



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee members
From: Sorsha Anderson, Senior Staff Associate
Date: February 25, 2022
Subject: Grant Request – JFO #3091

Enclosed please find one (1) item, which the Joint Fiscal Office has received from the Administration.

JFO #3091 - \$60,528 to the VT Department of Public Safety from the National Governor's Association to fund the Agency of Digital Services staff to assist the Department of Public Safety with IT concerns specific to improving multi-agency information sharing and governance. *[Received February 17, 2022]*

[NOTE]: This application contains a pre-spending notice. Richard Hallenbeck's memo (page 5), explains the pre-spending issue. The Agency of Digital Services had the needed position available and the project was approved by new staff at DPS without realizing the funding source needed to go through the grant approval process. Mr. Hallenbeck is holding the ADS invoice for this cost while the grant approval process takes place.

The grant period has been extended once as reflected in Amendment 1 (page 9), and a second extension in Amendment 2 (page 7) has received verbal approval from the National Governor's Association. The second amendment has not been executed as Mr. Hallenbeck is waiting for official grant approval before taking this step.

Please review the enclosed materials and notify the Joint Fiscal Office (Sorsha Anderson: sanderson@leg.state.vt.us) if you have questions or would like this item held for legislative review. Unless we hear from you to the contrary by March 10, 2022, we will assume that you agree to consider as final the Governor's acceptance of this request.

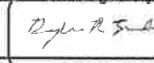


State of Vermont
 Department of Finance & Management
 109 State Street, Pavilion Building
 Montpelier, VT 05620-0401

[phone] 802-828-2376
 [fax] 802-828-2428

Agency of Administration

**STATE OF VERMONT
 FINANCE & MANAGEMENT GRANT REVIEW FORM**

Grant Summary:		Intention of grant is to fund ADS PM to assist DPS w/IT concerns specific to improve multi-agency information sharing and governance.			
Date:		2/8/2022			
Department:		Department of Public Safety			
Legal Title of Grant:					
Federal Catalog #:		N/A			
Grant/Donor Name and Address:		National Governors Association 444 N. Capitol Street, Suite 267 Washington, DC 20001-1512			
Grant Period:	From:	1/1/2019	To:	12/31/2021	
Grant/Donation		\$60,528			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$60,528	\$	\$	\$60,528	
Position Information:		# Positions	Explanation/Comments		
Additional Comments:		Per the memo provided by DPS, this grant was accepted and expenditures were made against it before it was formally approved. DPS has stated they will seek an amendment to extend the performance period if the grant is approved.			
Department of Finance & Management		Adam Greshin	Digitally signed by Adam Greshin Date: 2022.02.08 15:56:08 -0500 (Initial)		
Secretary of Administration			(Initial)		
Sent To Joint Fiscal Office		-41948B1C0A364#5...	Date		



STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION				
1. Agency:				
2. Department:	Public Safety			
3. Program:				
4. Legal Title of Grant:	NA			
5. Federal Catalog #:	NA			
6. Grant/Donor Name and Address:				
National Governors Association 444 N. Capitol Street, Suite 267 Washington, DC 20001-1512				
7. Grant Period:	From:	1/1/2019	To:	12/31/2021
8. Purpose of Grant:				
Vermont Implementation of the National Criminal Justice Reform Project. This grant will fund a Project Manager in the Agency of Digital Services for this implementation.				
9. Impact on existing program if grant is not Accepted:				
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 22	FY	FY	
Personal Services	\$50,440	\$	\$	
Operating Expenses	\$10,088	\$	\$	
Grants	\$	\$	\$	
Total	\$	\$	\$	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source 21908)	\$60,528	\$	\$	
Total	\$60,528	\$	\$	
Appropriation No: 2140060000 Amount: \$60,528				
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

	Total \$

PERSONAL SERVICE INFORMATION

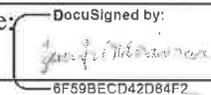
11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: _____ Agreed by: _____ (initial)

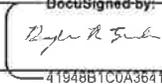
12. Limited Service Position Information:	# Positions	Title
Total Positions		

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

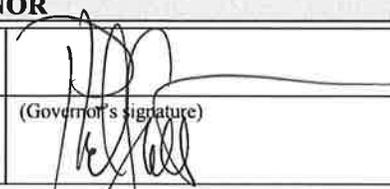
13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature: _____	Date: _____
	Title: _____	
	Signature: 	Date: 2/1/2022
	Title: Deputy Commissioner	

14. SECRETARY OF ADMINISTRATION

<input checked="" type="checkbox"/>	Approved:	(Secretary or designee signature) 	Date: _____
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15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/>	Check One Box: Accepted	(Governor's signature) 	Date: 2/17/22
<input type="checkbox"/>	Rejected		

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

<input type="checkbox"/> Request Memo <input type="checkbox"/> Dept. project approval (if applicable) <input checked="" type="checkbox"/> Notice of Award <input checked="" type="checkbox"/> Grant Agreement <input type="checkbox"/> Grant Budget	<input type="checkbox"/> Notice of Donation (if any) <input type="checkbox"/> Grant (Project) Timeline (if applicable) <input type="checkbox"/> Request for Extension (if applicable) <input checked="" type="checkbox"/> Form AA-1PN attached (if applicable)
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End Form AA-1

(*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5).



State of Vermont
Department of Public Safety
45 State Drive
Waterbury, Vermont 05671-1300
<http://dps.vermont.gov/>
(802) 241-5000 (main)

TO: Joint Fiscal Committee

FROM: Richard Hallenbeck, Department of Public Safety

RE: National Governors Association/National Criminal Justice Reform Project Award

DATE: January 19, 2022

The Department of Public Safety (DPS) is in possession of an agreement between DPS and the National Governors Association (NGA) and a single amendment to this agreement. The nature of the agreement is assisting Vermont in implementing sustainable state-level justice reforms as part of the National Criminal Justice Reform Project. The agreement includes \$60,528 to fund a project manager from the Agency of Digital Services to support the data infrastructure plan and improvements.

It is normally not the intention of DPS to move forward with any grant prior to receiving approval from the Joint Fiscal Committee as part of the states grant acceptance process. It appears that the individual involved in the project at that time was not aware that the original award from the NGA should have gone through the grant acceptance process prior to executing the award. The original grant term specified in the document was 6/1/2019 - 8/31/2020 and the agreement was executed on 10/1/2019. The amendment to this agreement extended the term through 12/31/2021. An ADS project manager began working on this project in early December of 2021. Recently I learned of this agreement when I was informed that the NGA was requesting an invoice from DPS so they could pay DPS. It was at that time that I received copies of these agreements and determined the agreements would need to go through the states grant acceptance process prior to requesting or spending these funds.

I respectfully request the approval of these funds to advance the National Criminal Justice Reform Project. If approved I will seek an amendment to extend the performance period of the agreement so the work may be performed, and the funds drawn. Please let me know if you have any questions.

Sincerely,

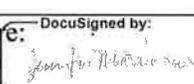
DocuSigned by:

Richard Hallenbeck

140BD9CB847D476

Director of Administration/Finance
Vermont Department of Public Safety
Richard.hallenbeck@vermont.gov
802-760-9014

STATE OF VERMONT GRANT SPENDING PRE-NOTICE (Form AA-1PN)

PURPOSE & INSTRUCTIONS:			
<p><i>This form is intended solely as notification to the Joint Fiscal Committee of the unavoidable need to spend State funds in advance of Joint Fiscal Committee approval of grant requests and with the intent of securing a federally or privately funded grant award. Pre-notification is required for expenditures of state funds beyond basic grant application preparation and filing costs. Expenditure of these state funds does not guarantee that a grant will be awarded to the State of Vermont, or that a future grant award will be accepted by the Joint Fiscal Committee. If a grant award is subsequently received, a completed Form AA-1 Request for Grant Acceptance must be submitted to the Joint Fiscal Committee for review and approval before spending or obligating additional funds.</i></p>			
BASIC GRANT INFORMATION			
1. Agency:			
2. Department:		Public Safety	
3. Program:			
4. Legal Title of Grant:		NA	
5. Federal Catalog #:		NA	
6. Grant/Donor Name and Address:			
National Governors Association 444 N. Capitol Street, Suite 267 Washington, DC 20001-1512			
7. Grant Period:		From:	To:
		1/1/2019	12/31/2021
8. Purpose of Grant:			
Vermont Implementation of the National Criminal Justice Reform Project. This grant will fund a Project Manager in the Agency of Digital Services for this implementation.			
9. STATE FUNDS TO BE SPENT IN ADVANCE OF GRANT ACCEPTANCE BY JOINT FISCAL:			
Expenditures:	FY 22	Required Explanation/Comments	
Personal Services	\$50,440.00	(Include type of expenditures to be incurred, i.e. training, planning, proposal development, etc.) Salary and Benefits of Project Manager and DPS Indirect Costs	
Operating Expenses	\$10,088.00		
Grants	\$		
Total	\$60,528.00		
10. AUTHORIZATION AGENCY/DEPARTMENT			
I/We certify that spending these State funds in advance of Joint Fiscal Approval of a Grant is unavoidable, and that a completed Form AA-1 Request for Grant Acceptance will be submitted for Joint Fiscal Committee approval if a grant award is received for this program:	Signature:		Date:
	Title:		
	Signature:		Date:
	Title:		
		 <small>BF59BECD42084F2...</small>	2/1/2022
		Deputy Commissioner	
11. ATTACHMENTS: Attach relevant documentation that demonstrates the necessity of this expenditure. (example: funding opportunity guidelines require training, etc.)			
Distribution:			
Original - Joint Fiscal Office; Copy 1 – Department Grant File; Copy 2 – Attach to Form AA-1 (if grant is subsequently received).			

AMENDMENT No. 2

This **AMENDMENT**, entered into an agreement effective date (date of last signature) by and between NATIONAL GOVERNORS ASSOCIATION Center for Best Practices (“NGA Center”) and State of Vermont (hereinafter referred to as the “Grantee”).

WHEREAS, NGA and the Grantee did enter into an agreement dated July 27, 2019 whereby NGA engaged the Grantee to render or perform certain services in connection with an undertaking or project titled “National Criminal Justice Reform Project” and

WHEREAS, NGA Center and the Grantee desire to extend the term of the agreement.

NOW THEREFORE, in consideration of the above and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. Grant Term: delete its entirety and replace it with:

The term of this grant begins on June 1, 2019 and continues until May 31, 2022. unless earlier terminated pursuant to this agreement (“term”). Work under this agreement shall be completed within the time set forth in the attached grantee, work plan and no later than May 31, 2022

C. Summary Table, Deliverables, and Due Dates, delete its entirety and replace it with:

Period of Performance: June 1, 2019 – May 31, 2022

TASK	DELIVERABLE	DUE DATE
1	Hire a project manager from the Agency of Digital Services to support the data infrastructure plan and improvements.	Complete
2	Assess Vermont’s data infrastructure and data sharing policies and their capacity to meet reform implementation and evaluation demands	March 31, 2022
3	Work with CRG to develop a data infrastructure implementation plan and a framework for strengthening governance and multi-agency information sharing.	April 30, 2022
4	Work with CRG to develop a study on the impact of increased use of citations in lieu of custodial arrest during the 2020-2021 time period.	May 31, 2022
5	Delineate the specific roles and responsibilities needed from the SAC and practitioners at the state and local levels for the study.	May 31, 2022

Except as expressly modified herein, all other terms and conditions of the original agreement and all executed amendment(s) remain unchanged and in full force and effect.

D. BUDGET delete its entirety and replace it with:

Budget Category	Cost
Personnel Expenses	\$50,440
Meeting Expenses	\$0. 00
Indirect Cost Expenses	\$10, 088
TOTAL	\$60,528

IN WITNESS WHEREOF, NGA and the Grantee have executed this agreement as of the day first above written.

Timothy Blute / NGA Center Director
NATIONAL GOVERNORS ASSOCIATION

Signature

Date

GRANTEE

Signature

Date

AMENDMENT No. 1

This **AMENDMENT**, entered into an agreement effective date (date of last signature) by and between NATIONAL GOVERNORS ASSOCIATION Center for Best Practices (“NGA Center”) and State of Vermont (hereinafter referred to as the “Grantee”).

WHEREAS, NGA and the Grantee did enter into an agreement dated July 27, 2019 whereby NGA engaged the Grantee to render or perform certain services in connection with an undertaking or project titled “National Criminal Justice Reform Project” and

WHEREAS, NGA Center and the Grantee desire to extend the term of the agreement.

NOW THEREFORE, in consideration of the above and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. Grant Term: delete its entirety and replace it with:

The term of this grant begins on June 1, 2019 and continues until December 31, 2021, unless earlier terminated pursuant to this agreement (“term”). Work under this agreement shall be completed within the time set forth in the attached grantee, work plan and no later than November 30, 2021.

Grantee Work Plan

B. Textual Description of Key Tasks; delete its entirety and replace it with:

Coordination and Collaboration between the Grantee and the NGA Center

The NGA Center and NCJRP project team will:

- Engage system partners through stakeholder meetings, focus groups, or surveys to elicit feedback on recommendations in the state’s roadmap.
- Support addition of career officials to Vermont’s project core team and advisory committee and develop a process to sustain state organizational structure.
- Provide ongoing support to Vermont—both onsite and remote technical assistance and training—in fully implementing programs, policies and practices that will meet the objectives of their plans developed in Phases I and II.
- Conduct information queries on topics and issues identified by states and prepare fact sheets or research briefs summarizing findings.
- Host conference calls with the project core team.
- Host webinars and workshops on topics of interest.

Project ID: 02-600-01-121; State of Vermont

- Convene a three-day meeting of program and policy staff in each Vermont to kick-off the implementation process.
- Provide consultation to state program and policy staff on all elements of program design and implementation, with subject matter experts as appropriate.
- Support the program and policy staff on how this project, its policy priorities, and evaluation efforts support and align with the state's broader criminal justice goals and funding strategies.
- Help Vermont identify and secure support and resources to craft the formative evaluation and for longer-term evaluation funding; and
- Work with Vermont to develop and deliver a data infrastructure implementation plan and a framework for strengthening governance and multi-agency information sharing.

Expected Deliverables

Grantee, in partnership with Crime Research Group, is expected to complete the following deliverables:

1. Hire a project manager from the Agency of Digital Services to support the data infrastructure plan and improvements.
2. Assess Vermont's data infrastructure and data sharing policies and their capacity to meet reform implementation and evaluation demands.
3. Work with CRG to develop a data infrastructure implementation plan and a framework for strengthening governance and multi-agency information sharing.
4. Work with CRG to develop a study on the impact of increased use of citations in lieu of custodial arrest during the 2020-2021 time period.
5. Delineate the specific roles and responsibilities needed from the SAC and practitioners at the state and local levels for the study.
6. Apply strengthened database to improve EBPs across the state's pretrial system with a focus on increased use of citation in lieu of custodial arrest.

C. Summary Table, Deliverables, and Due Dates, delete its entirety and replace it with:

Period of Performance: June 1, 2019 – December 31, 2021

TASK	DELIVERABLE	DUE DATE
1	Hire a project manager from the Agency of Digital Services to support the data infrastructure plan and improvements.	November 30, 2021
2	Assess Vermont's data infrastructure and data sharing policies and their capacity to meet reform implementation and evaluation demands	November 30, 2021
3	Work with CRG to develop a data infrastructure implementation	November 30,

	plan and a framework for strengthening governance and multi-agency information sharing.	2021
4	Work with CRG to develop a study on the impact of increased use of citations in lieu of custodial arrest during the 2020-2021 time period.	December 31, 2021
5	Delineate the specific roles and responsibilities needed from the SAC and practitioners at the state and local levels for the study.	November 30, 2021

Except as expressly modified herein, all other terms and conditions of the original agreement and all executed amendment(s) remain unchanged and in full force and effect.

IN WITNESS WHEREOF, NGA and the Grantee have executed this agreement as of the day first above written.

Steve Polk / Chief Financial Officer
NATIONAL GOVERNORS ASSOCIATION

Steve Polk

Digitally signed by Steve Polk
DN: cn=Steve Polk, o=National Governors
Association, ou=Center for Best Practice,
email=spolk@nga.org, c=US
Date: 2021.12.10 13:21:44 -05'00'

12/10/2021

Signature

Date

GRANTEE

Justin Morin

Signature

11/30/2021

Date

State of Vermont; 02-600-01-121

July 27, 2019

Chris Herrick
Deputy Commissioner
State of Vermont
Department of Public Safety
45 State Drive
Waterbury, VT 05671

RE: NGA Center State Sub-Grant to State of Vermont Department of Public Safety

Dear Mr. Herrick,

On behalf of the National Governors Association Center for Best Practices (hereinafter, "Grantor"), I am pleased to inform you that the State of Vermont has been selected as a grantee ("Grantee") in connection with the above-captioned initiative, funded wholly or in part by Arnold Ventures, ("Concerned Funding Agency"), (hereinafter referred to as the "Project").

This letter and any attachments outline the terms and conditions of accepting this grant and comprise the entire grant agreement ("Agreement"). Please read all the terms and conditions carefully, sign, and return the executed original to the Grantor. Grantee may wish to have this agreement reviewed by its own legal counsel before signing.

Grantee Work Plan

Grantee shall use this grant award to execute all services and deliverables (the "Work") described in the Grantee Work Plan, which is attached and made a part of this Agreement.

During the term of this Agreement, Grantee shall submit any proposed material changes to the Grantee Work Plan in writing as soon as possible for approval by the Grantor, and in consultation with the Concerned Funding Agency, if required. A material change is one that significantly alters the purpose of the Project.

Grant Amount

The grant award for this Project is: \$60,528

This is the maximum funding amount available to the Grantee for this Project. Grantee shall have sole financial responsibility, and no recourse at law or equity to collect against the Grantor or Concerned Funding Agency, for any financial expenditure in furtherance of the Grantee Work Plan that exceeds the grant award.

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Grant Term

The term of this Grant begins on June 1, 2019 and continues until September 30, 2020, unless earlier terminated pursuant to this Agreement ("Term"). Work under this Agreement shall be completed within the time schedule set forth in the attached Grantee Work Plan and no later than August 31, 2020.

Grantee Reporting

Grantee shall provide Grantor with regular progress reports and a final report that summarizes deliverables achieved for the Grant according to the schedule included in the Grantee Work Plan.

* * *

Congratulations on your award. We look forward to working with you to advance this important work.

Sincerely,

Steve Polk
Interim Chief Financial Officer

Steve Polk
Signed: Digitally signed by Steven Polk
DN: cn=Steven Polk, o=National
Governors Association for Best
Practices, email=spolk@nga.org,
c=US
Date: 2019.10.01 12:06:37 -0400'

Date: October 1, 2019

ACCEPTED and AGREED:

State of Vermont
[Handwritten Signature]
Signed: _____

Date: August 15, 2019

Name: Christopher Horvath

Title: Acting Commissioner

GE INITIALS: *[Handwritten Initials]*

GENERAL TERMS AND CONDITIONS - GRANT AWARD

GRANTEE DECLARATION

The Grantee declares that it is: (i) a state or political subdivision or a tribal governmental entity, and that the purposes of this Grant are within the Grantee's public purposes.

Grantee shall inform Grantor immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its declared tax status.

USE OF FUNDS

This Grant is made for the purpose outlined in the grant award letter and may not be expended for any other purpose without the prior written approval of the Grantor, in consultation with the Concerned Funding Agency, if necessary.

This Grant shall fund only the Grantee Work Plan. Grantee shall return immediately to the Grantor any unexpended portion of the Grant either at the completion of the Project, upon the end of the Term, or upon termination of the Grant, whichever comes first.

Grantee shall not expend any Grant funds for any political or lobbying activities or otherwise use the Grant funds to influence legislation, influence the outcome of any public election, carry on any voter registration efforts, or for any purpose other than specified in section 170(c)(2)(B) of the Code.

The Grantor, in its sole discretion subject to review of required reports and audits, shall require the Grantee to repay any portion of the Grant that is not used for designated purposes under the Grantee Work Plan.

REPORTING OBLIGATIONS and AUDIT

The Grantee warrants that it shall, during the term of the Agreement and for a period of three (3) years following the termination or expiration of the Agreement, maintain accurate and complete financial records, including accounts, books, and other records related to this Grant's charges, costs, disbursements, and expenses, in accordance with generally accepted accounting principles, consistently applied.

Grantor, directly or through its authorized agents, auditors or other independent accounting firm, at its own expense, and the Concerned Funding Agency directly or through its duly authorized representatives, shall have the right, from time to time, upon at least ten (10) days' notice, to audit, inspect, and copy the Grantee's records related to this Grant. The Grantee shall fully cooperate, including by making available such of its personnel, records and facilities as are reasonably requested by Grantor or the Concerned Funding Agency.

Grants are subject to audit by the Grantor for three years following the final disbursement to verify that project expenditures were properly documented. Grantee will be contacted at least 30 days in advance of an audit. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project. The Grantee shall have all Project records readily available to the Grantor. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the Grantor's auditor. The Grantee shall provide a copy of any document

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paper, record, or the like requested by the Grantor.

This Section shall remain in force during the term of the Agreement and for the three (3) years following the termination or expiration of the Agreement. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, Grantee agrees to maintain the records until the end of the three (3) year period or until the audit, litigation, or other action is completed, whichever is later.

COMMUNICATIONS

Grantee shall not make any public statements or communications relating to the existence or performance of this Agreement, including the Grantee's Work Plan, or conduct any interviews or respond to any third-party inquiries, concerning the same, without the express written consent of Grantor, provided Grantor approval shall not be unreasonably withheld. However, consent of the Grantor shall not be required for Grantee to respond to requests made under the Freedom of Information ("FOI") laws of Grantee's State. Grantee agrees to notify Grantor of any such FOI request within a reasonable time after receipt of any such request. All media inquiries shall be directed to the Grantor's Office of Communications.

Grantee will allow Grantor to review and approve the text of any proposed publicity concerning the Grant award prior to its release by Grantee, provided Grantor approval shall not be unreasonably withheld.

To ensure adequate review and evaluation of the Project, and proper coordination among interested parties, Grantee shall keep Grantor fully informed concerning the progress of the Grantee's Work Plan performed hereunder, and, further, Grantor may require the Grantee to meet from time to time to review the same.

If this grant is for a film, video, book or other such Work, the Grantor and any Concerned Funding Agency reserve the right to request a screening or preview of the Work, during the final production stages, before deciding whether or not to be credited for funding the Work. If approved, a disclosure statement may be included in any Work prepared in whole or in part pursuant to this Agreement: *Funding for this project has been provided in full or in part through an Agreement with the National Governors Association Center for Best Practices. The contents of this document do not necessarily reflect the views and policies of the NGA or the NGA Center, nor does mention of trade names or commercial products constitute endorsement or recommendation of use.*

USE OF WORK

Grantee and Grantor agree that all copyright and other interests in the Work produced under this Grant shall be owned by the Grantee. To ensure the widest possible distribution of the Work and ensure that they remain generally available to the public, the Grantee shall grant, and shall cause any individuals who may have some interest to grant, to the Grantor a non-exclusive, transferrable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use or publish the Work or any derivatives thereof arising out of or resulting from Grantee's use of the grant funds and any earnings thereon, including all intellectual property rights, and to sublicense to third parties the rights described herein. Grantee, at Grantor's request, agrees to execute any additional documents required to effect such license. The Concerned Funding Agency also may request the same license in the Work from the Grantee.



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Grantee shall not make available the Works, or any derivatives produced using these grant funds, under any other licensing terms, without prior written consent of the Grantor.

RIGHT TO MODIFY, REVOKE or TERMINATE

Grantor reserves the right to discontinue, modify or withhold any payments to be made under this Grant or to require a total or partial refund of any grant funds if, in the Grantor's sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this Agreement; (ii) to protect the purpose and objectives of the Project or any other related activities of the Grantor or Concerned Funding Agency; or (iii) to comply with any law or regulation applicable to the Grantee, to the Grantor, to the Concerned Funding Agency, or this Agreement.

This Agreement is subject to the terms of any agreement between Grantor and a Concerned Funding Agency and in particular may be terminated by Grantor without penalty or further obligation if the Concerned Funding Agency terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of Grantor under this Agreement are subject to the timely fulfillment by Concerned Funding Agency of its funding obligations to Grantor.

This Agreement may be terminated by the Grantor upon determination by the Grantor that after making this Grant award any information provided the Grantor by the Grantee during the grant award process was materially false. Grantee warrants that all information which a reasonable Grantor would have considered material was disclosed to the Grantor during the application process.

Grantee may unilaterally revoke its acceptance of this Grant and terminate this Agreement at any time prior to the commencement of the Project. After Project commencement, Grantee may request termination of this Agreement by mutual agreement in writing.

NO GUARANTEE OF FUTURE FUNDING

The Grantee acknowledges that receipt of this Grant does not imply a commitment on behalf of the Grantor or the Concerned Funding Agency to continue funding beyond the Term of this Agreement.

NO ASSIGNMENT or DELEGATION

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Agreement without prior written approval from the Grantor.

NOTICE and PROJECT CONTACTS

Grantee shall provide Grantor with immediate written notice if: (i) Grantee is unable to expand the grant for the purposes detailed in this Agreement; (ii) Grantee has made an expenditure from this Grant for any purpose other than those for which the Grant was intended; or, (iii) Grantee is unable to complete any other requirements that are specific to this Agreement.

Each party giving notice or issuing any request, demand, or other communication pursuant to this Agreement (each, a "Notice") shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: (i) personal delivery; (ii) first-class mail; (iii) registered or certified mail; (iv) nationally or internationally recognized overnight courier; (v) facsimile; (vi) email.

GE INITIALS: 

State of Vermont; 02-600-01-121

Notice shall be delivered to the following lead contacts for the Grantee and Grantor:

Grantor Contacts	Grantee Contacts
<p>For programmatic issues Jeff Locke Program Director Homeland Security Public Safety Division National Governors Association Center for Best Practices 444 N. Capitol Street, Suite 267 Washington, DC 20001-1512 Email: JLocke@nga.org Office: 202-624-5348</p>	<p>Chris Herrick Deputy Commissioner State of Vermont Department of Public Safety 45 State Drive Waterbury, VT 05671 Email: Christopher.Herrick@vermont.gov Phone: 802-244-8718</p>
<p>For grant and financial issues Name: Denisa Traboini Title: Grants Manager National Governors Association Center for Best Practices 444 N. Capitol Street, Suite 267 Washington, DC 20001-1512 Email: dtraboini@nga.org Phone: 202-624-5822</p>	<p>Chris Herrick Deputy Commissioner State of Vermont Department of Public Safety 45 State Drive Waterbury, VT 05671 Email: Christopher.Herrick@vermont.gov Phone: 802-244-8718</p>

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantor and Grantee regarding the Grant. The Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral.

MODIFICATION

This Agreement may not be modified except by further written agreement signed by the parties.

ATTACHMENTS INCORPORATED AS PART OF THIS AGREEMENT

- General Terms and Conditions**
- Grantee Work Plan**
- Travel Policies**
- Other:**
 - 1) State Proposal
 - 2) NGAC RFA
 - 3) Budget

GE INITIALS: 

GRANTEE WORK PLAN

A. General Description of Engagement

The NGA Center was funded by Arnold Ventures under Phase III of the National Criminal Justice Reform Project (NCJRP) to build capacity within four states to advance, sustain, and evaluate selected evidence-based criminal justice reforms. As a result the NGA Center will provide sub-grant funding to the state of Vermont, Contractor, through the Governor’s Office and state agencies, and in partnership with Crime Research Group to create a statewide approach and governance framework for sharing pretrial and jail data across agencies, and to use the database to improve EBPs across the state’s pretrial system with a focus on expanding the use of validated risk assessments.

Phase III of the NCJRP builds on previous the strategic planning phases (Phase I and II) to implement transformational and sustainable state-level justice reforms in Vermont. During Phase III, NCJRP will work with Vermont to implement the following tasks and deliverables as specified in (B).

B. Textual Description of Key Tasks

The sub -grantee, in partnership and collaboration with Crime Research Group, is expected to complete the following deliverables:

- Hire a Risk Assessment Coordinator to conduct tool administration.
- Assess Vermont’s data infrastructure and data sharing policies and their capacity to meet reform implementation and evaluation demands.
- Work with CRG to develop a data infrastructure implementation plan and a framework for strengthening governance and multi-agency information sharing.
- Identify two local pilot sites and plan the implementation of the PSA for Phase IV and development of the decision-making framework to use in coordination with CRG.
- Delineate the specific roles and responsibilities needed from the SAC and practitioners at the state and local levels for the summative evaluation.
- Apply strengthened database to improve EBPs across the state’s pretrial system with a focus on expanding the use of validated risk assessments.

C. Summary Table of Tasks, Deliverables, and Due Dates

Period of Performance: June 1, 2019, 2019 – September 30, 2020

TASK	DELIVERABLE	DUE DATE
1	Hire a Risk Assessment Coordinator to conduct tool administration	September 30, 2019
2	Assess Vermont’s data infrastructure and data sharing policies and their capacity to meet reform implementation and evaluation demands	August 31, 2020
3.	Work with CRG to develop a data infrastructure implementation plan and a framework for strengthening governance and multi-agency information sharing.	August 30, 2020

4.	Identify two local pilot sites and plan the implementation of the PSA for Phase IV and development of the decision-making framework to use in coordination with CRG.	March 31, 2020
5.	Delineate the specific roles and responsibilities needed from the SAC and practitioners at the state and local levels for the summative evaluation.	August 30, 2020
6.	Apply strengthened database to improve EBPs across the state's pretrial system with a focus on expanding the use of validated risk assessments	June 30, 2020

D. Compensation and Reporting Requirements

Grantee shall be compensated on a cost reimbursement basis according to the financial budget prepared by Grantee, approved by NGA Center, and attached to this Agreement. The total reimbursable amount may not exceed **\$60,528**. Reallocations of less than 10% of a line item or \$500 between budgeted line items are allowed but the NGA Center programmatic and financial contacts must be notified within thirty days. Reallocations of more than these amounts may be allowed but must be approved in advance by NGA Center. All incurred costs must be reasonable and conform to any provision of this Agreement regarding Allowable Costs.

An initial payment of \$40,000 will be paid upon execution of this Agreement. A second payment, for remainder of funds, will be issued in August 2020 upon receipt of an invoice and completion of respective deliverables. Invoices must be submitted to JLocke@nga.org.

Any unused funds must be returned to Grantor by the Agreement end date.

The Grantee shall return to NGA Center all overpayments, such as those due to advances not expended, actual rates or costs being less than estimated or provisional rates, or due to any other cause, in a timely and prompt manner.

State of Vermont; 02-600-01-121

BUDGET

Budget Category	Cost
Personnel Expenses	\$49,640
Meeting Expenses	\$0.00
Indirect Cost Expenses	\$10,088
TOTAL	\$60,528

GE INITIALS: 