

GRANT NOTIFICATION LETTER

August 28, 2023

Dear Chief Todd Byerly,

Congratulations! On behalf of the National Policing Institute (the Institute) and the Bureau of Justice Assistance (BJA) (Award Number: 15PBJA-21-GK-03942-RURA), it is my pleasure to inform you that your application for the Rural Violent Crime Reduction Initiative (RVCRI) grant has been approved! The approved grant amount is **\$115,036.25**. The grant period of performance is **May 1, 2023 to April 30, 2025**.

This unique program is intended to help rural agencies access federal funds to support their crime reduction efforts. The Institute will work closely with each awardee to ensure that all federal requirements are met while creating a supportive environment where awardees can ask questions and get the support they need to be successful. The Institute has streamlined the documentation process and will provide all required information to awardees via this award notification and certification package. If, at any point, you need assistance with any section of this package, please contact us at RuralVCRI@policinginstitute.org, and we will assist you.

AWARD ACCEPTANCE FORMS

This award notification and certifications package must be electronically signed by the Chief or Executive Officer and submitted via email within **ten business days** of receipt. Attached are the required forms that need to be submitted along with award acceptance. These forms include:

1. Award Notification and Certifications Package – This outlines grant terms, conditions, and certifications.
2. Direct Deposit – This allows us to set up your direct deposit for reimbursement.
3. [Federal Financial Assistance and Transparency Act \(FFATA\) Reporting Form](#) – This allows us to comply with FFATA reporting.
 - You will need a SAM's registration and DUNS/UEI number to complete this form. If you do not have these numbers, please register at SAM.gov before submitting this form.
 - Attached is a Quick Start Guide for registering in SAM. Additional resources can be found [here](#).
4. W-9 – This must be filled out for the department/agency. The W-9 and the name on the bank account on the direct deposit form should match. If there is a "doing business as" name, please note it on both.
5. [Use of Force Policy Certification](#) – This certification certifies compliance with the Executive Order on Safe Policing for Safe Communities. A list of credentialing bodies by state can be found at the link above. If this certification is already on file, provide a copy with your acceptance materials. If you need to obtain the certification, include that information in the submission of your acceptance materials.
6. Personnel Rate Letter – This confirms the personnel name, rank/title, and pay rates for all supported personnel. Each person should have a separate letter.
7. Travel Policy and Guidelines – This outlines the Travel Policies and Guidelines that must be followed if travel is a part of your grant. This is for information purposes only and does not need to be returned.
8. Grant Special Condition – This outlines the Special Conditions of the grant that all subrecipients of the National Policing Institute are required to adhere to. These Special Conditions are written to apply to the

National Policing Institute and thus will have BJA requirements that subrecipients are not required to follow, such as budget approval from the Office of the Chief Financial Officer. This is for information purposes only. This form does not need to be returned.

Award acceptance and the completed forms should be submitted to the RVCRI team at RuralVCRI@policinginstitute.org.

ONGOING REQUIREMENTS

As a part of the award, awardees are required to:

- Provide regular reporting updates, including crime data
- Participate in regular check-in calls with the Rural VCRI team
- Purchase equipment and services in a manner compliant with federal and local procurement guidelines
- Request reimbursement for the above purchases in a manner consistent with the Reimbursement and Invoicing Guidelines of the grant
- Participate in the development of a final report that includes a discussion of project successes, challenges, and sustainability

FEDERAL REQUIREMENTS

In addition to the above requirements, grantees must agree to abide by all award conditions of 15PBJA-21-GK-03942-RURA, before accepting the award. The award conditions are included as part of this package. Please note that award requirements include not only the conditions and limitations outlined in this letter and attachments but also compliance with assurances and certifications related to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important issues (e.g., specific restrictions on the use of funds). Therefore, all key staff should receive the award conditions, assurances, certifications, and applications to understand the award requirements. Information on all pertinent award requirements must also be provided to any subrecipient of the award. If needed for auditing purposes, the Catalog of Federal Domestic Assistance (CFDA) number is 16.039.

Should you accept the award and fail to comply with an award requirement, the Institute will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds. The RVCRI team is here to support you throughout the grant, provide clarity, and answer any questions you may have.

Congratulations on your successful application! We look forward to working with you. If you have any questions, please contact the RVCRI team at RuralVCRI@policinginstitute.org.

Congratulations! We look forward to working with you,



Signature

Date

AWARD CERTIFICATIONS

The below sections outline grant assurances, certifications, and special conditions that must be abided by to ensure compliance with 15PBJA-21-GK-03942-RURA. These requirements encompass financial, administrative, and programmatic matters, as well as other important issues (e.g., specific restrictions on the use of funds). Therefore, all key staff should receive the award conditions, assurances, certifications, and applications to understand the award requirements. Information on all pertinent award requirements must also be provided to any subrecipient of the award. These certifications should be acknowledged by the Chief or Executive Officer.

AWARD CERTIFICATIONS

I, **Todd Byerly**, certify that the **Douglas, Wyoming Police Department** will, understands, and agrees to:

- Provide regular reporting updates, including crime data, to the Institute on a monthly basis.
- Participate in regular check-in calls with the RVCRI team to provide reporting updates, implementation updates, receive training and technical assistance (TTA), and ask questions to ensure efficient and effective implementation of the RVCRI proposal.
- Purchase equipment and services in a manner compliant with federal and local procurement guidelines.
- Comply with all the Institute invoicing and reimbursement requirements, including invoicing for reimbursement within 30 days of purchase and/or submitting monthly invoices by the fifth of the following month for ongoing expenses, such as personnel support. Invoices will include detailed descriptions of items requested for reimbursement as outlined in the approved proposal narrative and budget.
- Understands that payments will only be made upon submission of an approved invoice. Submitting invoices via email will facilitate the timely processing of payments. Invoices will be submitted to RuralVCRI@policinginstitute.org. The Institute uses Bill.com for payments. Payments will be made to the agency via ACH unless checks are required. The Direct Deposit form has been provided.
- Participate in report development as required by the Institute on a schedule determined by the Institute. This will include participation in the development of a final report that includes a discussion of project successes, challenges, and sustainability.
- Understands that the Institute may terminate this grant if the agency fails to comply with the requirements, certifications, and special conditions of this grant. The Institute may terminate this grant upon termination of the prime federal award. Such termination shall be effective immediately upon written notice. Upon termination or expiration of this grant for any reason, the grantee shall promptly return all copies of any Institute data, records, or materials of whatever nature or kind, including all materials incorporating the proprietary information of the Institute, return all federal funds, and furnish all work in progress or portions thereof, including all incomplete work.
- Follow the Institute travel policy and guidelines for any travel expenditures covered by the grant as outlined in the approved proposal narrative and budget. The travel policy and guidelines are provided below. In the absence of an established travel policy, the organization must comply with the Federal Travel Regulations (see 2 C.F.R. § 200.474).
- Shall not use any of the funds from this grant in a manner inconsistent with the terms of this grant. Specifically, **Douglas, Wyoming Police Department** may not engage in any of the activities listed below or

any other activities that would result in jeopardizing the status of the Institute under Internal Revenue Code Section 501(c)(3), including:

- a. carrying on propaganda or otherwise attempting to influence legislation,
 - b. influencing the outcome of any specific public government election,
 - c. inducing or encouraging violations of law or public policy, or
 - d. causing any private inurement or improper private benefit to occur.
- Understands that if any of the provisions of this grant are ruled illegal, invalid, or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, they shall, to that extent, be deemed omitted, and the remainder of this grant shall continue to be in full force and effect. No waiver of any breach of any provision of this grant shall constitute a waiver of any other breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
 - Understands that this grant is governed and construed in all respects in accordance with the laws of Virginia.
 - Understands that the grantee and the Institute are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this grant to create an agency, partnership, or joint venture between them. Nothing in this grant shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Institute and the agency.
 - Agrees not to disclose to any third party any proprietary information without the prior written consent of the disclosing party. The grantee and the Institute further agree to take the same care with proprietary information as it does with its own, but in no event with less than a reasonable degree of care. This obligation shall survive beyond the effective termination date of this grant. These restrictions shall not be construed to apply to (1) information generally available to the public; (2) information released by either party generally without restriction; (3) information independently developed or acquired by either party or its personnel without reliance in any way on other protected information of the other party; or (4) information approved for the use and disclosure of either party or its personnel without restriction. This paragraph shall not supersede or replace any separate confidentiality or nondisclosure agreement signed by the agency, nor shall any such separate agreement supersede or replace this paragraph, but rather all such confidentiality obligations shall remain in force.
 - Agree that all data and materials developed or provided while working on this grant are the property of BJA but that the agency will have the opportunity to review any publications before distribution. Further, the agency will assign to the Institute the entire interest in, and the copyright, patent, or any similar rights to, and such data and related materials, together with, but not limited to, the right to secure renewals, reissues, and extensions of any copyright, patent, or similar rights. The agency agrees that the publication of data, written, oral, or other, concerning this Project, shall be at the sole discretion of the Institute with such credit to the agency as the Institute, in its discretion, shall determine.
 - Agree not to take any legal action against the Institute, its affiliates, directors, officers, employees, agents and representatives, and any other party acting on behalf of the Institute alone or in conjunction with another party, unless the agency has given the Institute prompt notice of the dispute and discussed such

matter in good faith with the Institute for a period of at least sixty (60) days and attempted to resolve such matter through means other than legal action.

- Confirms that it will use the grant funds in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders, including but not limited to, the U.S. Patriot Act of 2001 and Executive Order 13224.
- Agrees to defend, indemnify, and hold harmless the Institute, its affiliate, directors, officers, employees, agents and representatives, and any other party acting on behalf of the Institute from and against and with respect to any and all claims, demands, suits, causes of action, judgments, obligations, damages, settlements, liabilities, penalties, costs, and expenses of any kind or nature including, without limitation, reasonable attorney's fees or disbursements, arising out of, or relating to **Douglas, Wyoming Police Department's** performance or breach of this award acceptance or negligent or wrongful act or omission (or alleged act or omission) in connection with the grant. The agency agrees to provide the Institute with prompt notice of any event or assertion of which it has knowledge concerning any matter as to which a request for indemnification under this grant may be made.
- Acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the Institute, must determine whether the agency has been excluded from the system and any federal funding received or to be received by the Institute in relation to this grant prohibits the Institute from contracting with any agency that has been so listed. In the event the agency is debarred or suspended under the SAM, the agency shall notify the Institute in writing of such determination within five (5) business days as set forth in the grant. The Institute shall have the right, in its sole discretion, to declare the grant terminated for breach upon receipt of the written notice.
- Read, acknowledges, understands, and will abide by all Special Conditions and terms outlined in the Special Conditions document provided with this acceptance package under BJA Award Number: 15PBJA-21-GK-03942-RURA.

Signature

Date

CITY OF DOUGLAS WYOMING

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The Douglas (WY) Police Department (DPD) has seen a drastic increase in drug related and violent crime from 2020 to 2023. In 2022, DPD handled 88 drug related incidents compared to two (2) in 2020. The City of Douglas has two (2) exits into the incorporated city limits, one on the East side of town and one on the West. Not only has this agency seen an increase in drug related crimes and incidents, but there has also been an increase in drug related deaths, child abuse, burglaries, assaults, and child pornography crimes. Over the course of the last three (3) years, DPD has added a second School Resource Officer to handle the increase in school related incidents, implemented a drug K9 program, increased training for officers as it relates to investigations, drugs, and violent crimes, as well as more advanced leadership training for middle and upper-level supervisors. DPD has increased information sharing and resources with other agencies including the Wyoming Division of Criminal Investigation to further expedite and enhance these types of investigations as well as resolving these matters in an expedient manner for the victims.

Additional funding, if granted, through the Rural Violent Crime Reduction Initiative, would enhance our goal of reducing drug related and violent crime in the Douglas and surrounding communities. These funds would be utilized for installation of cameras on the east and west sides of town which correlates with the school system layout, interstate exits into town, as well as our currently identified high trafficking areas. DPD would use these funds for the installation of Pan, Tilt, Zoom (PTZ) cameras with a 360-degree view, remote operation, and real-time viewing. These cameras would not only assist in investigations, but surveillance of our identified high crime areas. Towers currently exist on Converse County School District #1 buildings which are located on the East and West side of towns, providing the maximum coverage of our community. DPD administration has already met with school district administration. School district administration has already agreed to allow these cameras to be installed at these locations as there is already power and internet connections. A Memorandum of Understanding (MOU) will be developed between DPD and CCSD #1 for this project.

Department administration has met with City Information Technology (IT) Managers to ensure this project is possible and manageable, both short and long-term. This project will be put out to bid as IT does not have the time, nor capability, for the installation of the cameras. We do not have bids or projected costs for the PTZ Cameras yet due to the small timeframe to accept this award. Currently, our best estimate is roughly \$4,000 per camera and up to \$1,500 for installation. We anticipate purchasing 2-3 PTZ cameras within the \$15,000 budget and using any additional funds to go towards our current RVCRI overtime funds for drug and violent crime investigations. Once we have exact cost breakdowns, we will be sure to provide to the RVCRI team with those numbers and remain communicative on this endeavor.



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