



**STATE OF VERMONT**  
JOINT FISCAL OFFICE

**MEMORANDUM**

To: James Reardon, Commissioner of Finance & Management  
From: Nathan Lavery, Fiscal Analyst  
Date: November 20, 2008  
Subject: JFO #2347

No Joint Fiscal Committee member has requested that the following item be held for review:

**JFO #2347** — \$9,820 grant from the U.S. Marshals Service to the Department of Public Safety – State Police. These grant monies will be used to purchase computer hardware to support tracking and apprehension of fugitives.  
[JFO received 10/21/08]

In accordance with 32 V.S.A. §5, the requisite 30 days having elapsed since this item was submitted to the Joint Fiscal Committee, the Governor's approval may now be considered final. We ask that you inform the Secretary of Administration and your staff of this action.

cc: Thomas Tremblay, Commissioner



**STATE OF VERMONT**  
JOINT FISCAL OFFICE

**MEMORANDUM**

To: Joint Fiscal Committee Members  
From: Nathan Lavery, Fiscal Analyst  
Date: October 22, 2008  
Subject: Grant Request

Enclosed please find three (3) requests which the Joint Fiscal Office recently received from the Administration:

**JFO #2344** — \$120,000 grant from State Mental Health Program Directors Research Institute (NRI) to the Department of Mental Health (DMH). These grant funds will be used to establish and test the capacity of DMH to submit client-level data files to the Substance Abuse and Mental Health Administration.  
[JFO received 10/21/08]

**JFO #2346** — \$55,000 grant from the U.S. Department of Agriculture to the Agency of Agriculture, Food and Markets. These grant funds will be used to increase the economic opportunities for small farms through development of an integrated culinary tourism program (focusing on artisan cheese, wine, beer and other products).  
[JFO received 10/21/08]

**JFO #2347** — \$9,820 grant from the U.S. Marshals Service to the Department of Public Safety – State Police. These grant monies will be used to purchase computer hardware to support tracking and apprehension of fugitives.  
[JFO received 10/21/08]

The Joint Fiscal Office has reviewed these submissions and determined that all appropriate forms bearing the necessary approvals are in order.

In accordance with the procedures for processing such requests, we ask you to review the enclosed and notify the Joint Fiscal Office (Nathan Lavery at 802/828-1488; [nlavery@leg.state.vt.us](mailto:nlavery@leg.state.vt.us) or Stephen Klein at 802/828-5769; [sklein@leg.state.vt.us](mailto:sklein@leg.state.vt.us)) if you have questions or would like any item held for JFC review. Unless we hear from you to the contrary by November 5 we will assume that you agree to consider as final the Governor's acceptance of this request.

cc: James Reardon, Commissioner  
Michael Hartman, Commissioner  
Roger Allbee, Commissioner  
Thomas Tremblay, Commissioner



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

Agency of Administration

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

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

<b>Grant Summary:</b>		Donation from U.S. Marshall's Office to Vermont State Police to purchase computer hardware to support tracking and apprehension of fugitives.		
<b>Date:</b>		October 7, 2008		
<b>Department:</b>		Department of Public Safety		
<b>Legal Title of Grant:</b>		N/A		
<b>Federal Catalog #:</b>		N/A		
<b>Grant/Donor Name and Address:</b>		U.S. Marshall's Office, Burlington, Vt.		
<b>Grant Period:</b>		<b>From:</b>	<b>To:</b>	
		9/15/2008	12/31/2008	
<b>Grant/Donation</b>		\$9,820		
<b>Grant Amount:</b>		<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>
		\$9,820	\$	\$
<b>Position Information:</b>		<b># Positions</b>	<b>Explanation/Comments</b>	
		None		
<b>Additional Comments:</b>		Donation greater than \$5,000 per 32 VSA Sec. 5 <b>D3</b>		
<b>Department of Finance &amp; Management</b>		<i>[Signature]</i>		<b>(Initial)</b>
<b>Secretary of Administration</b>		<i>[Signature]</i>		<b>(Initial)</b>
<b>Sent To Joint Fiscal Office</b>				<b>Date</b>

**RECEIVED**  
 OCT 21 2008  
**JOINT FISCAL OFFICE**

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

BASIC GRANT INFORMATION				
<b>1. Agency:</b>				
<b>2. Department:</b>		Public Safety		
<b>3. Program:</b>		Vermont State Police		
<b>4. Legal Title of Grant:</b>		n/a - Gift/Donation		
<b>5. Federal Catalog #:</b>		n/a		
<b>6. Grant/Donor Name and Address:</b> U.S. Marshall's Office; P.O. Box 946; Burlington, VT 05402-0946				
<b>7. Grant Period:</b>	<b>From:</b>	9/15/2008	<b>To:</b>	12/31/2008
<b>8. Purpose of Grant:</b> The Vermont State Police have the opportunity to receive funds from the US Marshal Service, to purchase computer related hardware that will allow us to enhance our continuing of support to their agency in the tracking and apprehension of fugitives. These funds are allocated strictly to the purchasing of hardware for this purpose.				
<b>9. Impact on existing program if grant is not Accepted:</b> Through our work with the US Marshal Service, we have developed a database at the VT Fusion Center which contains investigative information. The amount of information is significant and requires a larger amount of computer storage space.				
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 2009	FY	FY	
Personal Services	\$	\$	\$	
Operating Expenses	\$9820	\$	\$	
Grants	\$	\$	\$	
<b>Total</b>	<b>\$9,820</b>	<b>\$</b>	<b>\$</b>	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$9820	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source )	\$	\$	\$	
<b>Total</b>	<b>\$9,820</b>	<b>\$</b>	<b>\$</b>	
<b>Appropriation No:</b>	2140010000	<b>Amount:</b>	\$9820	
			\$	
			\$	
			\$	
			\$	

**REC'D OCT 02 2008**

# STATE OF VERMONT REQUEST FOR GRANT ACCEPTANCE

(Form AA-1)

			\$
		<b>Total</b>	\$9,820

**PERSONAL SERVICE INFORMATION**

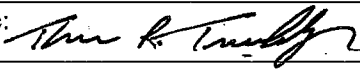
**11. Will monies from this grant be used to fund one or more Personal Service Contracts?**  Yes  No  
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding

Appointing Authority Name: \_\_\_\_\_ Agreed by: \_\_\_\_\_ (initial)

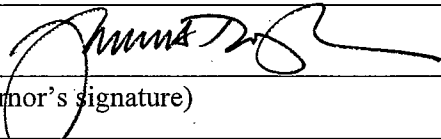
12. Limited Service Position Information:	# Positions	Title
<b>Total Positions</b>		

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

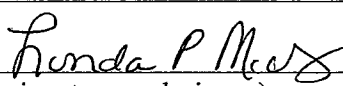
**13. AUTHORIZATION AGENCY/DEPARTMENT**

I certify that no funds have been expended or committed in anticipation of Joint Fiscal Committee Approval of this grant:	Signature: 	Date: 9/30/08
	Title: Commissioner	

**14. ACTION BY GOVERNOR**

<input checked="" type="checkbox"/>	Check One Box: Accepted	 (Governor's signature)	Date: 10/9/08
<input type="checkbox"/>	Rejected		Date:

**15. SECRETARY OF ADMINISTRATION**

<input type="checkbox"/>	Check One Box: Request to JFO	 (Secretary's signature or designee)	Date: 10/7/08
<input type="checkbox"/>	Information to JFO		Date:

**16. DOCUMENTATION REQUIRED**

**Required GRANT Documentation**

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

ORDER FOR SUPPLIES AND SERVICES

PAGE 1 OF 1 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

COPY

1. DATE OF ORDER 9/15/08
2. CONTRACT NO. If any N/A
3. ORDER NO. DJMS-08-82-M-0047
4. REQUISITION / REFERENCE NO. 08-82-R-101
5. ISSUING OFFICE (Address correspondence to) U.S. Marshals Service
6. SHIP TO: a. NAME OF CONSIGNEE N/A
7. TO: a. NAME OF CONTRACTOR Lieutenant Mark Lauer
8. TYPE OF ORDER [X] a. PURCHASE
9. ACCOUNTING AND APPROPRIATION DATA 15 2008 0324 Object Class 2699 FWF4010R
10. REQUISITIONING OFFICE U.S. Marshals Service
11. BUSINESS CLASSIFICATION [X] a. SMALL
12. F.O.B. POINT Destination
14. GOVERNMENT B/L NO.
15. DELIVER TO F.O.B. POINT ON OR BEFORE (DATE) See Below
16. DISCOUNT TERMS Net 30
13. PLACE OF a. INSPECTION b. ACCEPTANCE

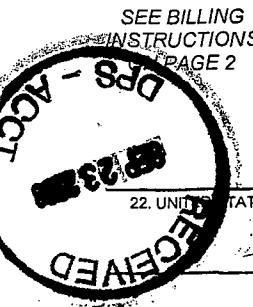
17. SCHEDULE (See reverse for Rejections)

Table with 7 columns: ITEM NO. (a), SUPPLIES OR SERVICES (b), QUANTITY ORDERED (c), UNIT (d), UNIT PRICE (e), AMOUNT (f), QUANTITY ACCEPTED (g). Row 1: Purchase of a remote Operations Center and server for use by the Vermont State Police Fusion Center and Computer. Amount: \$9,820.00.

\$9,820.00 TOTAL FOR THIS PAGE

\$9,820.00 GRAND TOTAL If using additional pages, enter the grand total

18. SHIPPING POINT
19. GROSS SHIPPING WT
20. INVOICE NO.
21. MAIL INVOICE TO: a. NAME U.S. Marshals Service
b. STREET ADDRESS (or P.O. Box) P.O. Box 946
c. CITY Burlington
d. STATE VT
e. ZIP CODE 05402-0946



22. UNITED STATES OF AMERICA BY (Signature)
23. NAME Barbara G. Gatti
TITLE: CONTRACTING/ORDERING OFFICER

**CONTINUATION SHEET**

REF. NO. OF DOC. BEING CONT'D.

PAGE

OF

PAGES

NAME OF OFFEROR OR CONTRACTOR

**INVOICE  
REQUIREMENTS**

1. Invoices shall be prepared and an original submitted to the name and address indicated in BLOCK 21 of the OF-347 unless otherwise specified herein. To constitute a proper invoice, each invoice shall be annotated with the following instructions:

1. Name and address of Contractor
2. Invoice date.
3. Delivery order number for supplies delivered or services performed.
4. Description, quantity, unit of measure, unit of price, and extended price of supplies delivered or services performed.
5. Shipping and payment terms.
6. Name and address of Contractor official to whom payment is to be sent.
7. Name (where practicable), title, phone number, and mailing address of person to be notified in even of defective invoice.
8. Any other information or documentation required by the delivery Order.

2. (a) The Prompt Pay Act, Published Law 97-177 (96 Stat. 85, 31 USCC 1801) is applicable to payments under this delivery order and requires the payment to Contractors on overdue payments and improperly taken discounts.

(b) Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and the office of Management.

9/26/08

spoke w/ Bobbie @ USMS

- considered a "gift" from Feds.

- property of VSP

- would like to see ordered  
+ purchased before 12/31/08

(JB)

Barbara G. Gatti

TITLE: CONTRACTING/ORDERING OFFICER

**SUPPLEMENTAL INVOICING INFORMATION**

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provide the following statement (signed and dated), is on (or attached to) the order:

"Payment is requested in the amount of \_\_\_\_\_"

No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or services, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where the shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

**RECEIVING REPORT**

Quantity in the "Quantity Accepted" column on the face of this order has been:  inspected,  accepted,  received  
by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL <input type="checkbox"/>	DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T. REP.	DATE
	FINAL <input type="checkbox"/>			
TOTAL CONTAINERS	GROSS WEIGHT	RECEIVED AT	TITLE	

**REPORT OF REJECTIONS**

ITEM NO.	SUPPLIES OF SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION



**52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items).**

As prescribed in 13.302-5(d), insert the following clause:

**TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (AUG 2007)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (July 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Mar 2007).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (JULY 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and

will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(ix) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, *Clauses Incorporated by Reference* (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

### **RELEASE OF RESIDUAL FUNDS (\$100 OR LESS)**

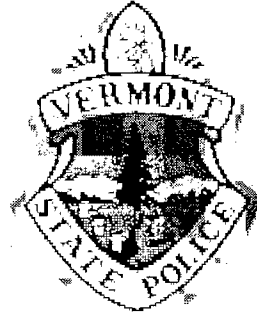
The contractor is advised when submitting the final invoice under this contract to submit an information copy of the invoice to the Contracting Officer. The invoice must be marked "Information Copy – Final Invoice." If residual funds on the contract total \$100 or less, the government will automatically deobligate the residual funds without further communication with the vendor. Upon receipt and payment of the final invoice, it is understood and agreed that all outstanding obligations incurred on the above referenced contract have been satisfied. Therefore, it is further understood and agreed that the government shall not be liable for the payment of any future invoices that may be submitted under the above referenced contract. (*Applies to all contracts*)

### **RELEASE OF RESIDUAL FUNDS (GREATER THAN \$100)**

If funds greater than \$100 remain on this contract after the final invoice, the Government will issue a bilateral modification to authorize release of those funds. The contractor's signature on the modification will constitute understanding and agreement that all outstanding obligations incurred on this contract have been satisfied. The Government shall not be held liable for the payment of any further invoices submitted under this contract. The contractor will have up to 30 calendar days after issuance of the modification to sign and return it. Further, failure to sign and return the modification within the stated time period shall be considered acceptance of the government's intent to deobligate the residual funds; and releases the Government from any future liability stemming from or related to this contract. (*Applies to all contracts.*)

Waterbury, Vermont

# Memo



To: Maj. Thomas L'Esperance  
From: Lt. Mark Lauer, Criminal Division  
Date: September 12, 2008  
Re: Funding From US Marshal Service for Equipment

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The Vermont State Police have the opportunity to receive funds from the US Marshal Service, Burlington, Vermont to purchase computer related hardware that will allow us enhance our continuing of support to their agency in the tracking and apprehension of fugitives. These funds are allocated strictly to the purchasing of hardware for this purpose.

The Vermont Fusion Center has had a significant history in assisting the US Marshal Service in Vermont with the compilation of background information to aid in investigations and apprehension of fugitives that are either in the State of Vermont or who have fled from the State. In addition we have played a significant role in a number of the large scale projects that have taken place. An example of this is Operation Falcon II & III; where we compiled over 300 requests for information packets. As part of this process we have developed a database that contains this investigative information. As a result the amount of information is significant and requires a large amount of computer storage space.


We would utilize these funds to purchase a server that would hold this investigative material as well as a Fugitive Database that we have developed to monitor felony warrants within the state. In addition we would like to purchase portable hard drives that could be loaded with investigative material and be transported into the field when officers are called out to assist in investigations. These funds would also be used to purchase equipment that would enable the Office of Technology Services to develop a "To Go Kit" that would contain specific hardware and cables dedicated to establishing a remote operations center. This "To Go Kit" would contain items such as a router; hub, cables, printers etc. allowing a remote command center to be self sufficient.

The items that would be purchased through these funds would help support on going projects that involve the combined efforts of the US Marshal Service and Vermont State Police as they conduct county warrant sweeps in which overtime money is allocated by the US Marshal Service for Troopers.

Currently the US Marshal's Office has approximately \$10,000.00 that is available to the department. Working with OTS we have created the list of materials that would accomplish our goals and have arrived at a figure of approximately \$7900.00.

**Dept. of Public Safety  
Administration  
Division  
Accounting Unit**

# Memo

**To:** David Beatty, Budget & Management Analyst  
**From:** Tracy Bedard, Programs Administration Supervisor   
**Date:** 09/30/08  
**CC:** file  
**Re:** Request for Gift/Donation Acceptance

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Attached you will find an AA-1 form for the request to accept funds from the U.S. Marshall Service in order to purchase equipment for the Vermont Fusion Center.

If you have any questions, please contact me at 802-241-5574 or [tbedard@dps.state.vt.us](mailto:tbedard@dps.state.vt.us); or Melissa Jenkins at 802-241-5496 or [mjenkins@dps.state.vt.us](mailto:mjenkins@dps.state.vt.us).

Thank you.

# The Vermont Statutes Online

## Title 32: Taxation and Finance

### Chapter 1: General Provisions

#### 5. Acceptance of grants

##### § 5. Acceptance of grants

(a) No original of any grant, gift, loan, or any sum of money or thing of value may be accepted by any agency, department, commission, board, or other part of state government except as follows:

(1) All such items must be submitted to the governor who shall send a copy of the approval or rejection to the joint fiscal committee through the joint fiscal office together with the following information with respect to said items:

(A) the source of the grant, gift or loan;

(B) the legal and referenced titles of the grant;

(C) the costs, direct and indirect, for the present and future years related to such a grant;

(D) the department and/or program which will utilize the grant;

(E) a brief statement of purpose;

(F) impact on existing programs if grant is not accepted.

(2) The governor's approval shall be final unless within 30 days of receipt of such information a member of the joint fiscal committee requests such grant be placed on the agenda of the joint fiscal committee, or, when the general assembly is in session, be held for legislative approval. In the event of such request, the grant shall not be accepted until approved by the joint fiscal committee or the legislature. During the legislative session the joint fiscal committee shall file a notice with the house and senate clerks for publication in the respective calendars of any grant approval requests that are submitted by the administration.

Subdivision (a)(3) effective until June 30, 2009; see also subdivision (a)(3) and note set out below.

(3) This section shall not apply to the acceptance of grants, gifts, donations, loans, or other things of value with a value of \$5,000.00 or less, provided that such acceptance will not incur additional expense to the state or create an ongoing requirement for funds, services, or facilities. The secretary of administration and joint fiscal office shall be promptly notified of the source, value, and purpose of any items received under this subdivision. The joint fiscal office shall report all such items to the joint fiscal committee quarterly.

Subdivision (a)(3) effective June 30, 2009; see subdivision (a)(3) set out above and note set out below.

(3) This section shall not apply to the acceptance of grants, gifts, donations, loans, or other thing of value by the division for historic preservation for use in establishing and maintaining displays and exhibits at any historic site or restoring any historic site maintained and developed under section 723 of Title 22; nor to grants, gifts, donations, loans, or other things of value with a value of \$1,000.00 or less, provided that such acceptance will not incur additional expense to the state or create an ongoing requirement for funds, services, or facilities. The secretary of administration and joint fiscal office shall be promptly notified of the source, value, and purpose of any items received under this subdivision.

(b) In accordance with subsection (a) of this section, in conjunction with a grant, a limited service position request for a position explicitly stated for a specific purpose in the grant, may be authorized. The position shall terminate with the expiration of the grant funding unless otherwise funded by an act of the general assembly. Such authorized limited service positions shall not be created until the appointing authority has certified to the joint fiscal committee that there exists equipment and housing for the positions or that funds are available to purchase equipment and housing for the positions. (Added 1971, No. 260 (Adj. Sess.), § 29(a); amended 1977, No. 247 (Adj. Sess.), § 186, eff. April 17, 1978; 1983, No. 253 (Adj. Sess.), § 248; 1995, No. 46, § 52; 1995, No. 63, § 277, eff. May 4, 1995; 1995, No. 178 (Adj. Sess.), § 416, eff. May 22, 1996; 1997, No. 2, § 72, eff. Feb. 12, 1997; 1997, No. 66 (Adj. Sess.), § 60, eff. Feb. 20, 1998; 2007, No. 65, § 394.)

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

Agency of Administration

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

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

<b>Grant Summary:</b>		Donation from U.S. Marshall's Office to Vermont State Police to purchase computer hardware to support tracking and apprehension of fugitives.		
<b>Date:</b>		October 7, 2008		
<b>Department:</b>		Department of Public Safety		
<b>Legal Title of Grant:</b>		N/A		
<b>Federal Catalog #:</b>		N/A		
<b>Grant/Donor Name and Address:</b>		U.S. Marshall's Office, Burlington, Vt.		
<b>Grant Period:</b>	<b>From:</b>	9/15/2008	<b>To:</b>	12/31/2008
<b>Grant/Donation</b>		\$9,820		
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Comments</b>
<b>Grant Amount:</b>	\$9,820	\$	\$	
<b>Position Information:</b>	<b># Positions</b>	<b>Explanation/Comments</b>		
	None			
<b>Additional Comments:</b>		Donation greater than \$5,000 per 32 VSA Sec. 5		D3
<b>Department of Finance &amp; Management</b>		<i>[Signature]</i> 10/17/08		(Initial)
<b>Secretary of Administration</b>		<i>[Signature]</i> 10/17/08		(Initial)
<b>Sent To Joint Fiscal Office</b>				<b>Date</b>

**RECEIVED**  
 OCT 21 2008  
**JOINT FISCAL OFFICE**

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

BASIC GRANT INFORMATION				
<b>1. Agency:</b>				
<b>2. Department:</b>		Public Safety		
<b>3. Program:</b>		Vermont State Police		
<b>4. Legal Title of Grant:</b>		n/a - Gift/Donation		
<b>5. Federal Catalog #:</b>		n/a		
<b>6. Grant/Donor Name and Address:</b> U.S. Marshall's Office; P.O. Box 946; Burlington, VT 05402-0946				
<b>7. Grant Period:</b>	<b>From:</b>	9/15/2008	<b>To:</b>	12/31/2008
<b>8. Purpose of Grant:</b> The Vermont State Police have the opportunity to receive funds from the US Marshal Service, to purchase computer related hardware that will allow us to enhance our continuing of support to their agency in the tracking and apprehension of fugitives. These funds are allocated strictly to the purchasing of hardware for this purpose.				
<b>9. Impact on existing program if grant is not Accepted:</b> Through our work with the US Marshal Service, we have developed a database at the VT Fusion Center which contains investigative information. The amount of information is significant and requires a larger amount of computer storage space.				
10. BUDGET INFORMATION				
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Comments</b>
<b>Expenditures:</b>	<b>FY 2009</b>	<b>FY</b>	<b>FY</b>	
Personal Services	\$	\$	\$	
Operating Expenses	\$9820	\$	\$	
Grants	\$	\$	\$	
<b>Total</b>	\$9,820	\$	\$	
<b>Revenues:</b>				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$9820	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source )	\$	\$	\$	
<b>Total</b>	\$9,820	\$	\$	
<b>Appropriation No:</b>	2140010000	<b>Amount:</b>	\$9820	
			\$	
			\$	
			\$	
			\$	

REC'D OCT 08 2008

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

			\$
		<b>Total</b>	\$9,820

**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

Appointing Authority Name: \_\_\_\_\_ Agreed by: \_\_\_\_\_ (initial)

**12. Limited Service Position Information:**

# Positions	Title
<b>Total Positions</b>	

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

**13. AUTHORIZATION AGENCY/DEPARTMENT**

I certify that no funds have been expended or committed in anticipation of Joint Fiscal Committee Approval of this grant:

Signature: *Steve R. Trumbull* Date: *9/30/08*  
 Title: *Commissioner*

**14. ACTION BY GOVERNOR**

Check One Box: Accepted  
 Rejected  
 (Governor's signature) *[Signature]* Date: *10/9/08*

**15. SECRETARY OF ADMINISTRATION**

Check One Box: Request to JFO  
 Information to JFO  
 (Secretary's signature or designee) *Ronda P. Meier* Date: *10/7/08*

**16. DOCUMENTATION REQUIRED**

**Required GRANT Documentation**

- |   |   |
|---|---|
| <input type="checkbox"/> Request Memo                           | <input type="checkbox"/> Request Memo                             |
| <input type="checkbox"/> Dept. project approval (if applicable) | <input type="checkbox"/> Dept. project approval (if applicable)   |
| <input type="checkbox"/> Notice of Award                        | <input type="checkbox"/> Notice of Donation (if any)              |
| <input type="checkbox"/> Grant Agreement                        | <input type="checkbox"/> Grant (Project) Timeline (if applicable) |
| <input type="checkbox"/> Grant Budget                           | <input type="checkbox"/> Request for Extension (if applicable)    |

**End Form AA-1**



**CONTINUATION SHEET**

REF. NO. OF DOC. BEING CONT'D.

PAGE

OF

PAGES

NAME OF OFFEROR OR CONTRACTOR

**INVOICE  
REQUIREMENTS**

1. Invoices shall be prepared and an original submitted to the name and address indicated in BLOCK 21 of the OF-347 unless otherwise specified herein. To constitute a proper invoice, each invoice shall be annotated with the following instructions:

1. Name and address of Contractor
2. Invoice date.
3. Delivery order number for supplies delivered or services performed.
4. Description, quantity, unit of measure, unit of price, and extended price of supplies delivered or services performed.
5. Shipping and payment terms.
6. Name and address of Contractor official to whom payment is to be sent.
7. Name (where practicable), title, phone number, and mailing address of person to be notified in even of defective invoice.
8. Any other information or documentation required by the delivery Order.

2. (a) The Prompt Pay Act, Published Law 97-177 (96 Stat. 85, 31 USCC 1801) is applicable to payments under this delivery order and requires the payment to Contractors on overdue payments and improperly taken discounts.

(b) Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and the office of Management.

9/26/08

spoke w/ Bobbie @ USMS

- considered a "gift" from Feds

- property of VSP

- would like to see ordered

+ purchased before 12/31/08

(48)

Barbara G. Gatti

TITLE: CONTRACTING/ORDERING OFFICER



**52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items).**

As prescribed in 13.302-5(d), insert the following clause:

**TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (AUG 2007)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (July 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Mar 2007).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (JULY 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and

will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(ix) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006) (Applies to contracts over \$30,000):

(ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, *Clauses Incorporated by Reference* (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.



(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

### **RELEASE OF RESIDUAL FUNDS (\$100 OR LESS)**

The contractor is advised when submitting the final invoice under this contract to submit an information copy of the invoice to the Contracting Officer. The invoice must be marked "Information Copy – Final Invoice." If residual funds on the contract total \$100 or less, the government will automatically deobligate the residual funds without further communication with the vendor. Upon receipt and payment of the final invoice, it is understood and agreed that all outstanding obligations incurred on the above referenced contract have been satisfied. Therefore, it is further understood and agreed that the government shall not be liable for the payment of any future invoices that may be submitted under the above referenced contract. (*Applies to all contracts*)

### **RELEASE OF RESIDUAL FUNDS (GREATER THAN \$100)**

If funds greater than \$100 remain on this contract after the final invoice, the Government will issue a bilateral modification to authorize release of those funds. The contractor's signature on the modification will constitute understanding and agreement that all outstanding obligations incurred on this contract have been satisfied. The Government shall not be held liable for the payment of any further invoices submitted under this contract. The contractor will have up to 30 calendar days after issuance of the modification to sign and return it. Further, failure to sign and return the modification within the stated time period shall be considered acceptance of the government's intent to deobligate the residual funds; and releases the Government from any future liability stemming from or related to this contract. (*Applies to all contracts.*)

Waterbury, Vermont

# Memo



To: Maj. Thomas L'Esperance  
From: Lt. Mark Lauer, Criminal Division  
Date: September 12, 2008  
Re: Funding From US Marshal Service for Equipment

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The Vermont State Police have the opportunity to receive funds from the US Marshal Service, Burlington, Vermont to purchase computer related hardware that will allow us enhance our continuing of support to their agency in the tracking and apprehension of fugitives. These funds are allocated strictly to the purchasing of hardware for this purpose.

The Vermont Fusion Center has had a significant history in assisting the US Marshal Service in Vermont with the compilation of background information to aid in investigations and apprehension of fugitives that are either in the State of Vermont or who have fled from the State. In addition we have played a significant role in a number of the large scale projects that have taken place. An example of this is Operation Falcon II & III; where we compiled over 300 requests for information packets. As part of this process we have developed a database that contains this investigative information. As a result the amount of information is significant and requires a large amount of computer storage space.

We would utilize these funds to purchase a server that would hold this investigative material as well as a Fugitive Database that we have developed to monitor felony warrants within the state. In addition we would like to purchase portable hard drives that could be loaded with investigative material and be transported into the field when officers are called out to assist in investigations. These funds would also be used to purchase equipment that would enable the Office of Technology Services to develop a "To Go Kit" that would contain specific hardware and cables dedicated to establishing a remote operations center. This "To Go Kit" would contain items such as a router; hub, cables, printers etc. allowing a remote command center to be self sufficient.

The items that would be purchased through these funds would help support on going projects that involve the combined efforts of the US Marshal Service and Vermont State Police as they conduct county warrant sweeps in which overtime money is allocated by the US Marshal Service for Troopers.

Currently the US Marshal's Office has approximately \$10,000.00 that is available to the department. Working with OTS we have created the list of materials that would accomplish our goals and have arrived at a figure of approximately \$7900.00.

**Dept. of Public Safety  
Administration  
Division  
Accounting Unit**

# Memo

**To:** David Beatty, Budget & Management Analyst  
**From:** Tracy Bedard, Programs Administration Supervisor (TB)  
**Date:** 09/30/08  
**CC:** file  
**Re:** Request for Gift/Donation Acceptance

---

Attached you will find an AA-1 form for the request to accept funds from the U.S. Marshall Service in order to purchase equipment for the Vermont Fusion Center.

If you have any questions, please contact me at 802-241-5574 or [tbedard@dps.state.vt.us](mailto:tbedard@dps.state.vt.us); or Melissa Jenkins at 802-241-5496 or [mjenkins@dps.state.vt.us](mailto:mjenkins@dps.state.vt.us).

Thank you.

# The Vermont Statutes Online

## Title 32: Taxation and Finance

### Chapter 1: General Provisions

#### 5. Acceptance of grants

##### § 5. Acceptance of grants

(a) No original of any grant, gift, loan, or any sum of money or thing of value may be accepted by any agency, department, commission, board, or other part of state government except as follows:

(1) All such items must be submitted to the governor who shall send a copy of the approval or rejection to the joint fiscal committee through the joint fiscal office together with the following information with respect to said items:

(A) the source of the grant, gift or loan;

(B) the legal and referenced titles of the grant;

(C) the costs, direct and indirect, for the present and future years related to such a grant;

(D) the department and/or program which will utilize the grant;

(E) a brief statement of purpose;

(F) impact on existing programs if grant is not accepted.

(2) The governor's approval shall be final unless within 30 days of receipt of such information a member of the joint fiscal committee requests such grant be placed on the agenda of the joint fiscal committee, or, when the general assembly is in session, be held for legislative approval. In the event of such request, the grant shall not be accepted until approved by the joint fiscal committee or the legislature. During the legislative session the joint fiscal committee shall file a notice with the house and senate clerks for publication in the respective calendars of any grant approval requests that are submitted by the administration.

Subdivision (a)(3) effective until June 30, 2009; see also subdivision (a)(3) and note set out below.

(3) This section shall not apply to the acceptance of grants, gifts, donations, loans, or other things of value with a value of \$5,000.00 or less, provided that such acceptance will not incur additional expense to the state or create an ongoing requirement for funds, services, or facilities. The secretary of administration and joint fiscal office shall be promptly notified of the source, value, and purpose of any items received under this subdivision. The joint fiscal office shall report all such items to the joint fiscal committee quarterly.

Subdivision (a)(3) effective June 30, 2009; see subdivision (a)(3) set out above and note set out below.

(3) This section shall not apply to the acceptance of grants, gifts, donations, loans, or other thing of value by the division for historic preservation for use in establishing and maintaining displays and exhibits at any historic site or restoring any historic site maintained and developed under section 723 of Title 22; nor to grants, gifts, donations, loans, or other things of value with a value of \$1,000.00 or less, provided that such acceptance will not incur additional expense to the state or create an ongoing requirement for funds, services, or facilities. The secretary of administration and joint fiscal office shall be promptly notified of the source, value, and purpose of any items received under this subdivision.

(b) In accordance with subsection (a) of this section, in conjunction with a grant, a limited service position request for a position explicitly stated for a specific purpose in the grant, may be authorized. The position shall terminate with the expiration of the grant funding unless otherwise funded by an act of the general assembly. Such authorized limited service positions shall not be created until the appointing authority has certified to the joint fiscal committee that there exists equipment and housing for the positions or that funds are available to purchase equipment and housing for the positions. (Added 1971, No. 260 (Adj. Sess.), § 29(a); amended 1977, No. 247 (Adj. Sess.), § 186, eff. April 17, 1978; 1983, No. 253 (Adj. Sess.), § 248; 1995, No. 46, § 52; 1995, No. 63, § 277, eff. May 4, 1995; 1995, No. 178 (Adj. Sess.), § 416, eff. May 22, 1996; 1997, No. 2, § 72, eff. Feb. 12, 1997; 1997, No. 66 (Adj. Sess.), § 60, eff. Feb. 20, 1998; 2007, No. 65, § 394.)

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**STATE OF VERMONT**  
JOINT FISCAL OFFICE

**MEMORANDUM**

To: Representative William Lippert  
From: Nathan Lavery, Fiscal Analyst  
Date: October 22, 2008  
Subject: JFO #2347 (Computer hardware to track fugitives)

Representatives Michael Obuchowski and Shap Smith asked that I forward to you a copy of the enclosed request and cover memo. They are requesting you provide them with your observations regarding the enclosed item.

cc: Rep. Michael Obuchowski  
Rep. Shap Smith  
Stephen Klein



**STATE OF VERMONT**  
JOINT FISCAL OFFICE

**MEMORANDUM**

To: Representative William Lippert

From: Nathan Lavery, Fiscal Analyst

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