



**STATE OF VERMONT**  
JOINT FISCAL OFFICE

**MEMORANDUM**

To: Joint Fiscal Committee members  
From: Sorsha Anderson, Senior Staff Associate  
Date: April 11, 2023  
Subject: Grant Request – JFO #3144

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

**JFO #3144:** \$173,973.00 to the Vermont Attorney General's Office from the Vermont Network Against Domestic and Sexual Violence. The Firearm Technical Assistant Project serves to improve Vermont's statewide responses to the intersection of firearms and domestic violence. The Attorney General's office will lead the management team and provide project oversight including communication with the project partners: Vermont Network, Defender General's Office, Vermont State Police, Vermont Judiciary, Disability Rights Vermont, AALV-VT and the Abenaki Nation. *[Received April 3, 2023]*

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 April 30, 2023, 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**

<b>Grant Summary:</b>						Vermont Network's Firearm Technical Assistance Project (FTAP). FTAP serves to improve Vermont's statewide responses to the intersection of firearms and domestic violence.							
<b>Date:</b>						2/24/2023							
<b>Department:</b>						Attorney General							
<b>Legal Title of Grant:</b>						Firearm Technical Assistance Project							
<b>Federal Catalog #:</b>						16.590							
<b>Grant/Donor Name and Address:</b>						Vermont Network Against Domestic and Sexual Violence 93 Pilgrim Park Rd, Waterbury VT 05676							
<b>Grant Period:</b>						<b>From:</b>		9/12/2022		<b>To:</b>		6/30/2025	
<b>Grant/Donation</b>						\$173,973							
		<b>SFY 1</b>		<b>SFY 2</b>		<b>SFY 3</b>		<b>Total</b>		<b>Comments</b>			
<b>Grant Amount:</b>		\$46,395		\$62,601		\$64,976		\$173973					
<b>Position Information:</b>			<b># Positions</b>			<b>Explanation/Comments</b>							
			0										
<b>Additional Comments:</b>													
<b>Department of Finance &amp; Management</b>						Adam Greshin Digitally signed by Adam Greshin Date: 2023.03.15 10:06:01 -0500		(Initial)					
<b>Secretary of Administration</b>						Douglas Farham 41948B1C0A36445...		(Initial)					
<b>Sent To Joint Fiscal Office</b>								<b>Date</b>					



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

BASIC GRANT INFORMATION				
<b>1. Agency:</b>	Attorney General's Office (AGO)			
<b>2. Department:</b>	Criminal Division			
<b>3. Program:</b>	FTAP - Firearm Technical Assistance Project			
<b>4. Legal Title of Grant:</b>	Firearm Technical Assistance Project			
<b>5. Federal Catalog #:</b>	16.590			
<b>6. Grant/Donor Name and Address:</b> Vermont Network Against Domestic and Sexual Violence (Vermont Network)				
<b>7. Grant Period:</b>	<b>From:</b>	9/12/2022	<b>To:</b>	6/30/2025
<b>8. Purpose of Grant:</b> FTAP serves to improve Vermont's statewide responses to the intersection of firearms and domestic violence				
<b>9. Impact on existing program if grant is not Accepted:</b> The AGO entered into a MOU with the Vermont Network, Defender General's Office, Vermont State Police, Vermont Judiciary, Disability Rights Vermont, AALV-VT, and the Abenaki Nation in September 2021. The AGO's role in this collaboration is to lead the management team and provide overall project site coordination, including communication between project partners, convening project meetings and leasing with project partners and nation technical assistance providers; as well as serve as primary liaison between FTAP and Vermont's Fatality Review Commission. If not approved, the AGO will not be able to fulfill the terms of this agreement.				
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
<b>Expenditures:</b>	FY 2023	FY 2024	FY 2025	
Personal Services	\$46,395	\$62,601	\$64,976	
Operating Expenses	\$	\$	\$	
Grants	\$	\$	\$	
<b>Total</b>	\$46,395	\$62,601	\$64,976	
<b>Revenues:</b>				
State Funds:				
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:				
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:				
Grant (source FTAP)	\$46,395	\$62,601	\$64,976	
<b>Total</b>	\$46,395	\$62,601	\$64,976	
<b>Appropriation No:</b>	2100001000		<b>Amount:</b>	\$173,973
		<b>Total</b>	\$173,973	

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

PERSONAL SERVICE INFORMATION		
<b>11. Will monies from this grant be used to fund one or more Personal Service Contracts?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.  Appointing Authority Name: _____ Agreed by: _____ (initial)		
<b>12. Limited Service Position Information:</b>	<b># Positions</b>	<b>Title</b>
<b>Total Positions</b>		
<b>12a. Equipment and space for these positions:</b>		<input checked="" type="checkbox"/> Is presently available. <input type="checkbox"/> 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: <span style="float: right;"><small>DocuSigned by:</small></span> <div style="border: 1px solid black; border-radius: 5px; padding: 2px; display: inline-block;"> <i>Marcey Hodgdon</i>  <small>C88DE97C9EC04EF...</small> </div>	Date: 2/16/2023
	Title: Fiscal Director	
	Signature: <span style="float: right;"><small>DocuSigned by:</small></span> <div style="border: 1px solid black; border-radius: 5px; padding: 2px; display: inline-block;"> <i>Sarah London</i>  <small>CAFC462E4E0545A...</small> </div>	Date: 2/16/2023
	Title: Chief Assistant Attorney General	
14. SECRETARY OF ADMINISTRATION		
<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature) <span style="float: right;"><small>DocuSigned by:</small></span> <div style="border: 1px solid black; border-radius: 5px; padding: 2px; display: inline-block;"> <i>Douglas Farnham</i>  <small>41948B1C0A36415...</small> </div>	Date: 2/17/2023
15. ACTION BY GOVERNOR		
<input checked="" type="checkbox"/>	Check One Box: Accepted	(Governor's signature) 
<input type="checkbox"/>	Rejected	Date: 3/29/23
16. DOCUMENTATION REQUIRED		
<b>Required GRANT Documentation</b>		
<input type="checkbox"/> Request Memo <input type="checkbox"/> Dept. project approval (if applicable) <input type="checkbox"/> Notice of Award <input checked="" type="checkbox"/> Grant Agreement <input checked="" 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 type="checkbox"/> Form AA-1PN attached (if applicable)	
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).		



## Subrecipient Cooperative Agreement for *Firearm Technical Assistance Project*

This cooperative agreement funds and sets out the terms and conditions governing a collaborative effort between the Office of the Vermont Attorney General (Subrecipient) and the Vermont Network Against Domestic and Sexual Violence (Vermont Network). While the responsibility for conducting these activities lies primarily with Office of the Vermont Attorney General, the Vermont Network, through its designated representatives shall provide continuing technical assistance, consultation, and coordination in the conduct of the project during the period of this agreement.

This agreement is entered into on 9/16/2022 between Subrecipient, Office of the Vermont Attorney General and the grantor, Vermont Network.

### AGREEMENT PERIOD

This agreement shall commence on September 12, 2022, and shall extend through June 30, 2025 unless otherwise extended or ended.

### MAXIMUM AMOUNT

**\$173,973**

### SOURCE OF FUNDS

**\$173,973** This project is federally funded and all costs must comply with the relevant guidelines & restrictions.  
*Grant Program Title:* Firearm Technical Assistant Project  
*Grantor:* Vermont Network Against Domestic & Sexual Violence  
*Federal Funding Agency:* Department of Justice, Office on Violence Against Women  
*CFDA/Grant #:* 16.590

### ATTACHMENT A. SCOPE OF WORK

**Project Purpose:** The Firearm Technical Assistance Project (heretofore referred to as the "Project") serves to improve Vermont's statewide responses to the intersection of firearms and domestic violence.

#### *Project Planning:*

- Lead required 3-month Project planning period, in partnership with in-state Management Team, funder and technical assistance providers.
- Update and submit logic model of Project at completion of 3-month planning period.

*Multidisciplinary Coordination:*

- Serve as primary contact for the project and engage multi-disciplinary stakeholders in project activities.
- Organize and facilitate monthly meetings of Project's in-state Management Team. This includes outreach to Management Team members, ensuring multi-disciplinary participation in Management Team, agenda development and follow-up on key Management Team Priorities.
- Organize, facilitate, support, and distribute minutes for project sub-committees including the Court Information Gathering sub-committee and the Law Enforcement committee.
- Organize and support any ad-hoc committees of the Project as needed.
- Serve as liaison between Project and Vermont's Fatality Review Commission, including working with the Vermont Network Against Domestic and Sexual Violence to enhance Commission data collection and reporting regarding firearms and domestic violence.

*Community Engagement:*

- Lead community engagement efforts on behalf of the Project with culturally specific organizations and communities, including cultural organizations, organizations serving LGBTQ individuals and organizations serving individuals with disabilities, including those who are deaf or heard of hearing.
- Lead and execute community outreach activities in partnership with Project partners to provide information to domestic violence victims regarding the risk of firearms and domestic violence and their rights and processes to seek firearms related protections.
- Represent the Project in discussions regarding policy and practice reforms related to the intersection of firearms and domestic violence.

*Reporting:*

- Assist grantor (Vermont Network) in completing required quarterly grant reporting, highlighting project benchmarks and accomplishments.

**ATTACHMENT B. PAYMENT PROVISIONS**

The Vermont Network agrees to compensate Subrecipient based on actual expenses for services performed on a quarterly basis up to the maximum award amount, provided that such services are within the scope of the grant program and are authorized as provided for under the terms and conditions of this grant. The Vermont Network may withhold reimbursements pending receipt of all required financial and programmatic reports.

The Network will provide an expense template for invoices. Invoices will be processed in 7-10 business days, unless otherwise noted. Payments are provisional based on Subrecipient's

compliance with the law and available funding. Subrecipient will make financial records related to the grant available to the Network upon request.

Subrecipients must have approval from the Vermont Network prior to utilizing grant funding to engage in activities that would generate income. All income generated as a direct result of grant activities shall be deemed program income and must be accounted for and be used for the purposes and under the conditions applicable to the use of the grant funds, in accordance with regulations for program income under the Common Rule "Uniform Administrative Requirements for Grant and Cooperative Agreements." Program income must be reported by Subrecipients to the Vermont Network on quarterly financial reports.

Subrecipient will return any unexpended funds to the VT Network.

- 1) Subrecipient shall submit accurate and complete financial reports, invoices and back-up documentation of expenses to the Vermont Network every quarter, for reimbursement on the following schedule for each year of the award:

<b>Budget period</b>	July 1 – Sept. 30	Oct. 1 – Dec. 31	Jan. 1 - March 31	April 1 - June 30
<b>Due date</b>	October 13	January 13	April 13	July 13

- 2) All payment requests by Subrecipient must be signed by an appropriate employee or officer of Subrecipient, who has authority to authorize expenditures for Subrecipient. Required invoices and documentation should be sent to: **Jamie Carroll**, Vermont Network Against Domestic and Sexual Violence, PO Box 405, Montpelier, VT 05602, [jamie@vtnetwork.org](mailto:jamie@vtnetwork.org).

#### ATTACHMENT D. BUDGET

Activity	Description	Budget Amount
Salaries and Wages	Sept 12, 2022 – Sept 30, 2025	\$117,375
Fringe Benefits	Sept 12, 2022 – Sept 30, 2025	\$ 28,453
Indirect Rate/Overhead	Federally approved rate 19.3%	\$ 28,145
<b>TOTAL REQUEST</b>		<b>\$173,973</b>

#### ATTACHMENT E. MANDATORY CERTIFICATIONS

1. False Claims Act: Subrecipient acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If Subrecipient violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. Subrecipient's liability to the

State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Subrecipient's liability.

2. **Whistleblower Protections:** Subrecipient shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, Subrecipient shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to Subrecipient or its agents prior to reporting to any governmental entity and/or the public.
3. **Non-discrimination Certification:** The Vermont Network strives to build a diverse and inclusive community. We believe that to achieve our purpose, we as an organization must honor the cultures, beliefs, and values of all Vermonters, and foster an environment of mutual respect, acceptance and equal opportunity. We are committed to building and maintaining a healthy work environment which reflects the diversity that exists among the people of Vermont.

The Vermont Network prohibits Subrecipients from discriminating against any individual or employee because of race, color, creed, national origin, ancestry, sex, gender identity/expression, marital status, pregnancy, religion, age, socio-economic status, physical or mental disability, medical condition, disabled or veteran status, sexual orientation, citizenship, or any other protected characteristic under law. The Vermont Network requires Subrecipients to provide reasonable accommodations to qualified disabled persons or persons with protected medical conditions to the extent required by law. The Vermont Network encourages Subrecipients to take affirmative steps to recruit minority group members as paid staff and volunteers.

4. **Fair Employment Practices and Americans with Disabilities Act:** Subrecipient agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Subrecipient shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by Subrecipient under this Agreement.
5. **Policy for response to workplace-related incidents of sexual misconduct, domestic violence and dating violence:** Subrecipient must have a policy or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant or contractor. The details of this requirement are posted at <https://justice.gov/ovw/award-conditions>.
6. **Documentation Retention Certification:** Subrecipient will maintain supporting documentation (books, documents, payroll papers, accounting records, and other evidence pertaining to costs incurred under this grant agreement) and make them available at



reasonable times during the period of the grant and for four years thereafter for inspection by any authorized representatives of the Vermont Network, the state or federal government, and/or the funder. If any litigation, claim, or audit is started before the expiration of the four-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. This four-year period may be extended in the case of continuation funding. In the case of continuation funding, supporting documentation shall be maintained beginning from the grant start date and ending four years after the termination of the grant, regardless of whether Subrecipient or the Vermont Network submitted continuation funding requests.

7. The Vermont Network or the funder, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this grant agreement. Representatives of the Vermont Network and of the funder shall also have the right to interview employees of Subrecipient regarding grant activities.
8. Requirement to report actual or imminent breach of personally identifiable information (PII): Subrecipient must have written procedures in place to respond in the event of an actual or imminent breach if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) within the scope of the project, or 2) uses or operates a Federal information system. Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to Grantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
9. Requirements pertaining to prohibited conduct related to trafficking in persons: Subrecipient must comply with all applicable requirements pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipient or individuals defined as "employees" of Subrecipient. The details of Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted at <https://www.justice.gov/ovw/award-conditions>.
10. Determinations of suitability to interact with participating minors: Subrecipient must make determinations of suitability before certain individuals may interact with minors participating in the project. This requirement applies regardless of an individual's employment status. The details of this requirement are posted at <https://www.justice.gov/ovw/award-conditions>.
11. Compliance with applicable rules regarding approval, planning and reporting of conferences, meetings, trainings or other events: Subrecipient must comply with all applicable laws, regulations, policies and official Department of Justice guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages as such conferences, and costs of

attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award can be found at <https://www.justice.gov/ovw/conference-planning>.

12. Restrictions on “lobbying” and policy development: In general, as a matter of federal law, federal funds may not be used by Subrecipient, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C 1913. Subrecipient may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds award by the Office on Violence Against Women (OVW) from being used by Subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respects to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by Subrecipient would or might fall within the scope of these prohibitions, the Vermont Network is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

13. Single Audit Certification: A Single Audit is required if Subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. If a Single Audit is required, Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a Single Audit is not required, Subrecipients will submit annual financial statements and financial audit documents, if applicable, to the granting Party within 9 months of the end of the fiscal year.

14. Taxes Due to the State:

- a. Subrecipient understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Subrecipient certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, Subrecipient is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

- c. Subrecipient understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that Subrecipient is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
  - d. Subrecipient also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if Subrecipient has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and Subrecipient has no further legal recourse to contest the amounts due.
15. Accounting System Certification: Subrecipient is responsible for establishing and maintaining an adequate system of accounting and internal controls for itself. An acceptable accounting system:
- a. Presents and classifies projected historical costs of the grant as required for budgetary and evaluation purposes;
  - b. Provides cost and property control to ensure optimal use of funds;
  - c. Controls funds and other resources to assure that the expenditure of funds and use of property conform to any general or special conditions that apply to Subrecipient;
  - d. Meets the prescribed requirements for periodic financial reporting of operations; and
  - e. Provides financial data for planning, control, measurement, and evaluation of direct and indirect costs.
16. Non-supplanting Certification: Subrecipient is responsible for ensuring that these funds will not be used to supplement existing non-federal funds for program activities, nor replace non-federal existing funds that have been appropriated for the same purpose. If there is a potential presence of supplanting, Subrecipient will be required to supply documentation to the Vermont Network demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
17. Insurance Certification: It is the responsibility of Subrecipient to maintain current certificates of insurance on file through the term of this Agreement. Certificates will be provided upon request.
- a. Workers Compensation: With respect to all operations performed, Subrecipient shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.
  - b. General Liability and Property Damage: With respect to all operations performed under this Agreement, Subrecipient shall carry general liability insurance having all major divisions of coverage including automotive liability if applicable. The policy shall be on an occurrence form and limits shall not be less than:
    - \$1,000,000 Each Occurrence
    - \$2,000,000 General Aggregate
    - \$1,000,000 Products/Completed Operations Aggregate
    - \$1,000,000 Personal & Advertising Injury

18. **Child Support:** (Only applicable if Subrecipient is a natural person, not a corporation or partnership.) Subrecipient states that, as of the date this Agreement is signed, they:
  - a. is not under any obligation to pay child support; or
  - b. is under such an obligation and is in good standing with respect to that obligation; or
  - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. Subrecipient makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if Subrecipient is a resident of Vermont, Subrecipient makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.
  
19. **No Gifts or Gratuities:** Subrecipient shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
  
20. **Reporting potential fraud, waste, abuse and similar misconduct:** Subrecipient must promptly refer to the Grantor any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this award 1) submitted a claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct.
  
21. **Certification Regarding Debarment:** Subrecipient certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Subrecipient nor Subrecipient's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Subrecipient further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Subrecipient is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>.
  
22. **Restrictions and certifications regarding non-disclosure agreements and related matters:** No Subrecipient under this award may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
  
23. **State Facilities:** If the State makes space available to Subrecipient in any State facility during the term of this Agreement for purposes of Subrecipient's performance under this Agreement, Subrecipient shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available

upon request. State facilities will be made available to Subrecipient on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

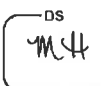
24. Certification Regarding Use of State Funds: If Subrecipient is an employer and this Agreement is a State funded grant in excess of \$1,001, Subrecipient certifies that none of these State funds will be used to interfere with or restrain the exercise of Subrecipient's employee's rights with respect to unionization.

**SIGNATURES**

The undersigned agree to the terms and conditions outlined within this agreement.

DocuSigned by:  
*Sarah Robinson* 9/16/2022  
45334E9430DD4D5 \_\_\_\_\_ Date  
Sarah Robinson, Deputy Director  
Vermont Network Against Domestic and Sexual Violence

DocuSigned by:  
*Sarah London* 9/16/2022  
CAEC462E4F0545A \_\_\_\_\_ Date  
Sarah London, Chief Assistant Attorney General  
Office of the Vermont Attorney General



**Firearms Technical Assistance Project**  
**MEMORANDUM OF UNDERSTANDING**

WHEREAS the Vermont Network Against Domestic and Sexual Violence (Vermont Network), the Vermont Attorney General's Office, the Vermont Defender General's Office, the Vermont State Police, the Vermont Judiciary, Disability Rights Vermont, AALV-VT, and the Abenaki Nation have come together to collaborate and to make an application for the Office of Violence Against Women's Fiscal Year 2021 Firearms Technical Assistance Project grant; and

WHEREAS the partners listed below have agreed to enter into a collaborative agreement in which the Vermont Network Against Domestic and Sexual Violence will be the lead agency and named applicant and other agencies will be partners in this application; and

WHEREAS the partners herein desire to enter into a Memorandum of Understanding setting forth the partnership provided by the collaborative; and

WHEREAS the application prepared and approved by the collaborative through its partners is to be submitted to the Office on Violence Against Women on or before September 22<sup>nd</sup>; and

**I. Description of Partner Agencies**

WHEREAS the Vermont Network is the federally recognized dual sexual and domestic violence coalition in Vermont. Its staff provide technical assistance and training to member programs and statewide partners, inform public policy, and coordinate statewide projects and conferences;

WHEREAS the Vermont Attorney General's Office serves the entire State of Vermont and includes civil, civil rights, criminal, consumer protection, community justice, environmental protection, administrative law, human services, Medicaid law and public protection divisions;

WHEREAS the Office of the Vermont Defender General provides public defense and assigned counsel to individuals throughout Vermont;

WHEREAS the Vermont State Police is housed within the Department of Public Safety and is a full-service law enforcement agency that provides primary law enforcement services to approximately 200 towns, 90 percent of the land mass, and 50 percent of the population in Vermont;

WHEREAS the Vermont Judiciary Court Administrator's Office serves provides leadership and support to judges and court staff and is comprised of four divisions: finance and administrative services, planning and court services, research and information services, and trial court operations;

WHEREAS the Vermont Council on Domestic Violence was established by the Vermont Legislature in 2008 to serve as the coordinated community response to domestic violence in Vermont;

WHEREAS the Disability Rights Vermont provides information, referral and advocacy services, including legal representation when appropriate, to individuals with disabilities throughout Vermont and advocates to promote positive systemic responses to issues affecting people with disabilities;

WHEREAS the AALV-VT serves new Americans in Vermont through a range of services including bridging case management, workforce development, behavioral health programming and interpreter services;

WHEREAS the Abenaki Nation is a State-recognized tribe which operates a tribal office in Swanton, VT to facilitate community building and cultural revitalization;

## **II. History of Relationship**

WHEREAS, all MOU partners have each contributed for many years to a coordinated community response to domestic violence in Vermont, including victim services, and standardized and best practice law enforcement, prosecution and court responses to domestic violence from institutions and agencies in Vermont; and

WHEREAS, The Vermont Network, the Attorney General's Office, the Office of the Defender General and the Judiciary have served as key partners in Vermont's current participation in the Firearms Technical Assistance Project (FTAP), since 2018. The Vermont Council on Domestic Violence and the Vermont State Police have each served on subcommittees of the FTAP project, and each have long histories of collaborative efforts regarding domestic violence. The Vermont Network has worked with AALV-VT and Disability Rights Vermont as part of the STOP Advisory Committee and related victim services coalitions. The Vermont Network has also built a more recent partnership with the Abenaki Nation and provided resources and technical assistance to their STOP funded advocate; and

WHEREAS all parties have knowledge and expertise in the development of coordinated responses, training and systems improvement which are central to promoting victim safety and preventing firearms related homicide; and

WHEREAS all parties desire to foster the Violence Against Women Act and related laws; and

## **III. Development of Application**

The Vermont Network, the Vermont Judiciary, the Vermont Attorney General's Office, the Office of the Defender General, the Vermont State Police, the Vermont Council on Domestic Violence, Disability Rights Vermont, AALV-VT and the Abenaki Nation are

eager to build upon their existing collaboration and participate in the Firearms Technical Assistance Project to better address victim safety and systems responses to the intersection of domestic violence and firearms; and

#### **IV. Roles and Responsibilities**

NOW, THEREFORE, the parties agree in this Memorandum of Understanding to carry out their responsibilities in the implementation of the grant award as set forth below:

1. All parties agree that they will act as a resource for the others and that they will work collaboratively on efforts to address firearms and domestic violence; and
2. All parties agree that the entities named below will be responsible for planning, developing and implementing their respective agencies' activities; and
3. The Vermont Network will provide grant administration, including fiscal administration and subrecipient monitoring, for all grant activities and will participate in the Management Team of the Firearms Technical Assistance Project; and
4. The Vermont Attorney General's Office will lead the Management Team and provide overall project site coordination, including communication between project partners, convening project meetings and leasing with project partners and national technical assistance providers. The Vermont Attorney General's Office will also serve as primary liaison between the FTAP project and Vermont's Fatality Review Commission; and
5. The Vermont Judiciary will participate in the Management Team and relevant subcommittees to improve court response to firearms and domestic violence; and
6. The Vermont Defender Generals Office will participate in the Management Team and relevant subcommittees to improve legal responses to firearms and domestic violence; and
7. The Vermont State Police will participate in the Management Team and relevant subcommittees to improve law enforcement responses to firearms and domestic violence; and
8. The Vermont Council on Domestic Violence will participate in the Management Team and will provide coordination and staffing of the Vermont Fatality Review Commission to improve data gathering and monitoring of relevant indicators related to firearms and domestic violence; and
9. AALV-VT will meet with national technical assistance providers and provide quarterly consultation to the Management Team about the intersection between firearms, domestic violence and culturally specific New American communities; and
10. Disability Rights Vermont will meet with national technical assistance providers and



provide quarterly consultation to the Management Team about the intersection of domestic violence, firearms and people with disabilities; and

11. The Abenaki Nation will meet with national technical assistance providers and provide quarterly consultation to the Management Team about the intersection of domestic violence, firearms and the culturally specific community they represent; and

## **V. Timeline**

The roles and responsibilities described above are contingent on the Vermont Network receiving funds requested for the project described in the grant application. Responsibilities under this Memorandum of Understanding would coincide with the grant period, anticipated to be 10/01/2021 through 9/30/2024.

## **VI. Commitment to Partnership**

1. The collaboration service area includes the state of Vermont.
2. The partners agree to collaborate pursuant to the program narrative of the grant application provided to project partners.
3. Compensation for partners' contribution to this project will be provided as outlined in the OVW budget detail worksheet, as approved by the MOU partners.
4. We, the undersigned have read and agree with this MOU.

**Signature Page**

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Karen Tronsgard-Scott, Executive Director, Vermont Network Against Domestic and Sexual Violence

DocuSigned by:



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TJ Donovan, Vermont Attorney General

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Hon. Brian Grearson, Chief Superior Judge, Vermont Judiciary

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Matthew Valerio, Defender General of Vermont

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Michael Schirling, Commissioner, Department of Public Safety

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Heather Holter, Director, Vermont Council on Domestic Violence

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Yacouba Bogre, Executive Director, AALV-VT

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Lindsey Owen, Executive Director, Disability Rights Vermont

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Chief Richard Menard, Abenaki Nation

## FTAP Budget

	SFY2023	SFY2024	SFY2025	
	Sept 12 - June 30	July 1 - June 30	July 1 - June 30	TOTAL
# Hrs/Increase	30	3.90%	3.90%	
Salary	\$ 1,563.30	\$ 54.14 \$ 1,624.27	\$ 56.25 \$ 1,687.62	\$ 117,374.98
EAP	\$ 1.25	\$ 1.25	\$ 1.25	
Dental	\$ 53.15	\$ 53.15	\$ 53.15	
LTD	\$ 2.63	\$ 2.73	\$ 2.84	
Life	\$ 20.89	\$ 21.70	\$ 22.55	
Retirement	\$ 183.69	\$ 190.85	\$ 198.30	
FICA	\$ 119.59	\$ 124.26	\$ 129.10	\$ 28,453.63
<b>Cost/Pay Period</b>	<b>\$ 1,944.50</b>	<b>\$ 2,018.22</b>	<b>\$ 2,094.81</b>	<b>\$ 145,828.61</b>
# of Pay Dates	20 \$ 38,890.05	26 \$ 52,473.63	26 \$ 54,464.94	\$ 145,828.61
Indirect Rate	19.3% \$ 7,505.78	\$ 10,127.41	\$ 10,511.73	\$ 28,144.92
<b>Total Costs</b>	<b>\$ 46,395.83</b>	<b>\$ 62,601.04</b>	<b>\$ 64,976.67</b>	<b>\$ 173,973.54</b>