1.13;idno=44;cc=ecfr