



BURLINGTON POLICE DEPARTMENT

1 North Avenue
Burlington, Vermont 05401

Michael E. Schirling
Chief of Police

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TO: Members of the Burlington Board of Finance and City Council

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

DATE: June 13, 2011

RE: **2011 Community Drug Interdiction Program** (CDIP) \$ 9,000 Grant
Grant Agreement # #02140-12312-1203

This is a request from the **Burlington POLICE Department to accept a \$9,000 Grant** from the State of Vermont, Department of Public Safety, Non-Federal Agreement for Community Drug Interdiction Program to cover overtime hours expended to conduct drug related investigations or interdiction operations.

No matching funds required.

Period from July 1, 2011 to June 30, 2012.

A complete packet including the grant award and cover page is available to the Board of Finance and City Council.

CC: Michael E. Schirling, Chief of Police



**STATE OF VERMONT
STANDARD GRANT AGREEMENT NON-FEDERAL**

VERMONT DEPARTMENT OF PUBLIC SAFETY

CITY OF BURLINGTON/BURLINGTON POLICE DEPARTMENT

AGREEMENT # 02140-12312-1203

Suspension and Debarment List checked

Signature of Grants Management Specialist or Grant Manager

STANDARD NON-FEDERAL FUND GRANT AGREEMENT FORM FOR NON-STATE AGENCY USE ONLY

IF ANY PORTION OF THE FUNDING FOR THIS AGREEMENT IS FEDERAL THIS FORM CANNOT BE USED



VERMONT DEPARTMENT OF PUBLIC SAFETY

State of Vermont
Standard Grant Agreement

Agreement #02140-12312-1203

Parties: This is a Grant Agreement between the State of Vermont, Department of Public Safety, Division of Vermont State Police (hereinafter called "State"), and City of Burlington/Burlington Police Department. with principal place of business 1 North Ave., Burlington, VT 05401 (hereinafter called "Grantee"). Grantee's Vermont Department of Taxes Business Account Number is: # [redacted]. If grantee does not have a Business Account Number, it is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.

Subject Matter: The subject matter of this Grant Agreement is Community Drug Interdiction Program 2012 Overtime only grant. Detailed services to be provided by the Grantee are described in Attachment A.

Grant Term: The period of Grantee's performance shall begin on July 1, 2011 and end on June 30, 2012. The 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 Grantee, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$9,000.00.

Source of Funds: 2012 Community Drug Interdiction Program

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

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

Contact persons: The Grantee's contact person for this award is: Name M. Schirling; Telephone Number 802-658-2704; E-mail address mschirling@bpdvt.org

Attachments: This Grant consists of 10 pages including the following attachments that are incorporated herein: Attachment A - Scope of Work to be Performed Attachment B - Payment Provisions Attachment C - Customary State Grant Provisions Attachment D - Other Provisions

Public Safety Grant Contact person: Susan Blain Telephone No.: 802-241-5360

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

STATE OF VERMONT

GRANTEE

By:

By:

Commissioner

Name: MICHAEL SCHIRLING Date: 6/10/11

Department of Public Safety

(Print)

Date:

Address:

1 N. AVE
BURL. VT 05401

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

This grant agreement is for the purpose of reimbursing the sub recipient for costs associated with Overtime hours worked for the Community Drug Interdiction Program (CDIP)

The Police Department is aware of the illegal drug problem affecting all communities within the State of Vermont. Resources have not been available to adequately investigate the many different levels of drug violators.

The goal of this project is to disrupt illicit drug trafficking through an effective drug enforcement strategy, via:

Providing an effective means of identifying people and places frequently involved in drug transactions.

Engaging in active drug enforcement to deter criminal activity within our community and state, and

Disruption of regional drug supply networks by identifying and arresting drug violators.

The funding from this grant is for approved overtime only, after the award start date for existing law enforcement officers working directly on this program.

The Department's activities should include the monitoring and investigation of local drug dealers and responding to citizen complaints. Departments should obtain all necessary evidence needed to successfully investigate and prosecute drug violators within the state.

PROGRAM-SPECIFIC SPECIAL CONDITIONS

Requests for reimbursement must be accompanied by signed and approved employee time sheets and payroll register of pay period that OT funds are requested for. The Police department is responsible for supplying these with their reimbursement requests. Documentation of incidents must accompany the reimbursement request (drug case # along with the OT hours worked)

All reimbursement requests are to be processed monthly and are due no later than 30 days after the end of the month. Grant expenditures may not commence until all required signatures are obtained. A copy of the signature page with both signatures will be forwarded.

Attached is the Risk Assessment link which is required to be completed yearly by the Police & Sheriff's Departments before the middle of January.
<http://www.surveymk.com/s/SFVZSTB>

Please initial after reading the special conditions

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Grantee for services and/or products purchased not to exceed \$ 9,000.00 provided such services/products are within the scope of the grant and are authorized as provided for under the terms and conditions of this grant.

PAYMENT TERMS:

The State, at its discretion, will reimburse the Grantee by one or more of the following optional alternatives depending on the needs of the Grantee and their standing with the State at the time such reimbursement is requested:

- Limited cash advance in accordance with the Department of Public Safety's then existing procedures.
- Reimbursement in arrears of expenditures with attached documentation as such is then defined by the Department of Public Safety's existing procedures.**
- Reimbursement in arrears of expenditures without attached documentation.

Grantees will submit their reimbursement requests to their respective grant manager(s) using the Department of Public Safety Financial Report Form Any required documentation must be attached to this form at the time of submission.

Liquidation:

A financial statement is due within 45 days of the close of the state fiscal year detailing the expenditures and any fund balances as of June 30. All documentation shall be retained by the Grantee for a period of three years following the close of the grant and shall be made available to any authorized representative of the Department of Public Safety for purposes of audit.

ATTACHMENT C CUSTOMARY PROVISIONS

1. **Entire Agreement:** This Grant Agreement 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 Grant Agreement will be governed by the laws of the State of Vermont.
3. **Appropriations:** If this Grant Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Grant, the State may suspend or cancel this Grant at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.
4. **No Employee Benefits For Grantee:** The Grantee understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation and 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 Grant Agreement. The Grantee 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 Grantee, and information as to grant income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes, if required.
5. **Independence, Liability:** The Grantee will act in an independent capacity and not as officers or employees of the State. The Grantee shall indemnify, defend and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Grantee's acts and/or omissions in the performance of this Grant.
6. **Insurance:** Before commencing work on this Grant the Grantee must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Grantee to maintain current certificates of insurance on file with the State through the term of the Grant.

Workers' Compensation: With respect to all operations performed, the Grantee 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 grant, the Grantee 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 products aggregate
- \$ 50,000 Fire Legal Liability

Automotive Liability: The Grantee shall carry automotive liability insurance covering all owned, non-owned and hired vehicles, used in connection with the Grant. Limits of coverage shall not be less than:

- \$1,000,000 Combined single limit

No warranty is made that the coverage's and limits listed herein are adequate to cover and protect the interests of the Grantee for the Grantee's operations. These are solely minimums that have been set to protect the interests of the State.

7. **Reliance By the State on Representations:** All payments by the State under this Grant Agreement will be made in reliance upon the accuracy of all prior representations by the Grantee, including but not limited to bills, invoices, progress reports and other proofs of work.
8. **Records Available for Audit:** The Grantee will maintain all books, documents, payroll papers, accounting records, and other evidence pertaining to costs incurred under this Grant Agreement and make them available at reasonable times during the period of the Grant and for three years thereafter for inspection by any authorized representatives of the State. 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 Grant Agreement.
9. **Fair Employment Practices and Americans with Disabilities Act:** Grantee agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Grantee 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 Grantee under this Grant Agreement. Grantee further agrees to include this provision in all subgrants.
10. **Set Off:** The State may set off any sums which the Grantee owes the State against any sums due the Grantee under this Grant 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.
11. **Taxes Due To The State:**
 - a. Grantee 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. Grantee certifies under the pains and penalties of perjury that, as of the date the Grant Agreement is signed, the Grantee 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. Grantee understands that any payment under this Grant Agreement may be withheld if the Commissioner of Taxes determines that the Grantee 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. Grantee also understands the State may off-set taxes (and related penalties, interest, and fees) due to the State of Vermont, but only if the Grantee has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Grantee has no further legal recourse to contest the amounts due.
12. **Child Support:** (Applicable if the Grantee is a natural person, not a corporation or partnership.) Grantee states that, as of the date the Grant 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.

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

13. **Subgranting:** Grantee shall not assign or subgrant the performance of this Grant or any portion thereof to any other Subgrantee without the prior written approval of the State. They must advise their Grantees of requirements imposed on them by state laws, regulations, and the provisions of contracts or grant agreements

as well as any supplemental requirements imposed by the state granting entity. They must also set up a plan for monitoring those Grantees' use of the funds.

14. **No Gifts or Gratuities:** Grantee shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Grant Agreement.
15. **Copies:** All written reports prepared under this Grant Agreement will be printed using both sides of the paper.
16. **Suspension and Debarment:** Grantees are prohibited by State of Vermont Suspension and Debarment Policy & Procedures (Policy #1) from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred by the Federal Government. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and non-procurement transaction (grants). By signing this Grant Agreement, current Grantee certifies as applicable, that the grantee organization and its principals are not suspended or debarred by GSA from federal procurement and non-procurement programs. **(Also see Attachment D for full explanation of the Certified Assurances and required signatures.)**

**ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS**

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

Signature of this form provides for compliance with certification requirements contained herein. 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 non-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) 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 Grantees 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.

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. DRUG-FREE WORKPLACE

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 statute 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.

ORGANIZATIONAL AND FINANCIAL REQUIREMENTS:

1. All Grantees 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. Grantees 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 Grantees 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. Grantees must have an adequate system of internal controls which:
- Presents, classifies and retains all detailed financial records related to the subgrant award. Financial records must be retained by the Grantee 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.
 - Provides information for planning, control and evaluation of direct and indirect costs;
 - Provides cost and property control to ensure optimal use of the grant funds;
 - 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.

SUPPLEMENTING NOT SUPPLANTING:

Non-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.
(May 2, 2006 section added).

For Profit Entities only: Grantees who are for profit entities shall be subject to all the requirements and conditions of State of Vermont Agency of Administration Bulletins 5 and 5.5 as appropriate. The Department of Public Safety conducts financial audits of Grantees in accordance with the requirements of these documents and any amendments thereto.
(December 1, 2006 section added)

Your signature on the Standard Grant Agreement attests to the acceptance of all provisions, attachments and conditions contained herein.