



BURLINGTON POLICE DEPARTMENT

1 North Avenue
Burlington, Vermont 05401

Michael E. Schirling
Chief of Police

Phone (802) 658-2704
Fax (802) 865-7579

To: Board of Finance
From: Michael Schirling, Chief of Police
CC: Mayor Bob Kiss
Police Commission
Re: Grant – License Plate Reader
Date: June 21, 2011

Over the last few years law enforcement technology has evolved in a variety of ways to assist officers and investigators with tasks that have historically been done manually. One of the recent advances is the development of automated license plate readers (LPR's) that mount on police vehicles. These systems have been used around the nation, including Vermont, for some time.

LPR's are capable of reading license plates as the vehicle is moving, running checks on those plates against stolen or wanted vehicle databases, and recording license plate information when responding to crime scenes. In Vermont, they have been credited with generating leads that have led to the apprehension of a suspect involved in multiple bank robberies, and in assisting in numerous other investigations.

Each of the roles played by the LPR is not new to policing as they have all been done manually in the past (as they will continue to be even with the advent of LPR technology).

This week we were advised that we had received a grant through the Vermont Department of Public Safety to purchase a LPR. Attached is that grant for your review and approval.

Once the grant is accepted, we will develop policy and procedure regarding the deployment and use of the LPR. That policy, as with all others, will be vetted through the Police Commission. It will contain clear rules regarding when LPRs can and cannot be used and how information gathered by an LPR may be used in an investigation.

Please do not hesitate to contact me should you have further questions.



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Michael E. Schirling
Chief of Police

Phone (802) 658-2704
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TTY/TDD (802) 658-2700

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

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

DATE: June 15, 2011

RE: VERMONT DEPARTMENT OF PUBLIC SAFETY
AGREEMENT # 02140-79252-005

This is a request from the **Burlington POLICE Department to accept a \$22,460.00 Grant** from State of Vermont, Department of Public Safety, to purchase a **License Plate Reader**.

The grant is 100% Federal funds.

However, the grant expires on September 30, 2011 and therefore requires expedient processing. 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
Andy Higbee, Deputy Chief



**STATE OF VERMONT
STANDARD GRANT AGREEMENT
VERMONT DEPARTMENT OF PUBLIC SAFETY**

AGREEMENT # 02140-79252-005

City of Burlington Treasurer / Burlington Police Department

- Suspension and Debarment List checked
- Central Contractor Registry (CCR) checked
- Risk Assessment completed

Signature of Grants Management Specialist or Grant Manager



VERMONT DEPARTMENT OF PUBLIC SAFETY

State of Vermont
Standard Grant Agreement

Agreement #02140-79252-005

Parties: This is a Grant Agreement between the State of Vermont, **Department of Public Safety** (hereinafter called "State"), and city of Burlington Treasurer / Burlington Police Department with principal place of business at 1 North Avenue, Burlington, VT 05401 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: 614816635
Subrecipient Full Physical Address as provided on the CCR Registry (PO Box not acceptable):
1 North Avenue, Burlington, VT 05401

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

Grant Term: The period of Subrecipient's performance shall begin on June 14, 2011 and end on September 30, 2011. "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 Subrecipient, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$22,460.00

Source of Funds: Federal Funds 100 %
Match required: Yes No If Yes: \$ N/A

<u>CFDA Title</u>	<u>State Homeland Security Grant Program</u>
<u>CFDA Number</u>	<u>97.067</u>
<u>Award Name</u>	<u>FY 09 Homeland Security Grant Program;</u>
<u>Award Number</u>	<u>2009-SS-T9-0075;</u>
<u>Award Year</u>	<u>2009;</u>
<u>Federal Granting Agency</u>	<u>U. S. Department of Homeland Security;</u>
<u>Research and Development Grant?</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> .

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 Subrecipient.

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 Subrecipient's contact person for this award is: Andi Higbee, Deputy Chief
Telephone Number: 802-540-2111 E-mail address: ahigbee@bpdvt.org

**State of Vermont
Standard Grant Agreement**

Agreement #02140-79252-005

Fiscal Year: The Subrecipient's fiscal year starts July and ends June

Attachments: This Grant consists of 13 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: Jason E. Gosselin Telephone No.: 802-241-5445
E-mail address: jgosseli@dps.state.vt.us

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

STATE OF VERMONT

SUBRECIPIENT

By:

By:

Keith Flynn
Commissioner
Vermont Department of Public Safety

Authorized Representative
Title: _____

Date: _____

Date: _____

Remit Address
(If different from principal place of business)

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**

The sub-recipient agrees to purchase only items that are listed below that have been approved by the Homeland Security Unit. The sub-recipient **may not** change the quantity of items listed below. Any alternate equipment items must be requested **in writing** and approved **in writing** by the Homeland Security Unit. Written approval from the Homeland Security Unit must be received prior to ordering any alternate items

Approved Equipment Items	Quantity	Total Cost
License Plate Reader	1	\$22,460.00

Special Conditions.....

- **Installation cost must be in detail.**
- **As part of this agreement, the Sub recipient shall indicate the serial number of the equipment purchased and the placement which includes whom the equipment was assigned to and vehicle plate number of awarded communication equipment, if applicable. Please use the HSU asset template for reporting. This can be found on our website www.vthomelandsecurity.org.**
- **Agencies must maintain a Homeland Security Asset list. This can be combined with the agencies ongoing asset list, however, items purchased with Homeland Security funds must be identified as such.**
- **As part of this agreement, it will be a condition on all LPR grants that the LE working group will review if equipment is being utilized. The review will include whether or not data is being forwarded to DPS. If the equipment is not being utilized, then it will be reallocated. Furthermore, the LPR must be mounted on a primary patrol vehicle.**
- **It is a condition on all LPR grants that the sub recipient develop and accept a civil rights policy.**
- **By taking receipt of the equipment granted in this award, the sub grantee agrees to conduct 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. NIBRS Reports to fire marshal. Incident reports must be submitted within 15 days after the end of the previous month as a condition for any and all grant awards.**
- **Recipients of this award must be compliant with the National Incident Management System activities set forth in the Vermont's NIMS Implementation Plan.**

- **Recipients of this award must have a valid DUNS number and be currently registered with the Central Contractors Registry per Federal Funding Accountability and Transparency Act (FFATA).**
- **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.**

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 grant and are authorized as provided for under the terms and conditions of this grant.

Sub-Grant Award Budget

AWARD AMOUNT: \$ 22,460.00 Equipment
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REPORTING REQUIREMENTS:

Payment must be requested using a Financial/Reimbursement Form. An original signature is required. An electronic version of this Form is also available on our website at: www.vthomelandsecurity.org

Grant Closeout Report: A final Vermont Department of Public Safety Financial Report Form as well as a final Progress Report Form must be submitted to the Vermont Department of Public Safety no later than 30 days after the end date of the grant.

PAYMENT TERMS:

The State, at its discretion, will reimburse the Subrecipient by one or more of the following options depending on the needs of the Subrecipient 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 or.
- 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.

PAYMENT REQUESTS:

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

ADDRESS TO SUBMIT ALL FORMS AND CORRESPONDENCE:

Name: Jason E. Gosselin
Grants Manager – Homeland Security Unit
Vermont Department of Public Safety
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 coverages 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 coverages 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 insureds 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 insureds 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.

**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.

Federal requirements mandate that all sub recipients must verify the status of potential vendors prior to any Federal funds being obligated. One restriction in the Homeland Security grant program is the inability to release Federal funds to agencies and/or vendors who are barred from receiving those funds. The status of vendors can be confirmed by conducting a search on the Excluded Parties List System website (www.EPLS.gov). At this time, VTHSU does not require sub recipients to submit proof of verification with any reimbursement request; however this information, in the form of a screen print, must be maintained with other grant documentation by the sub recipients. This documentation shall be available for review during Financial Audits and/or Programmatic Monitoring Visits. Please refer to VTHSU Bulletin 2007-1 for further details. This can be found on our website vthomelandsecurity.org under the policy bullet

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 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, 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.

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:
 - 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.
 - 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.
3. Notification of Organizational Changes Required:
 - The recipient shall provide DPS written notification within 30 days should any of the following events occur: (1) having new or substantially changed systems (2) having new compliance personnel (3) loss of license or accreditation to operate program (4) organizational restructuring.

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.

PROGRAM-SPECIFIC SPECIAL CONDITIONS

OTHER:

1. **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.
2. **Ownership of Equipment:** Any equipment purchased by or furnished to the Subrecipient by the State under this Grant Agreement will remain the property of the Subrecipient.
3. **Davis-Bacon Act:** The sub recipient will comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements.
4. **Equal Opportunity Plan:** If required by the Federal Office of Civil Rights to have a plan, the Sub recipient must provide a copy of the approval of their Equal Opportunity Plan.
5. **OJP Financial Guide:** The sub recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
6. **Competitive Bids:** For all purchases over \$2,500.00 the sub-recipient agrees to provide solicitations of price quotations from at least 3 vendors or copies of the Request For Proposal (RFP) and vendor lists as appropriate.
7. **Equipment:** The sub recipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.'
8. **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.
9. **National Preparedness Goals:** 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.

COMMISSIONER
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June 14, 2011

Deputy Chief Andi Higbee
Burlington Police Department
1 North Avenue
Burlington, VT 05401

RE: FY 2009 Homeland Security Law Enforcement Terrorism Prevention Program Funding application

Dear Deputy Chief Higbee:

On June 10, 2011, the Law Enforcement Working Group convened to review your request for proposal. Your request for Department of Homeland Security FY09 funding has been reviewed by both the Law Enforcement Working Group and the Vermont Homeland Security Unit. There was an overwhelming response to the RFP – over \$1 million in applications were received. Residual funds from the FY 2009 program total just under \$380,000. As a result, a set of criteria was established to help determine how awards will be distributed. This criteria included:

- 1) Mobile Data Terminals will continue to be a priority for the LE Work Group. If an applicant is enhancing their department, or does not already have a Mobile Data Terminal, an award will be provided;
- 2) In keeping with past practices, Mobile Data Terminals will be considered for primary patrol vehicles only;
- 3) Mounting Hardware for additional units will be considered;
- 4) Sustainment costs, such as air card coverage for existing mobile data terminals, will not be considered;
- 5) For MorphoTrak fingerprint scanning machines, past data usage was considered;
- 6) For License Plate Readers, if a department already has a reader, then your application was not considered;
- 7) If a department was eligible for FY 2011 Operation Stonegarden funds to acquire a License Plate Reader, then your application was not considered. However, if you do not receive a Reader, then your application will be considered with FY 2011 funds when the FY 2011 award is received;
- 8) Finally, consideration for a Reader was based on high traffic areas vs. low traffic areas.

Based on the criteria established, the Law Enforcement Working Group reviewed your application and recommended the following: 1 License Plate Reader, subject to the conditions set in the attached award. Attached is your award. Please sign and return to your Homeland Security Grants Manager (Public Safety District A – Jason E. Gosselin / Public Safety Districts B, C & D – Nancy Webster). Keep in mind that no expenses will be honored until the grant is fully executed. Any questions can be directed to Jason Gosselin at 802-241-5445.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason E. Gosselin'.

Jason E. Gosselin
Grants Manager – Homeland Security Unit
VT Department of Public Safety
103 S. Main Street
Waterbury, VT 05671
cc: Law Enforcement Working Group