

Camille McCashland
Grant Director



304 N 8th St., Room 455
Boise, ID
(208)854-3046

June 10, 2021

Kendall Nagy
Meridian Police Department
1401 E Watertower St.
Meridian, ID 8642

Re: Notice of Partnership for Success Law Enforcement Grant Funding

Dear Ms. Nagy,

The Office of Drug Policy (ODP) is pleased to announce that the Meridian Police Department has been approved for a Partnership for Success Law Enforcement grant aimed to prevent underage drinking, marijuana use, and methamphetamine use through June 30, 2022. The Meridian Police Department has been funded for the following activities: compliance checks and shoulder tap operations. Please reference the attached documents detailing the award.

The total funding allocated for this grant is \$7,109.74. It is required that you return a signed Grant Agreement and Grant Allocation Summary and initialed Special Terms and Conditions by June 29, 2021. If these documents are not received within that timeframe, the grant award may be withdrawn.

A required virtual training will take place on Wednesday, July 8 from 10 AM to 11 AM to review the process for requesting reimbursement and reporting data for activities related to this award. All grantees must have at least one individual participate in this training. Login information for this training will be sent July 1.

If at any time you have questions or concerns about this grant award, please do not hesitate to contact me. I look forward to working with your agency.

Warm regards,

Camille McCashland

Camille McCashland
Grant Director
Idaho Office of Drug Policy
208.854.3046
camille.mccashland@odp.idaho.gov

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is by and between the Idaho Office of Drug Policy (ODP) and the Meridian Police Department (the “Sub-recipient”).

Section 1: Delivery of Services

- 1.1 Grant Award Period** – The term of this agreement is July 1, 2021 – June 30, 2022. Services shall begin no sooner than July 1, 2021, or when both parties have signed this agreement, and will terminate June 30, 2022. ODP will NOT pay for any services delivered prior to July 1, 2021 or after June 30, 2022.
- 1.2 Grant Services** – The Sub-recipient shall deliver services as outlined in the Grant Allocation Summary attached hereto and incorporated by this reference. The parties may amend the Agreement from time to time if needed, in order to accurately reflect the services provided by the Sub-recipient.
- 1.3 Sub-recipient Role** – ODP requires the Sub-recipient to deliver the services as outlined in the Agreement. The Sub-recipient may not transfer, subcontract, or delegate its obligations to any third parties without ODP’s written consent. Failure to abide by this restriction may result in termination of the Agreement, or any other remedies available to ODP.

Section 2: Terms of Funding

- 2.1 Use of Funds** – The Sub-recipient agrees that funds will be used only for the approved cost categories shown on the approved budget; however, the Sub-recipient may make budget changes within the approved cost categories not to exceed 2% of the total award amount. Any changes in excess of 2% or outside of an approved budget category must be requested by the Sub-recipient and approved by ODP in a written notice prior to incurring cost.
- 2.2 Payment of Grant Funds** – ODP will pay the Sub-recipient within 60 days of receipt of invoice contingent upon the completion of the agreed upon services, entry of required data on the quarterly reports, and compliance with the Special Terms and Conditions listed in this Agreement. Information regarding data entry will be provided.

Section 3: Roles and Responsibilities

- 3.1 Relationship** – The Sub-recipient’s relationship with ODP will be that of a grantee. Nothing in this Agreement creates a partnership or employer-employee relationship between the parties. ODP will not obtain workers’ compensation insurance for Sub-recipient or its employees and is not a “statutory employer” of Sub-recipient or its employees.

- 3.2 Taxes and Record Keeping** – The Sub-recipient is solely responsible for filing all tax returns to any federal, state or local tax authority. Additionally, the Sub-recipient must maintain and provide to ODP, upon request, all documentation supporting the Sub-recipient's request for payments.
- 3.3 Review** – All records and documents related to this Agreement, including but not limited to fiscal records, shall be available for review, audit, and copying by ODP, and by state and federal inspectors or auditors for the period of 3 years, beginning July 2022.

Section 4: Termination

- 4.1 Termination of Agreement** – If the Sub-recipient fails to provide any of the services outlined in this Agreement, ODP may provide written notice to require any of the following: 1) require the Sub-recipient to make corrective action to ensure compliance with the Agreement; 2) reduce the funding allocation to more adequately reflect the services that will be provided, as determined by ODP in its sole discretion; 3) termination this Agreement; or 4) pursue any other remedy available at law or in equity.

Section 5: Insurance

- 5.1 Insurance** – The Sub-recipient shall maintain comprehensive general liability insurance and all coverages required by law sufficient for the purpose of carrying out the duties and obligations arising under this Agreement. Sub-recipient shall maintain, at all times, applicable hereto, a comprehensive liability coverage in such amounts as are prescribed by Idaho Code §6-924 as amended from time to time, as well as worker's compensation coverage for its employees as required by Idaho Code §72-301 as amended from time to time. Sub-recipient's liability coverage obligations shall be administered by the Administrator of the Division of Insurance Management in the Department of Administration for the State of Idaho, and may be covered, in whole or in part, by the State of Idaho's Retained Risk Account. Sub-recipient shall cover its liability for worker's compensation through the State of Idaho's State Insurance Fund. Upon written request, Sub-recipient shall furnish ODP with documentation evidencing the insurance required by this Agreement.

Section 6: Allocation of Liability

- 6.1 Allocation of Liability** – Each party will be responsible only for liabilities associated with the conduct of its own officials, employees, agents and volunteers, subject to the provisions of the Idaho Tort Claims Act, Idaho Code §6-901 through §6-929. Each party will defend the other party against any claims that arise solely from alleged wrongful acts, omissions or negligence of the defending party in the course of this Agreement, but does not assume responsibility for the acts, omissions or negligence of the other party of the other party's officials, employees, agents and volunteers. Each party shall promptly notify the other party of any claim arising under this Agreement and shall cooperate fully with the defending party or its representatives in the defense of such claim. The parties acknowledge that, if both parties participate in the State of Idaho Risk Program, any tort

liability claim, suit or loss arising from this Agreement shall be allocated in the accordance with law by the Office of Risk Management for purposes of the respective loss experiences and subsequent allocation or self-insurance assessments. Any party participating in the State of Idaho Risk Program shall notify such program in the event is receives notice or has knowledge of any claims arising out this Agreement.

Section 7: Assurances

- 7.1 Authority** – The Sub-recipient represents that the individual signing this Agreement has authority to bind the Sub-recipient to the terms of this Agreement.
- 7.2 Assurances** – Sub-recipient assures ODP that all activities performed under this grant will conform to the following ODP Substance Abuse Prevention Services program standards:
- 7.2.1 Assurance of Compliance with Record Keeping/Data Collection Standards** – The Sub-recipient will maintain detailed records on all grant funded activities, which indicate the date, time, number of participants reached, and the nature of services delivered under the grant award. The Sub-recipient will be required to collection evaluation data on all projects and submit that data to ODP via an online platform. These records shall be subject to inspection by ODP. ODP has the right to audit reimbursement requests both before and after payment and to contest any billing or portion thereof.
- 7.2.2 Assurance of Compliance with Idaho State Laws** – The Sub-recipient assures ODP of its commitment to abide by any applicable state and federal laws, rules, regulations, and executive orders of the Office of the Governor of the State of Idaho, pertaining to equal opportunity. Pursuant to all such laws, rules, regulations, and executive orders, the Sub-recipient assures ODP that no person in the State of Idaho shall, on the grounds of race, color, religion, sex, national origin, age, or disability, be excluded from employment with or participation in, be denied the benefit of, or be otherwise subject to discrimination under any program or activity performed under a grant award(s) entered into pursuant to this Agreement.
- 7.2.3 Assurances of Compliance with Parental Consent Policy** – The Sub-recipient assures ODP that all activities conducted with grant funds to provide services to minors will collect appropriate parental consent. All applicable staff will be fully informed of, and will abide by, the policies and requirements set forth therein.
- 7.2.4 Assurance of Compliance with Charitable Choice Policy** – The Sub-recipient assures ODP it shall comply with the Faith-based Status and Policy Compliance.
- 7.2.5 Assurance of Compliance with Lobbying Policy** – The Sub-recipient assures ODP that lobbying activities will not be conducted using grant funds.

- 7.2.6 Assurance of Compliance with Federal Law regarding Supplanting of Funds**
The Sub-recipient assures ODP that Partnership for Success Law Enforcement grant funds will not be used to supplant expenditures from other Federal, State or local sources.

Section 8: Miscellaneous

- 8.1 Governing Law** – Agreement shall be governed by and construed under the laws of the state of Idaho and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada County in the state of Idaho in the event of any dispute with respect to the Agreement.
- 8.2 Termination of Fiscal Necessity** – ODP is a government entity and it is understood and agreed that ODP's reimbursement payments under this Agreement shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to ODP, as may exist from time to time. ODP shall have the right to terminate the Agreement in whole or in part (or any order placed under it) if, in its sole judgement, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for ODP to continue such payments, or requires any return or "give-back" of funds required for ODP to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g., through repeal of enabling legislation), or if the State discontinues or makes a material alteration of the program under which funds were provided, or if federal grant funds are discontinued. ODP shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease with ten (10) calendar days after notice to the Sub-recipient. Further, in the event that funds are no longer available to support the Agreement, as described herein, ODP shall not be liable for any penalty, expense, or liability or for general, special, incidental, consequential or other damages resulting therefrom. At Sub-recipient's request, ODP shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by ODP to terminate for its convenience.
- 8.3 No Waiver** – The failure of either party to require strict performance of any term of condition of this Agreement, or to exercise any option or discretion granted to it, in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect unless there is a prior written waiver by the wavering party.
- 8.4 Force Majeure** – If either party is delayed, hindered, or prevented from performing any act required under the Agreement by reason of delay beyond the reasonable control of the asserting party including, but not limited to, interruption of the power supply, theft, fire,

Act of God or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, then performance of the act shall be excused for the period of delay. In that event, the period for the performance of the act shall be extended for a period equivalent to the period of the delay. Matters of the Sub-recipient's finances shall not be considered a forced majeure.

- 8.5 Severability** – If any term, provision, covenant, or condition of the Agreement, or the application thereof to any party or circumstance, shall be held to be illegal, invalid, or unenforceable in whole or in part for any reason, the remaining terms, provisions, covenants and conditions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the illegal, invalid or unenforceable portion eliminated, so long as the Agreement as so modified continues to express, without materials change, the original intentions of the parties as to the subject matter of the Agreement, and the deletion of such portion of the Agreement will not substantially impair the respective benefits or expectations of the parties to the Agreement.
- 8.6 Entire Agreement** – The Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous applications, proposals, oral or written, negotiations, representations, commitments, and all other communications between the parties. All exhibits attached hereto and referenced herein are hereby incorporated and made an integral part of this Agreement.
- 8.7 Counterparts** – This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Accepted and Agreed

Sub-recipient Organization

Signed: Kendall Nagy
Title: Substance Abuse Prevention Coordinator
Date: 6/14/2021

Office of Drug Policy

Signed: M King
Title: Administrator
Date: 06.28.2021

PERFORMANCE REQUIREMENTS

Due Date: Quarterly Report Deadlines

Quarterly Progress and Financial Reports are due to ODP as follows:

Quarters	Months	Reporting Deadlines
Q1	July-Sept	Oct 15
Q2	Oct-Dec	Jan 15
Q3	Jan-March	April 15
Q4	April-June	July 15

- The Sub-recipient must enter all data required for quarterly outcome reporting into ODP's online platform to accurately record delivery of services:
<https://form.jotform.com/IdahoODP/le-quarterly-report>.
- Requests for reimbursements must be submitted as needed throughout the quarter through an online platform: https://form.jotform.com/IdahoODP/PFS-LE_Reimbursement.
- All requests for reimbursements pertaining to the fiscal year must be made before July 15, 2022.

Other Performance Requirements

- The Sub-recipient shall deliver the programs/services as detailed in the Grant Allocation Summary.
- The Sub-recipient shall collect and report data in accordance with ODP's directions and standards.
- The Sub-recipient shall be responsible for all news and information emailed and posted on prevention.odp.idaho.gov.

GRANT ALLOCATION SUMMARY

Partnership for Success (CDFA 93.243) Law Enforcement Grant Award State Fiscal Year 2022

Sub-recipient Name: Meridian Police Department
Grant Allocation: \$7,109.74

Budget Summary

Activity	Personnel	Contractual	Total
Compliance Checks	\$3,362.87	\$192.00	\$3,554.87
Shoulder Tap Operations	\$3,362.87	\$192.00	\$3,554.87
Total Budget			\$7,109.74

This award is subject to the Special Terms and Conditions attached.

Granting Official:

 Date: 06.28.2021

Recipient Official:

 Date: 6/14/2021

SPECIAL TERMS AND CONDITIONS

Initialing below ensures that the Meridian Police Department is aware and willing to comply with the Special Terms and Conditions.

Grantee

The Sub-recipient will not use federal funds made available through this award to supplant state or local funds. If there is a potential presence of supplanting, the Sub-recipient will provide documentation demonstrating that any reduction in non-Federal resources occurred for reasons other than receipt of expected receipt of Federal funds.

KN

The Sub-recipient must ensure that project funds are not commingled with funds from other federal services. In addition, the Sub-recipient is prohibited from commingling funds on either a program-by-program basis or a project-by-project basis. Funds specifically budgeted and/or received from one project cannot be used to support another. Where a Sub-recipient's accounting system cannot comply with this requirement, it is recommended that the Sub-recipient establish a system to provide adequate fund accountability for each project that it has been awarded.

KN

The Sub-recipient will ensure that all persons having contact with vulnerable populations, including but not limited to children, incarcerated individuals, the elderly, the unhoused, and individuals with mental illness, to deliver services funded by this grant will obtain a background check before services are delivered. The Sub-recipient shall supply ODP with documentation ensuring a proper background check, upon request.

KN

The Sub-recipient is responsible for employing organization and management techniques necessary to assure proper and efficient administration including accounting, budgeting, reporting, auditing, and other review controls and maintaining such records.

KN

The Sub-recipient will spend funds according to the Grant Allocation Summary. If there are needed modifications in the project budget or activities, the Sub-recipient will complete proper paperwork and await ODP approval before monies are spend on said modified activities.

KN

The Sub-recipient will ensure that all personnel costs associated with these funds are considered overtime.

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