Board of Finance

Monday, October 21, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall

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1. Agenda

Subject	**1.1. Motion to adopt agenda**
Meeting	October 21, 2024 - Board of Finance Meeting - Monday, October 21, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

2. Public Forum

Subject	**2.1. Verbal Comments**
Meeting	October 21, 2024 - Board of Finance Meeting - Monday, October 21, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	2. Public Forum
Department	Council and Board

Type	Action (Consent) Procedural
Recommended Action	open Public Forum close Public Forum

3. Consent Agenda

Subject	**3.1. Motion to adopt the consent agenda and take the actions indicated**
Meeting	October 21, 2024 - Board of Finance Meeting - Monday, October 21, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated

Subject	**3.2. October 7, 2024 Special Board of Finance Meeting Minutes, Draft**
Meeting	October 21, 2024 - Board of Finance Meeting - Monday, October 21, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Minutes Information
Recommended Action	approve the minutes

Subject	**3.3. Monthly Financial Review - Budget to Actual as of September 30th, 2024 - C/T**
Meeting	October 21, 2024 - Board of Finance Meeting - Monday, October 21, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Information
Recommended Action	for information only

Subject	**3.4. Ethan Allen Parkway Traffic Calming Grant Project Commitments Form - DPW**
Meeting	October 21, 2024 - Board of Finance Meeting - Monday, October 21, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall

Category | 3. Consent Agenda

Department | Public Works Department

Type | Action (Consent)

Recommended Action

1. To approve and recommend that the City Council authorize the Director of Public Works to execute the Project Commitments Form from the Vermont Agency of Transportation for Ethan Allen Parkway Traffic Calming, obligating the City to commit a local match of $117,273 which includes a 10% contingency for a total project budget of $192,273 in furtherance of accepting a reimbursable grant amount up to $75,000, and to take such further actions and execute such further instruments as may be necessary or convenient to implement the project within existing project appropriations, subject to review and approval by the City Attorney's Office.
2. To approve necessary amendments to the Ethan Allen Parkway Project Budget by adjusting the accounts substantially as described herein and in the attached draft budget amendment form, and further to authorize the Chief Administrative or designee to effect all necessary transfer of funds in furtherance of such amendments.

Subject **3.5. VT Center for Crime Victim Services "Victims of Crime Act" (VOCA) grant (Grant # 02160-VOCA23-4009608-2025 - CJC**

Meeting | October 21, 2024 - Board of Finance Meeting - Monday, October 21, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall

Category | 3. Consent Agenda

Department | Community Justice Center

Type | Action (Consent)

Recommended Action | to approve and recommend that the City Council approve the acceptance of Grant # 02160-VOCA23-4009608-2025 in the amount of $140,164 for FY25 and to authorize CEDO Director Pine or his designee to sign the grant acceptance and to take such further actions and execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby, subject to review and approval by the City Attorney's Office, including acceptance of any additional amounts that may become available during the same fiscal year from the same source that do not require a local match or place new conditions on the City

Subject **3.6. BED FEMA Grant for winter 2022 storm admin expenses and July 2023 flooding damage - BED**

Meeting | October 21, 2024 - Board of Finance Meeting - Monday, October 21, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall

Category | 3. Consent Agenda

Department | Burlington Electric Department

Type | Action (Consent)

Recommended Action | move to approve and authorize the BED General Manager or their designee to:
(1) accept $753.32 in additional funds under State of Vermont Public Assistance Grant# 02140-84695-003 to reimburse BED for administrative/management expenses related to seeking FEMA assistance for damages resulting from the December 2022 winter

storm
(2) subject to final review and approval by the City Attorney's Office, to accept and execute grant agreements for the State of Vermont Public Assistance Grant #:02140-84720-026 in an amount not to exceed $75,000 to reimburse BED for 100% of certain debris removal expenses and 75% of other debris removal and damage repair expenses resulting from severe flooding in July 2023

4. Deliberative Agenda

Subject	**4.1. Champlain Parkway Cooperative Agreement Amendment No. 9 - DPW**
Meeting	October 21, 2024 - Board of Finance Meeting - Monday, October 21, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Director of Public Works, or his designee, to execute Amendment No. 9 to the Cooperative Agreement for the Champlain Parkway Project for continued project construction by increasing the maximum limiting amount by $17,000,000 and the local match obligation by $340,000, for a total authorized maximum limiting amount of $82,000,000, including a total local match obligation of $1,640,000, subject to the prior review and approval of the City Attorney's Office

Subject	**4.2. Creation of one (1) new position, the Police Receptionist (Police Department) - HR/Police**
Meeting	October 21, 2024 - Board of Finance Meeting - Monday, October 21, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Police Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve: • the creation of a "Police Receptionist," a Regular, Full-time, Non-exempt, AFSCME, Grade 13 position within the Burlington Police Department

Subject	**4.3. BED Customer Information System contract - BED**
Meeting	October 21, 2024 - Board of Finance Meeting - Monday, October 21, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Burlington Electric Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve and authorize the General Manager of BED to execute with SpryPoint a Master Services Agreement to purchase a SaaS subscription and receive associated implementation, support, and maintenance

services for a customer information system, customer portal, and mobile workforce management system at fixed, not-to-exceed prices, subject to review and approval of the City Attorney's Office and subject to appropriations for each relevant fiscal year

Subject	**4.4. Downtown Tax Increment Financing District Audit - Authorization for Final Transactions - C/T**
Meeting	October 21, 2024 - Board of Finance Meeting - Monday, October 21, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	1. To approve and recommend that the City Council authorize the Chief Administrative Officer to take all necessary steps to ensure the reimbursement of both the City's 711 and Downtown TIF Funds in the total amount of $506,395 from remaining FY2024 Operating Budget portion of the City's Assigned Fund Balance. 2. To approve and recommend that the City Council authorize the Chief Administrative Officer to take all necessary steps to ensure the reimbursement of the City's Downtown TIF Fund in the total amount of $106,388 from the City's 711 Fund. 3. To approve and recommend that the City Council authorize the Chief Administrative Officer to take all necessary steps to ensure the reimbursement of the City's Traffic Fund in the total amount of $134,653 from the City's Downtown TIF Fund.

Subject	**4.5. Resolution: Adoption of a Policy on Procurement, Property Dispositions, and Approval Authority for Public Contracts and Related Financial Transactions - C/T**
Meeting	October 21, 2024 - Board of Finance Meeting - Monday, October 21, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution

5. Adjournment

Subject	**5.1. Motion to adjourn**
Meeting	October 21, 2024 - Board of Finance Meeting - Monday, October 21, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	5. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

BURLINGTON BOARD OF FINANCE
SPECIAL MEETING
BUSHOR CONF. ROOM, FIRST FLOOR, CITY HALL *OR*
REMOTE MEETING WITH CALL-IN NUMBER
BURLINGTON, VERMONT
MINUTES OF MEETING
DRAFT
October 7, 2024

MEMBERS PRESENT:	Mark Barlow Sarah E Carpenter Ben Traverse Joe Kane Emma Mulvaney-Stanak
OTHERS PRESENT:	Katherine Schad Erin Jacobsen Jessica Brown Gene Bergman Mary Danko Will Clavelle Joanna Schneider Helen Reed

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1.0 CALL TO ORDER and AGENDA

1.1 Motion to amend/adopt the agenda
Mayor Mulvaney-Stanak called the Board of Finance meeting to order at 5:31 PM

MOTION by City Council President Traverse, SECOND by Councilor Barlow, to amend and adopt the agenda as follows:

- **Move Item 4.3 to be 4.1, and move items 4.1 and 4.2 to be items 4.2 and 4.3, respectively.**

VOTING: unanimous; motion carries.

2.0 PUBLIC FORUM

2.1 Verbal Comments
Sharon Bushor thanked staff for providing the org charts for the library.

3.0 CONSENT AGENDA

3.1 Motion to adopt the consent agenda and take the actions indicated.
3.2 September 9, 2024 Board of Finance Meeting Minutes, Draft – approve the minutes.
3.3 September 23, 2024 Special Board of Finance Meeting Minutes, Draft – approve the minutes.
3.4 National League of Cities (NLC) Grant Acceptance for Training Underserved Arabic-speaking Burlington residents to become Personal Care Assistants (PCAs) – CEDO – approve the acceptance of the National League of Cities (NLC) Grant for $20,000 and authorize Brian Pine, CEDO Director, to execute all pertinent documents necessary to carry out the requirements of the grant funding.

MOTION by City Council President Traverse, SECOND by Councilor Carpenter, to adopt the consent agenda and take the actions indicated for items 3.1-3.4.

VOTING: unanimous; motion carries.

4.0 DELIBERATIVE AGENDA

4.1 ONE Graffiti-to-Mural Project Proposal (building at the Elmwood-Intervale Intersection) – Ward Two City Councilor Gene Bergman
Councilor Bergman began by noting that the building in question is at 1 Intervale Avenue and that it has had a problem with graffiti for a very long time, despite many attempts to work on it. He said that this is a great pilot project for renovation and business support. He noted that this would be funded using Council Initiative Funds, and said that he would be happy to work with other Councilors to help develop a process with criteria for using this fund source in the future. Helen Reed, a resident in the Old North End, spoke about how she has worked to obtain buy-in from the Vermont Paint Company, volunteers, and the City Council to try and convert the building in question's graffiti to a public mural. Johanna Schneider, a Small Business Support Specialist in the City's Business Development Department spoke about the department's involvement in terms of communicating with the owners of the building and determining what kind of mural to do.

Councilor Barlow expressed support for the mural and for setting up a process for the use of these funds for future projects as well. He asked for further detail about the budget and funding. Councilor Bergman replied that the $5,500 is for 50% of the cash costs of the project, which would cover paint and supplies, a coordinator, and muralists.

MOTION by Councilor Carpenter, SECOND by City Council President Traverse, to authorize the expenditure of $5,500 in Council Initiative Funds to pay for costs of an owner-community graffiti-to-mural project on 1 Intervale Avenue.

VOTING: unanimous; motion carries.

4.2 Creation of two (2) Library Patron Specialist positions – Library/HR
Director Danko said that this item relates to bringing security in-house at the Library, which has many benefits (such as overseeing the training and cultural competency of security staff, ensuring that the staff have access to buildings, and ensuring that staff are able to log into the City's network for communication purposes).

Councilor Carpenter asked whether these need to be permanent positions and whether the need for them will continue into the future. Director Danko replied that given that there is a large effort to right-size departments for the future, she would be open to thinking about the future of the positions. Councilor Carpenter requested that the Mayor and her staff put together a public safety "budget" of all the initiatives the City is undertaking in the public space, what is paid for through state dollars, and what is paid for through the General Fund. Mayor Mulvaney-Stanak agreed that this would be a valuable exercise, and can help the City determine other areas to be brought in-house, as well as show how much Burlington is disproportionately funding to address systemic failures.

Councilor Barlow said that this does not line up with the budget proposal and is about $50,000 more than that. He said he is supportive of it, given the acute need to address security concerns at the Library, but expressed concern that this will be an ongoing cost. He said he hopes that the security conditions improve and that there is no longer a need for these positions in the long term. He agreed with Councilor Carpenter's suggestion for an inventory of funding put toward public safety concerns and initiatives in the City, both public and private.

City Council President Traverse asked about the existing contracted security services, whether they are aware of this proposal, and what the plan is for wrapping up their contract and services. Director Danko replied that there is currently a six-month contract in place and that contract also has a 60-day escape clause for both parties. She said that the plan is to begin in-house security at the end of the current six-month contract.

MOTION by Councilor Barlow, SECOND by Councilor Carpenter, to recommend that the City Council approve the 1. Creation of Library Patron Specialist Lead, a Regular, Full-time (40 hours), non-exempt, AFCSME, Grade 15 position in the Fletcher Free Library; and 2. Creation of Library Patron Specialist, a Regular, Part-time (28 hours), non-exempt, AFCSME, Grade 14, position in the Fletcher Free Library.

VOTING: unanimous; motion carries.

4.3 Creation of a Library Outreach Specialist Position and approval for a contract with Howard Center, Inc. – Library
Director Danko said this item relates to another innovative idea for addressing the needs at the Library, which entails a collaborative effort with the Howard Center for a social worker/library outreach specialist position. She said that this position would help library guests navigate to other services, if needed, and would help build relationships. She noted that this type of intervention has worked well at other municipal public libraries in the country.

MOTION by City Council President Traverse, SECOND by Councilor Carpenter, to approve and recommend that the City Council approve the execution of a contract and any related documents needed to carry out said contract with Howard Center, Inc., for a 12-month contract of Library Outreach Specialist services for the Fletcher Free Library for $103,210.08 for which the City will be responsible for $78,210.08 and with $25,000 being supplied by the Friends of the Fletcher Free Library and to execute the contract and any related documents needed to carry out said contract, upon final review and approval of the City Attorney's Office and to authorize Mary Danko, Director of the Fletcher Free Library, to effect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to support the proposed Fletcher Free Library's project budget for FY25.

VOTING: unanimous; motion carries.

5.0 ADJOURNMENT

5.1 Motion to Adjourn

With no further business and without objection the meeting was adjourned at 6:04 PM.

RScty: AACoonradt

OFFICE OF THE CLERK TREASURER
City of Burlington ____
City Hall, 149 Church Street, Burlington, VT 05401 **Voice (802) 865-7000**
Fax (802) 865-7014

To: Board of Finance
From: Bradley Kukenberger, Director of Finance, Clerk Treasurer's Office
Date: October 21, 2024
Subject: Monthly Financial Review – Budget to Actual as of September 30th, 2024

Assessment and Projections

- **FY2025 Budget to Actuals through Q1**
  - For Reference, we are 25% through the fiscal year. Percentages of revenues received or expenses paid should be analyzed in that context. That said, many expenses or revenues occur only once during a fiscal year, which can misconstrue certain data points.
    - Projected Revenues: $103,365,754
    - Projected Expenditures: $103,341,591
    - Projected Surplus: $24,164

Revenue Category	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	% Used/Rec'd	Projected Revenue	Prior Year Total
Tax & Tax Equivalents	**$ 75,140,274**	**$ -**	**$ 75,140,274**	**$ 5,225,495**	**7%**	**$ 74,309,454**	**$ 66,250,417**
PILOT, Dev Fees, FFS	$ 8,136,136	$ -	$ 8,136,136	$ 2,943,929	36%	$ 8,136,136	$ 7,783,607
Property Taxes	$ 53,603,973	$ -	$ 53,603,973	$ 996,746	2%	$ 53,443,161	$ 48,038,082
Sales Tax Equivalents	$ 13,400,165	$ -	$ 13,400,165	$ 1,284,821	10%	$ 12,730,157	$ 10,428,727
Direct	**$ 14,210,369**	**$ -**	**$ 14,210,369**	**$ 3,408,047**	**24%**	**$ 13,499,851**	**$ 12,485,757**
FFS & Sales	$ 14,210,369	$ -	$ 14,210,369	$ 3,408,047	24%	$ 13,499,851	$ 12,485,757
Non-Receipts	**$ 11,042,737**	**$ 20,476**	**$ 11,063,213**	**$ 374,052**	**3%**	**$ 9,657,277**	**$ 6,444,884**
Budget Balancing	$ 1,088,000	$ -	$ 1,088,000	$ -	0%	$ -	$ -
Intra-City Xfers	$ 9,915,337	$ 20,476	$ 9,935,813	$ 339,300	3%	$ 9,617,877	$ 6,411,415
Pass-Through	$ 39,400	$ -	$ 39,400	$ 34,752	0%	$ 39,400	$ 33,469
Ancillary	**$ 5,285,098**	**$ -**	**$ 5,285,098**	**$ 790,488**	**15%**	**$ 3,422,096**	**$ 5,634,954**
Fines & Penalties	$ 2,245,851	$ -	$ 2,245,851	$ 474,374	21%	$ 1,897,497	$ 2,059,753
Investments & Savings	$ 1,455,437	$ -	$ 1,455,437	$ 51,057	4%	$ 204,230	$ 2,294,729
Leases & Rent	$ 1,172,661	$ -	$ 1,172,661	$ 227,305	19%	$ 909,221	$ 1,174,227
Miscellaneous	$ 411,149	$ -	$ 411,149	$ 37,751	9%	$ 411,149	$ 106,245
Charity	**$ 2,315,454**	**$ 59,863**	**$ 2,375,317**	**$ 943,903**	**41%**	**$ 2,477,077**	**$ 4,008,935**
Contributions, Donations, Gifts	$ 1,027,500	$ -	$ 1,027,500	$ 297,281	29%	$ 1,189,123	$ 906,187
Foundations & Grants	$ 1,287,954	$ 59,863	$ 1,347,817	$ 646,622	50%	$ 1,287,954	$ 3,102,747
Revenue Total	**$ 107,993,932**	**$ 80,339**	**$ 108,074,271**	**$ 10,741,985**	**10%**	**$ 103,365,754**	**$ 94,824,947**
Expense Category	**Adopted Budget**	**Budget Amendments**	**Amended Budget**	**YTD Transactions**	**% Used/Rec'd**	**Projected Expenses**	**Prior Year Total**
Personnel Services	$ 67,054,220	$ 4,518	$ 67,058,738	$ 10,262,586	15%	$ 63,035,214	$ 60,834,385
Capital Equipment	$ 742,418	$ 341,511	$ 1,083,929	$ 17,184	2%	$ 1,083,929	$ 429,701
General Operating	$ 15,399,218	$ (265,690)	$ 15,133,528	$ 3,426,671	23%	$ 13,706,686	$ 13,255,653
Regional Programs	$ 3,480,004	$ -	$ 3,480,004	$ 1,003,845	29%	$ 4,015,379	$ 3,598,974
Debt Service	$ 7,970,125	$ -	$ 7,970,125	$ -	0%	$ 7,970,125	$ 7,194,896
Interfund	$ 13,530,258	$ -	$ 13,530,258	$ 50,000	0%	$ 13,530,258	$ 12,450,697
Expense Total	**$ 108,176,243**	**$ 80,339**	**$ 108,256,582**	**$ 14,760,285**	**14%**	**$ 103,341,591**	**$ 97,764,306**
						24,164	**Projected Surplus/(Deficit)**

Review of Largest Departments

Non-Departmental

Revenues						
Division	**Adopted Budget**	**Budget Amendments**	**Amended Budget**	**YTD Transactions**	**YTD Expected**	**Actual vs Expected $ difference**
Non-Departmental	76,590,429.00	-	76,590,429.00	4,472,266.27	12,765,071.50	(8,292,805.23)
				5.84%		
Expenses						
Division	**Adopted Budget**	**Budget Amendments**	**Amended Budget**	**YTD Transactions**	**YTD Expected**	**Actual vs Expected $ difference**
Non-Departmental	23,034,923.00	-	23,034,923.00	311,281.41	3,839,153.83	(3,527,872.42)
				1.35%		

- It is still too early in the fiscal year to make any useful summary of the Non-Departmental Revenues and Expenses. Initial property tax payments are still being received and recorded. Gross Receipts and Local Option taxes both lag and so are still being received and recorded.

Police Department

Revenues						
Division	**Adopted Budget**	**Budget Amendments**	**Amended Budget**	**YTD Transactions**	**YTD Expected**	**Actual vs Expected $ difference**
Police	3,228,003.00	-	3,228,003.00	29,878.39	538,000.50	(508,122.11)
				0.93%		
Expenditures						
Division	**Adopted Budget**	**Budget Amendments**	**Amended Budget**	**YTD Transactions**	**YTD Expected**	**Actual vs Expected $ difference**
Admin	1,330,069.00	-	1,330,069.00	185,851.08	221,678.17	(35,827.09)
Grants	-	-	-	297.80	-	297.80
Uniform Services	15,247,754.00	-	15,247,754.00	1,233,890.62	2,541,292.33	(1,307,401.71)
Airport Services	832,330.00	-	832,330.00	106,693.93	138,721.67	(32,027.74)
Dispatch & Communications	1,541,460.00	-	1,541,460.00	242,522.51	256,910.00	(14,387.49)
Community Support	1,038,879.00	-	1,038,879.00	68,420.41	173,146.50	(104,726.09)
CAIP	1,079,363.00	-	1,079,363.00	110,952.20	179,893.83	(68,941.63)
Total	21,069,855.00	-	21,069,855.00	1,948,628.55	3,511,642.50	(1,563,013.95)
				9.25%		

- The Police Department forecasts revenues from motor vehicle fines, fees for public safety, and outside duty reimbursement, which have collected between 15% and 25% for the quarter. The exception is the CARES grant revenue, which will increase as the department has just hired a clinician and can now begin billing the state for expanded services.
- Division salaries and overtime (excluding benefits, personnel differentials, and longevity) range from 18% to 23% expended by the end of Q1, including attrition goals. CARES and Community Support Officer (CSO) divisions are approximately 10% expended due to ongoing vacancies. It's important to note that all departmental benefits, including retirement (Class A and B employees), workers comp, and health & dental, are reflected in the Uniform Services division. None of these general ledger accounts (101.17.050.5400 series) have recorded expenditures so far this fiscal year, which is a significant budget component. Additionally, operating expenses, including office supplies, special supplies, and training, are concentrated in the Uniform Services division, and these costs are not expended evenly throughout the year or on a month-to-month basis.

Fire Department

Revenues						
Division	**Adopted Budget**	**Budget Amendments**	**Amended Budget**	**YTD Transactions**	**YTD Expected**	**Actual vs Expected $ difference**
Fire	4,573,793.00	17,557.00	4,591,350.00	672,823.99	765,225.00	(92,401.01)
				14.65%		

Expenditures						
Division	**Adopted Budget**	**Budget Amendments**	**Amended Budget**	**YTD Transactions**	**YTD Expected**	**Actual vs Expected $ difference**
Admin	7,735,680.00	4,000.00	7,739,680.00	285,356.16	1,289,946.67	(1,004,590.51)
Fire & Medical Services	9,378,348.00	(4,000.00)	9,374,348.00	1,315,362.80	1,562,391.33	(247,028.53)
Grants	-	17,557.00	17,557.00	1,443.69	2,926.17	(1,482.48)
Total	17,114,028.00	17,557.00	17,131,585.00	1,602,162.65	2,855,264.17	(1,253,101.52)
				9.35%		

- When taking receivables-yet-to-be-booked into account, the Fire Department has slightly exceeded revenue collection targets in FY25.
- Current expenditures are in line with historical trends for the Fire Department through Q1.

Burlington Parks, Recreation & Waterfront (BPRW)

Revenues						
Division	**Adopted Budget**	**Budget Amendments**	**Amended Budget**	**YTD Transactions**	**YTD Expected**	**Actual vs Expected $ difference**
BPRW	5,937,550.00	-	5,937,550.00	907,391.82	989,591.67	(82,199.85)
				15.28%		

Expenditures						
Division	**Adopted Budget**	**Budget Amendments**	**Amended Budget**	**YTD Transactions**	**YTD Expected**	**Actual vs Expected $ difference**
Admin	2,345,484.00	-	2,345,484.00	141,062.05	390,914.00	(249,851.95)
Grants	102,000.00	-	102,000.00	-	17,000.00	(17,000.00)
Parks	4,181,897.00	-	4,181,897.00	588,612.41	696,982.83	(108,370.42)
Recreation	1,319,506.00	-	1,319,506.00	406,879.82	219,917.67	186,962.15
Waterfront	1,658,871.00	-	1,658,871.00	368,786.00	276,478.50	92,307.50
Recreation Facilities	1,348,435.00	-	1,348,435.00	254,128.54	224,739.17	29,389.37
Total	10,956,193.00	-	10,956,193.00	1,759,468.82	1,826,032.17	(66,563.35)
				16.06%		

- Direct fees and sales are trending on target for BPRW. It is the grants component that has yet to be received and accounted for in the Parks revenue line. We expect to receive those revenues over the course of the fiscal year.
- Lower-than-expected personnel costs are responsible for BPRW budgets in total to be slightly under-budget for expenditures. We expect this to even out over the course of the year.

Department of Public Works (DPW)

Revenues						
Division	**Adopted Budget**	**Budget Amendments**	**Amended Budget**	**YTD Transactions**	**YTD Expected**	**Actual vs Expected $ difference**
DPW	6,541,731.00	-	6,541,731.00	1,204,051.91	1,090,288.50	113,763.41
				18.41%		

Expenditures						
Division	**Adopted Budget**	**Budget Amendments**	**Amended Budget**	**YTD Transactions**	**YTD Expected**	**Actual vs Expected $ difference**
Admin	1,717,681.00	-	1,717,681.00	88,069.07	286,280.17	(198,211.10)
Parking Services	732,455.00	-	732,455.00	55,364.65	122,075.83	(66,711.18)
Engineering	1,411,659.00	-	1,411,659.00	115,468.81	235,276.50	(119,807.69)
Equipment Maintenance	3,221,777.00	-	3,221,777.00	314,496.18	536,962.83	(222,466.65)
Streets	2,584,602.00	-	2,584,602.00	300,578.97	430,767.00	(130,188.03)
Recycling	790,319.00	-	790,319.00	48,003.99	131,719.83	(83,715.84)
Total	10,458,493.00	-	10,458,493.00	921,981.67	1,743,082.17	(821,100.50)
				8.82%		

- Grants, Capital Billing, and fees for services are tracking above target. However, DPW should accrue more during the summer and fall construction seasons, and we would expect above-target receipts at this time.
- Fleet related transfers, which will be made later in the fiscal year, and vacancy savings result in the majority of under-budget line-items for DPW to date. With recent hiring we expect the salary lines to catch up to budget.

Action Items

- **None at this time**

Conclusion

Through the first quarter of FY2025, it appears that many of our assumptions are holding true. Higher revenues due to increased user fees are materializing and expenditures are trending in a positive direction as well. All areas of the City's FY2025 budget will require consistent monitoring over the next few months to feel assured in any of these trends. Although it's still early, preliminary indications suggest that the FY2025 budget is well-constructed and may not require any significant revisions.

Glossary for Revenue Categories

Classes	Description
Tax & Tax Equivalents	Taxes, and fees received from entities that don't pay taxes to cover public services
Direct	Direct sales of goods or collection of fees for providing services to the public
Non-Receipts	No actual cash/payment is made; these are typically intra-city transfers or budget balancing entries
Ancillary	Revenue generated secondary to the city's primary operations; typically by utilizing cash flow for investment or savings
Charity	various forms of gifts and grants

Types	Grouped In Class...	Description
Property Taxes	Tax & Tax Equivalents	Taxes assessed based on a percent of the value of property
Prop Tax Equivalents	Tax & Tax Equivalents	Fees meant to cover the cost of public services that would ordinarily be covered by property taxes
Sales Tax Equivalents	Tax & Tax Equivalents	Taxes assessed based on a percent of sales made
FFS & Sales	Direct	Direct sales of goods or services to the public, fees, licenses, permits
Intra-City Xfers	Non-Receipts	Interdepartmental and Interfund transfers for services between departments
Budget Balancing	Non-Receipts	Use of Fund Balance
Pass-Through	Non-Receipts	Funds collected and passed on for insurance, benefits, etc. (emplyee deductions, direct reimbursments from enterprise funds, etc.)
Leases & Rent	Ancilary	Leasing or renting City buildings (generally for a period of 1 year or longer, not short-term rental)
Fines & Penalties	Ancilary	Various assessments for failure to comply with City rules or make timely payments
Miscellaneous	Ancilary	Any revenue that doesn't fit in another listed category
Investments & Savings	Ancilary	Interest earned on investments and savings through purchasing arrangements, rebates, reimbursements
Foundations & Grants	Charity	Generally larger funds given regularly by non-profit &/or government organizations with specific criteria for use
Contributions, Donations, Gifts	Charity	Generally smaller or intermittent/one-off funds given by individuals or corporations for general operation purposes

Forecast Methodology

	Forecast Methodology
Revenue Category	
Tax & Tax Equivalents	
PILOT, Dev Fees, FFS	Assume 100% Collection
Property Taxes	Assume 99.7% Collection
Sales Tax Equivalents	Assume 95% Collection
Direct	
FFS & Sales	Assume 95% Collection
Non-Receipts	
Budget Balancing	Assume $0
Intra-City Xfers	Assume 97%
Pass-Through	Assume $0
Ancillary	
Fines & Penalties	Linear Projection (amount collected YTD pro-rated over remainder of fiscal year)
Investments & Savings	Linear Projection (amount collected YTD pro-rated over remainder of fiscal year)
Leases & Rent	Linear Projection (amount collected YTD pro-rated over remainder of fiscal year)
Miscellaneous	Best Estimate
Charity	
Contributions, Donations, Gifts	Linear Projection (amount collected YTD pro-rated over remainder of fiscal year)
Foundations & Grants	Assume 100%
Revenue Total	
Expense Category	
Personnel Services	Linear Projection (amount collected YTD pro-rated over remainder of fiscal year)
Capital Equipment	Assume 100%
General Operating	Linear Projection (amount collected YTD pro-rated over remainder of fiscal year)
Regional Programs	Linear Projection (amount collected YTD pro-rated over remainder of fiscal year)
Debt Service	Linear Projection (amount collected YTD pro-rated over remainder of fiscal year)
Interfund	Assume 100%
Expense Total	

CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Jack Keller, Public Works Transportation Engineer
Julia Ursaki, PE, Public Works Transportation Engineer

DATE: October 21, 2024 (Board of Finance)/October 28, 2024 (City Council)

CC: Chapin Spencer, Director of Public Works
Laura Wheelock, PE, Division Director of Tech Services/City Engineer
Phillip Peterson, PE, Senior Transportation Planner

RE: Ethan Allen Parkway Traffic Calming Grant Project Commitments Form

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Request:
The Department of Public Works ("DPW") is requesting Board of Finance and City Council authorize the Public Works Director to accept on behalf of the City the Vermont Agency of Transportation (VTrans) Bicycle & Pedestrian Program Small Scale Grant for Ethan Allen Parkway Traffic Calming construction. The grant amount is $75,000 to be paid upfront by the City of Burlington and then reimbursed by VTrans, with a local match of $117,273 in city funds for a total project budget of $192,273.

The current VTrans process includes sending the Grant Projects Commitments Form as a first notification and commitment of the municipality for match funding of the project. This request will allow DPW to execute the Cooperative Agreement between the City and VTrans once it has been received.

Background of Ethan Allen Parkway
The limits of this project on Ethan Allen Parkway in Burlington's New North End neighborhood exist at the confluence of access points to an elementary school, middle school, community center, popular city parks (Ethan Allen Park, Schifilliti Park), and the 127 shared use path. The project originated from a resident traffic calming request. Currently, high vehicle speeds pose a significant risk to the safety of people walking and biking in this corridor. Collected data shows an 85th percentile speed of 37 miles per hour, which greatly exceeds the posted speed limit of 25 miles per hour. From 2019 to 2023, there were four crashes resulting in injuries, two of which involved a bicycle or pedestrian. Based on the City of Burlington's Traffic Calming Manual, this corridor is qualified for traffic calming features. Additionally, the 2016 planBTV Walk Bike designated Ethan Allen Parkway as a Slow Zone Priority street, specifically as a Corridor Slow Zone with a design speed of less than or equal to 25 mph. The project was initiated and

conceptual plans were developed and presented at a neighborhood meeting on March 12, 2024. The design was then refined based on resident comments from that meeting. DPW has also coordinated with Burlington School District and the Safe Routes to School Committee.

This project will implement measures to improve bicycle and pedestrian safety by reducing vehicle speeds, thereby creating safer and more accessible routes for students walking and biking to school and for all residents utilizing facilities in the area. Proposed features include speed tables and raised crosswalks implemented at strategic locations, curb extensions, and a Rapid Rectangular Flashing Beacon (RRFB). These measures reduce vehicle speed and improve visibility of pedestrian crossings, thereby reducing the risk of conflict and enhancing accessibility, pedestrian safety, and bicyclist comfort. There will be no change in on-street parking along the corridor from the current conditions.

Planning and engineering design have already been completed for Ethan Allen Parkway traffic calming measures. This project was awarded funding from the VTrans Bicycle and Pedestrian Program Small Scale Grant, which comes from state funding only (no federal dollars), allowing the project to advance quickly to construction by avoiding costly and time-consuming federal permitting and processes. Design and contract documents have already been developed, and we anticipate construction of this project within the next two years. DPW aims to coordinate this construction with the City's annual paving contract.

Funding for Ethan Allen Parkway Traffic Calming

The funding for this project comes from VTrans Municipal Assistance Bureau Bicycle and Pedestrian Program Small Scale Grant and the local City funded match coming from Transportation Capital funds. These funds from the Small Scale Grant require a 50% local match.

- VTrans is providing $75,000
- Transportation Capital is providing $117,273, which includes a 10% contingency of $17,480

The project estimate is $174,793 with a 10% contingency of $17,480 for a total project budget of $192,273 as reflected in the Draft Budget Amendment (Attachment 2). Transportation Capital has the capacity to fund this project with budgeted funds previously allocated by the Capital Committee and the City Council.

Attachments

1. Grant Project Commitments Form from the Vermont Agency of Transportation
2. Draft Budget Amendment Ethan Allen Parkway Project Creation

Motions

Actions for Board of Finance:

1. To approve and recommend that the City Council authorize the Director of Public Works to execute the Project Commitments Form from the Vermont Agency of Transportation for Ethan Allen Parkway Traffic Calming, obligating the City to commit a local match of $117,273 which includes a 10% contingency for a total project budget of $192,273 in furtherance of accepting a reimbursable grant amount up to $75,000, and to take such further actions and execute such further instruments as may be necessary or convenient to implement the project within existing project appropriations, subject to review and approval by the City Attorney's Office.
2. To approve necessary amendments to the Ethan Allen Parkway Project Budget by adjusting the accounts substantially as described herein and in the attached draft

budget amendment form, and further to authorize the Chief Administrative or designee to effect all necessary transfer of funds in furtherance of such amendments.

<u>Actions for City Council:</u>

1. To authorize the Director of Public Works to execute the Project Commitments Form from the Vermont Agency of Transportation for Ethan Allen Parkway Traffic Calming, obligating the City to commit a local match of $117,273 which includes a 10% contingency for a total project budget of $192,273 in furtherance of accepting a reimbursable grant amount up to $75,000, and to take such further actions and execute such further instruments as may be necessary or convenient to implement the project within existing project appropriations, subject to review and approval by the City Attorney's Office.
2. To approve necessary amendments to the Ethan Allen Parkway Project Budget by adjusting the accounts substantially as described herein and in the attached draft budget amendment form, and further to authorize the Chief Administrative or designee to effect all necessary transfer of funds in furtherance of such amendments.

Peter T. Pochop
Project Manager
State of Vermont
Municipal Assistance Section
219 North Main Street | Barre, VT 05641
www.vtrans.vermont.gov

Peter.Pochop@vermont.gov

[phone] 802-477-3123

Agency of Transportation

September 3, 2024

VIA EMAIL

Nicole Losch
City of Burlington
149 Church Street
Burlington VT, 05401

RE: Ethan Allen Parkway Pedestrian Safety Countermeasures

Congratulations on your project's successful application to the 2024 VTrans Small Scale Bicycle & Pedestrian Grant Program. Your project was approved for $75,000 in state funds and was one of thirteen applications statewide with funding requests totaling over $660,000.

In accordance with the requirements of the program your award amount is capped, so it will be important for the Municipality to monitor the project budget closely. Funding will be available once a grant agreement with the Agency of Transportation (VTrans) is executed. Therefore, reimbursable work cannot begin until the grant agreement is executed. We expect that you will continue to move the project forward expeditiously. **The first thing you must return is the Project Commitment Form (attached).** With our current increased workload due to the recent statewide flooding, the grant agreements may be delayed. I ask for your patience as we work through these agreements as quickly as possible.

As you know, this is a reimbursement program and not a direct grant. The Municipality will be responsible for 50% of the total construction costs. The offering of this award should not be construed as approval of all work, methods, terms or other specifics proposed in your application. Your award will be governed by the terms of the Grant Agreement with VTrans, including all applicable VTrans, State, and Federal permitting requirements.

In the coming weeks, an Agency project manager will be assigned to your project and an initial project meeting will be scheduled. At this meeting you will discuss the project development process, typical project schedule and next steps. To get started with understanding the process, you can find information on the Municipal Assistance SharePoint site - https://outside.vermont.gov/agency/VTRANS/external/MAB-LP/SitePages/MAB-LP.aspx. Scroll down to the section titled "State Aid Projects". To expedite your project, you can begin gathering information to submit for the Title 22 clearance (historic and archaeological resources). The Title 22 Submittal Guide outlines what is needed.

If you have any questions do not hesitate to contact me at 802-477-3123. We look forward to working with you and assisting your community with successful implementation of your project.

Sincerely,

Peter Pochop

cc: Chittenden County Regional Planning Commission
Matthew Arancio, VTrans Planning Coordinator
Project File

Vermont Agency of Transportation
Municipal Assistance Bureau
Grant Recipient
Project Commitments Form (PCF) – Small Scale Bike/Ped Program Project

Grant Recipient (*Grantee*): ____

Project Name ____

Name of Municipal employee in *Responsible Charge* of this project regardless of any additional contracted management services: ______________________________________

By signing at the bottom of this document, the *Grantee* agrees to the following:

1. We acknowledge that we are responsible for providing the local share of the project funding and commit to doing so.
2. We are ready to move forward with this project and will sign the grant agreement within one month of receiving it from the State of Vermont Agency of Transportation (VTrans).
3. Within 2 months of receiving a fully executed grant agreement from VTrans, we will begin the process of designing and seeking any needed permits for the project.
4. The *Grantee* shall keep the project moving with a goal of construction within 18 months of the date below.
5. We will submit reports at least quarterly that detail project progress.
6. We understand that a copy of this PCF will be appended to the grant agreement.

____ ______________

Authorized municipal official (Name and Signature) Date

CITY OF BURLINGTON, VT
PROJECT BUDGET AMENDMENT REQUEST

Department: DPW   Requested by: Julia Ursaki   Date: DRAFT

Briefly explain the reason for the amendment:

Create a project and budget for the Ethan Allen Parkway Traffic Calming project

______________________________ (under 10k)
Dept. Head Approval

______________________________ (10k to 24,999)
Chief Administrative Officer   Date

______________________________ (25K - 50K)
Mayor   Date

BUDGET AMENDMENT DETAILS

Org Set		GL Account	Account Name	Project/Sub/Detail Name	Increase/ (Decrease)
843-19-700	.	4875_135	VTRANS Grants, Public Works, Capital Projects.Grants - State Capital	843 VTRANS Grant - Ethan Allen Pkwy	75,000
843-19-700	.	9500_100	VTRANS Grants, Public Works, Capital Projects.Capital Outlay - Construction	843 VTRANS Grant - Ethan Allen Pkwy	75,000
843-19-700	.	4990_800	VTRANS Grants, Public Works, Capital Projects.Interfund Transfer Proceeds - Bond Proceeds Tsf	843 VTRANS Grant - Ethan Allen Pkwy	117,273
843-19-700	.	9500_800	VTRANS Grants, Public Works, Capital Projects.Capital Outlay - Bond Tsf Expenditures	843 VTRANS Grant - Ethan Allen Pkwy	117,273
841-19-700	.	4990_800	Transportation Projects, Public Works, Capital Projects.Interfund Transfer Proceeds - Bond Proceeds Tsf	841 Transport - Transprt Capital - Planning	(117,273)
841-19-700	.	9500_800	Transportation Projects, Public Works, Capital Projects.Capital Outlay - Bond Tsf Expenditures	841 Transport - Transprt Capital - Planning	(117,273)

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Jack Keller

Title/Subject: Ethan Allen Parkway Traffic Calming Grant Project Commitments Form

	Approval:	Meeting Date:
☒	Board of Finance	10/21/2024
☒	City Council	10/28/2024
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	10/15/2024	Chapin Spencer/Laura Wheelock
Mayor's Office informed and approved memo	Yes	10/16/2024	Joe Magee
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	10/15/2024	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	10/15/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	10/15/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Budget amendment
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Board of Finance

COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

MEMORANDUM

To: Board of Finance/City Council

From: Brian Pine CEDO Director
Rachel Jolly, Assistant Director, CJC

CC: Mayor Mulvaney-Stanak
Katherine Schad, Chief Administrative Officer

DATE: October 15, 2024

RE: VT Center for Crime Victim Services "Victims of Crime Act" (VOCA) grant (Grant # 02160-VOCA23-4009608-2025

This is a request from CEDO's Community Justice Center (CJC) for Board of Finance and City Council approval of its VOCA grant in the amount of $140,164 to be expended between July 1, 2024 and June 30, 2025. This is the same grant language and amount received in FY24.

This funding supports the Parallel Justice Program at the CJC. Parallel Justice for Victims of Crime, a program of the CJC for which we have received VOCA funding since 2006, is a unique, cost-saving, community-supported program which serves thousands of people each year who have experienced crime in Burlington through financial compensation, referrals for services and information sharing. It is primarily funded through VOCA funds.

The $140,164 in revenue received from this grant and corresponding expenses are included in CEDO's FY25 budget for the CJC.

Please see the attached grant for more information.

Board of Finance Motion: to approve and recommend that the City Council approve the acceptance of Grant # : 02160-VOCA23-4009608-2025 in the amount of $140,164 for FY25 and to authorize CEDO Director Pine or his designee to sign the grant acceptance and to take such further actions and execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby, subject to review and approval by the City Attorney's Office, including acceptance of any additional amounts that may become available during the same fiscal year from the same source that do not require a local match or place new conditions on the City.

City Council Motion: to approve the acceptance of Grant # : 02160-VOCA23-4009608-2025 in the amount of $140,164 for FY25 and to authorize CEDO Director Pine or his designee to sign the grant acceptance and to take such further actions and execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby, subject to review and approval by the City Attorney's Office, including acceptance of any additional amounts that may become available during the same fiscal year from the same source that do not require a local match or place new conditions on the City.

Thank you and please direct any questions to Rachel Jolly (rjolly@burlingtonvt.gov).

STATE OF VERMONT GRANT AGREEMENT
Part 1-Grant Award Detail

VERMONT
CENTER FOR CRIME VICTIM SERVICES

SECTION I - GENERAL GRANT INFORMATION

1 DIl·yű IY 02160-VOCA23-4009608-2025	2 Original: Yes Amendment:

3 DIl·yű ¢ʎűtŜY VOCA Application 2025

4 Amount Previously Awarded: $0.00	5 Amount Awarded This Action: $140,164.00	6 Total Award Amount: $140,164.00
7 Award Start Date: 07/01/2024	8 Award End Date: 06/30/2025	9 Subrecipient Award: | YES Ä NO

10 Supplier ID #: 00004009608	11 Grantee Name: Burlington / CEDO / Community Justice Ctr

12 Grantee Address: 149 CHURCH ST

13 City: BURLINGTON	14 State: VT	15 Zip Code: 05401-8429
16 {űl·űŜ DIl·yűʎyƎ !ƎŜyŎèY ±ŜIY2yű /ŜyűŜI ŦƵI /IʎYŜ ±ʎŎűʎY {ŜIØʎŎŜă		17 .dzăʎyŜăă ¦ yʎűY 02160

18 tŜIŦƵIY l·yŎŜ aŜl·ădzIŜăY | YES Ä NO	Match: $35,041.00

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SECTION II - SUBRECIPIENT AWARD INFORMATION

н м Grantee Identifier [UEI] FEP8BMECKAF8	н н Indirect Rate: N/A	23 CC!¢!Y YES
н п Grantee Fiscal Year: July 1- June 30		н р w Ǝ5Y No

н с UEI Registered Name *(if different than VISION Vendor Name in Box 11)* Y City Of Burlington

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	27 Awarded Previously	28 Award This Action	29 Cumulative Award	30 Special & Other Fund Descriptions
General Fund (Provide Code List)	N/A	N/A	N/A	
Special Fund	N/A	N/A	N/A	
Global Commitment (non-subrecipient funds)	N/A	N/A	N/A	
Other State Funds	N/A	N/A	N/A	

FEDERAL FUNDS
(includes subrecipient Global commitment funds)

Required Federal Award Information

31 CFDA #	32 Program Title	33 Awarded Previously	34 Award	35 Cumulative Award	36 FAIN	Federal Award Amount n/a
16.575	VOCA 23	N/A	$140,164.00	$140,164.00	15POVC-23-GG-00476-ASSI	$3,041,379.00

оф Federal Awarding Agency: US DOJ Office for Victims of Crime	п л CŜŘŜIl·ť !ǿl·IŘ tIƵŜŎű 5ŜăŎIY

SECTION IV - CONTACT INFORMATION

41 VERMONT CENTER FOR CRIME VICTIM SERVICES	Burlington / CEDO / Community Justice Ctr
NAME: Gene Nelson	NAME:
TITLE: Grants Manager	TITLE:
PHONE: 802-241-1250 x 109	PHONE:
EMAIL: Gene.Nelson@ccvs.vermont.gov	EMAIL:

State of Vermont

{űl·yŘl·ŊŘ Dŋl·yű ! ∃ŊŜŜΥŜyű t l·ŊűĿĿ !∃ŊŜŜΥŜyű l 02160-VOCA23-4009608-2025

Parties: This is a Grant Agreement between the Vermont Center for Crime Victim Services, (hereinafter called άStateέύ and Burlington / CEDO / Community Justice Ctr ǿλűK ĿJŊλƴŎλĿJl·ƒ ĿJƒl·ŎŜ ƧŦ ōǳăλƴŜăă 149 CHURCH ST BURLINGTON, VT 05401-8429 (hereinafter called άGranteeέύφ

It is the grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the grantee is required to have a Vermont Department of Taxes Business Account Number.

1. Subject Matter: To provide direct services to victims of all types of crime as set forth herein.
2. Award DetailsΥ !ΥƧǳƴűăΣ Řl·űŜă l·yŘ ƧűKŜŊ l·ǿl·ŊŘ ŘŜűl·λƒă l·ŊŜ l·ă ăKƧǿƴ˼λƴűKŜ l·űűl·ŎKŜŘ *Grant Agreement Part 1-Grant Award Detail*φ
3. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
4. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
5. Attachments: This Grant consists of 18 pages including the following attachments that are incorporated herein:

    Grant Agreement-Part 1 ς Grant Award Detail
    Grant Agreement Part 2 ς Grant Agreement
    Attachment A ς Scope of Work to Be Performed
    Attachment B ς Payment Provisions
    Attachment C ς Customary State Grant Provisions (except that sections 5, 6, 8, 10, 16, 20, 22 and 26 do not apply to state entities).
    Attachment D - Other Provisions

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

.è ůKŜ {ůl·ůŜ ƻŦ ±ŜɴY ƻуůY
Date:

Signature: ____________________________________
Jennifer Poehlmann, Executive Director
Vermont Center for Crime Victim Services

By the Grantee:

Date: ______________________________

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Name:
Title:
Burlington / CEDO / Community Justice Ctr

Attachment A

Scope of Work to Be Performed: This grant will fund only the project activities in the VOCA Application 2025 budget approved by the Center for Crime Victim Services for the State Fiscal Year 2025.

The Burlington CJC offers a variety of victim services and supports. When cases are referred to us from police, the State's Attorney's office, the Courts, and Probation and Parole, our Victim Liaisons are able to reach out directly to affected parties and offer them multiple options for engagement as they seek healing and repair. They can participate in a panel process staffed by community volunteers and staff, with or without responsible parties present. They can also offer Parallel Justice (PJ) supports. Parallel Justice offers support, validation and resources to victims of all crimes, including property crimes like vandalism or theft. Any victim of a crime that occurs in Burlington is eligible for Parallel Justice, even if the perpetrator of the crime is never caught, and even if the crime is not reported to the police. Parallel Justice connects people with other organizations that can assist them, with businesses in the community that offer discounts and donations, and with a Parallel Justice Commission that can address systemic problems and barriers that victims face. Among the unique victim service needs in our area are services for underserved victim populations, including New Americans and people with disabilities. The Parallel Justice Commission is county-wide and continues to look for gaps in victim services throughout the various providers.

Attachment B - Payment Provisions

1. The State agrees to compensate the Subrecipient for services performed up to the maximum award amount, if such services are within the scope of the grant and are authorized as provided for under the terms and conditions of this grant.

2. Quarterly Financial Reports are due no later than the fifteenth of the month following the end of the quarter being reported (October 15th, January 15th, April 15th, July мрέύφ A final closeout report that accounts for all expenditures of the grant must be submitted after all obligations have been paid, but no later than 15 days after the end date of the grant period.

3. Quarterly Financial Reports should be submitted in the GEARS (Grants Electronic Application and Reporting System) at grants.vermont.gov.

4. Reimbursements may be withheld pending receipt of all required progress and statistical reports.

5. Supporting documentation (records, books, papers, etc.) for all grant (and Match if applicable) expenditures must be maintained by the Subrecipient and be made available for inspection by authorized Representatives of State and Federal government at reasonable times during the period of the grant and for three years thereafter.
6. All income generated as a direct result of this project shall be deemed program income. It must be accounted for and must be used for the purposes and under the conditions applicable to the use of grant funds, in accordance with regulations for program income under the Common Rule άUniform Administrative Requirement for Grant and Cooperative Agreements.έ Program income must be reported by Sub recipients to the Vermont Center for Crime Victims Services on Quarterly Financial Reports.

7. The Vermont Center for Crime Victim Services encourages subgrantees to modify their grant budgets whenever necessary to ensure the efficient and effective use of funds. Amendments of 10% or more of any approved line item ill require prior approval before expenditures are incurred. Amendments are also required when grantees seek to incur expenses in new line item, that was not included in the approved budget. Amendments must also be requested when significant changes to the approved budget and/or project are made aware to you. This includes changes to income or expenses that deviate by 10% or

more per line item. Amendments should be requested no later than 90 days prior to the grant award end date.

8. Grant Funded employees must track their time using timesheets that accurately delineate the hours dedicated to each funding source.

Other Provisions

Non-federal entities that expend $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of the Uniform Guidance, Subpart F (2 CFR Chapter II, Subpart F).

ATTACHMENT C
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
Revised December 7, 2023

1. **Definitions:** For purposes of this Attachment, ñPartyò shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. ñAgreementò shall mean the specific contract or grant to which this form is attached.
2. **Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the Stateôs sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the Stateôs immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the Stateôs entry into this Agreement.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
7. **Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

   After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneysô fees, collection costs or other costs of the Party or any third party.

8. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Partyôs operations. These are solely minimums that have been established to protect the interests of the State.

   Workers Compensation: With respect to all operations performed, the Party shall carry workersô compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workersô compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workersô compensation policy, if necessary to comply with Vermont law.

   General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

   Premises - Operations
   Products and Completed Operations
   Personal Injury Liability
   Contractual Liability

   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

   Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than $500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.

   Additional Insured: The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

   Notice of Cancellation or Change: There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. **False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. Ä 630 *et seq.* If the Party 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 attorneyôs fees, except as the same may be reduced by a court of competent jurisdiction. The Partyôs liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Partyôs liability.

11. **Whistleblower Protections:** The Party 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, the Party 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 the Party or its agents prior to reporting to any governmental entity and/or the public.

12. **Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.
13. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. ñRecordsò means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
14. **Fair Employment Practices and Americans with Disabilities Act:** Party 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. Party 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 the Party under this Agreement.
15. **Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
16. **Taxes Due to the State:**
    - **A.** Party 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.** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party 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.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party 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.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
17. **Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
18. **Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:
    - **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.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party 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. **Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.
    In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractorsô subcontractors, together with the identity

of those subcontractorsô workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (ñFalse Claims Actò); Section 11 (ñWhistleblower Protectionsò); Section 12 (ñLocation of State Dataò); Section 14 (ñFair Employment Practices and Americans with Disabilities Actò); Section 16 (ñTaxes Due the Stateò); Section 18 (ñChild Supportò); Section 20 (ñNo Gifts or Gratuitiesò); Section 22 (ñCertification Regarding Debarmentò); Section 30 (ñState Facilitiesò); and Section 32.A (ñCertification Regarding Use of State Fundsò).

20. **No Gifts or Gratuities:** Party 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.
21. **Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.
22. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Partyôs 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.
    Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the Stateôs debarment list at: http://bgs.vermont.gov/purchasing/debarment
23. **Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
24. **Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. Ä 315 et seq.
25. **Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (ñForce Majeureò). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
26. **Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
27. **Termination:**
    A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
    B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching partyôs notice or such longer time as the non-breaching party may specify in the notice.
    C. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.
28. **Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either partyôs delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Partyôs performance under this Agreement, the Party 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 Party on an ñAS IS, WHERE ISò basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the 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. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, Ä200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in ñStandards for Internal Control in the Federal Governmentò issued by the Comptroller General of the United States and the ñInternal Control Integrated Frameworkò, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, Ä200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Partyôs employeeôs rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

<u>VOCA ï Attachment D Special Conditions</u>

15POVC-23-GG-00476-ASSI

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1
Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, ñAdvancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety,ò OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (ñsubgranteeò) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the ñcontrolled equipmentò list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards) and are incorporated by reference here.

2
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and

other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ 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 at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

16
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds 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 law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or

abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

20

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

21

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

22

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

25

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

26

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

27

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, 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.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

28
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, 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 respect 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 a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30
Discrimination Findings
The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

31
Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

32
The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award was actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. (E.g., VOCA funds awarded in FY 2023, are available until the end of FY 2026). Extensions beyond the statutory period

may be granted at the discretion of DOJ, and may be requested in accordance with OJP processes, but are not assured.

Board of Finance and City Council Submission Checklist

Department: CEDO/CJC Submitter: Rachel Jolly

Title/Subject: VOCA Award Approval: Parallel Justice

	Approval:	Meeting Date:
☒	Board of Finance	10/21/2024
☒	City Council	10/28/2024
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	10/16/2024	Brian Pine
Mayor's Office informed and approved memo	Yes	10/16/2024	Erin Jacobson
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	10/15/2024	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	10/15/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	10/16/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

MEMORANDUM

To: Burlington Board of Finance

From: Darren Springer, General Manager
Emily Stebbins-Wheelock, CFO and Manager of Strategy & Innovation

Date: October 21, 2024

Subject: BED FEMA Grant for winter 2022 storm admin expenses and July 2023 flooding damage

Burlington Electric Department (BED) respectfully requests that the Board of Finance approve BED's acceptance of the following State of Vermont Public Assistance Grant funds related to two disasters:

(1) $753.32 in reimbursement for BED administrative/management costs related to seeking FEMA grant assistance for DR-4695-VT, Winter Storm Eliot, which occurred in December 2022. Please see the attached financial report form. (The grant agreement for this disaster was signed in December 2023 following Council approval.)
(2) A first tranche of reimbursement for expenses BED incurred related to DR-4720-VT, the July 2023 flooding disaster, which affected BED's Winooski One hydro facility. BED has completed the FEMA grant application process for debris cleanup, fence and flashboarding replacement, roof membrane replacement, and temporary repairs to the rubber dam. BED expects $70,027 in funds to be released by the State project-by-project over the next several months (100% of BED's expenses for certain debris cleanup activities and 75% of BED's expenses for the remaining projects). BED has covered the 25% match from its operating funds. Please see the attached grant agreement and financial report form for the first project to be released. BED is seeking Board of Finance approval of the grant agreement and approval to accept funds for these projects as they are released, in an amount not to exceed $75,000. (BED also expects to receive a second tranche of reimbursement later this fiscal year related to expenses of replacing the large rubber dam at Winooski One; we will return at a later date to seek Board of Finance/Council approval to accept those funds.)

Please do not hesitate to contact us with any questions.

Board of Finance Motion: Move to approve and authorize the BED General Manager or their designee to:

(1) accept $753.32 in additional funds under State of Vermont Public Assistance Grant# 02140-84695-003 to reimburse BED for administrative/management expenses related to seeking FEMA assistance for damages resulting from the December 2022 winter storm

Burlington Electric Department
585 Pine Street Burlington, VT 05401
burlingtonelectric.com
Phone 802.658.0300

(2) subject to final review and approval by the City Attorney's Office, to accept and execute grant agreements for the State of Vermont Public Assistance Grant #:02140-84720-026 in an amount not to exceed $75,000 to reimburse BED for 100% of certain debris removal expenses and 75% of other debris removal and damage repair expenses resulting from severe flooding in July 2023.

VERMONT DEPARTMENT OF PUBLIC SAFETY

STATE OF VERMONT
STANDARD SUBRECIPIENT AGREEMENT
(Federal Fund Source to Non-State Subrecipient)

FEDERAL PROGRAM TITLE
Public Assistance

AGREEMENT WITH
Burlington Electric Department
Agreement #02140-84720-026

DPS Financial Office Use Only

☒ *Checked Unique Entity IDI# Date:* _9/3/24__ *Initials:* _SP____

☒ SAM.gov checked for Suspension and Debarment Exclusions *Date:* _9/3/24___ *Initials:* ___SP__

☒ *DPS Restricted Parties List Checked Date:* _9/3/24___ *Initials:* __SP__

☒ *Risk Assessment Completed Date:* _9/3/24__ *Initials:* __SP__

☒ *Subrecipient vs. Contractor Determination Form Completed Date:* _9/3/24__ *Initials:* _SP___

☒ *Single Audit Check & Delinquent SAR (VT Bulletin 5_Eligibility Query in VISION) Date:* _9/3/24 *Initials:* _SP___

☒ *BGS Office of Purchasing & Contracting Debarment List Checked* https://bgs.vermont.gov/purchasing-contracting/debarment _*Date:* _9/3/24__ *Initials:* __SP__

☒ *Certificate of Insurance Date:* _9/3/24__ *Initials:* __SP__

☒ *Executive Compensation Checked (if subaward $30K or over) Date:* __9/3/24_ *Initials:* __SP__

Entered In: ☐ *VT Grant Tracking (VISION) Date:* _______ *Initials:* _______

☐ *FFATA (if $30K or over) Date:* _______ *Initials:* _______

☐ *FFATA (if required) Executive Compensation Amount Date:* _______ *Initials:* _______

Federal Fund Standard Format to Non-State Subrecipients Only

VERMONT DEPARTMENT OF PUBLIC SAFETY

STATE OF VERMONT GRANT AGREEMENT **Part 1-Grant Award Detail**

SECTION I - GENERAL GRANT INFORMATION

1 **Grant #: 02140-84720-026**	2 **Original X** **Amendment #** _____	
3 **Grant Title: Public Assistance**		
4 **Amount Previously Awarded:** $ See Project Worksheet(s)	5 **Amount Awarded This Action:** $ See Project Worksheet(s)	6 **Total Award Amount:** $ See Project Worksheet(s)
7 **Award Start Date: 7/14/2023**	8 **Award End Date: See Project Worksheet(s)**	9 **Subrecipient Award:** YES ☒ NO ☐
10 **Vendor #: 0000040096**	11 **Grantee Name: Burlington Electric Department**	
12 **Grantee Address: 585 Pine Street**		
13 **City: Burlington**	14 **State: VT**	15 **Zip Code: 05401**
16 **State Granting Agency:** Department of Public Safety		17 **Business Unit:** 02140
18 **Performance Measures:** YES ☒ NO ☐	19 **Match/In-Kind: $***	**Description: *See Attachment B- the difference between the ERAF and the Federal Share**

20 *If this action is an amendment, the following is amended:*
Amount: ☐ **Funding Allocation:** ☐ **Performance Period:** ☐ **Scope of Work:** ☐ **Other:** ☐

SECTION II - SUBRECIPIENT AWARD INFORMATION

21 **Grantee UEI #: VBNEZKMNXUB3**	22 **Indirect Rate:** _____% (Approved rate or de minimis 10%)	23 **FFATA:** YES ☐ NO ☐
24 **Grantee Fiscal Year End Month** (MM format)**: 06**		25 **R&D:** ☐

26 **DUNS Registered Name** *(if different than VISION Vendor Name in Box 11)*:

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	27 Awarded Previously	28 Award This Action	29 Cumulative Award	30 Special & Other Fund Descriptions
General Fund	$0.00	$0.00	$0.00	
Special Fund	$0.00	$0.00	$0.00	
Global Commitment (non-subrecipient funds)	$0.00	$0.00	$0.00	
Other State Funds	$0.00	$0.00	$0.00	

FEDERAL FUNDS *(includes subrecipient Global Commitment funds)* / **Required Federal Award Information**

31 Assistance Listings# (formerly CFDA#)	32 Program Title	33 Awarded Previously	34 Award This Action	35 Cumulative Award	36 FAIN	37 Federal Award Date	38 Total Federal Award
97.036	Public Assistance	$0.00	$See Project Worksheet(s)	$See Project Worksheet(s)	FEMA-DR-4720-VT	7/14/2023	$61,192,541.54
39 **Federal Awarding Agency:** FEMA			40 **Federal Award Project Descr:** Severe Storm and Flooding – July 2023				
		$0.00	$0.00	$0.00			$0.00
Federal Awarding Agency:			**Federal Award Project Descr:**				
		$0.00	$0.00	$0.00			$0.00

STATE OF VERMONT GRANT AGREEMENT			Part 1-Grant Award Detail				
Federal Awarding Agency:			Federal Award Project Descr:				
		$0.00	$0.00	$0.00			$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		$0.00	$0.00	$0.00			$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
	Total Awarded - All Funds	$0.00	$See Project Worksheet(s)	$See Project Worksheet(s)			

SECTION IV - CONTACT INFORMATION	
STATE GRANTING AGENCY	**GRANTEE**
NAME: Sarah Prior	NAME: Emily Stebbins-Wheelock
TITLE: Financial Administrator	TITLE: CFO and Manager of Strategy & Innovation
PHONE: (802) 585-4104	PHONE: (802) 865-7466
EMAIL: sarah.prior@vermont.gov	EMAIL: estebbins-wheelock@burlingtonelectric.com

Part 2- Grant Agreement

Parties: This is an Agreement between the State of Vermont, **Department of Public Safety (DPS)** (hereinafter called "State"), and the **Burlington Electric Department** (hereinafter called "Subrecipient").

The Subrecipient must be in compliance with the Vermont statutory requirements relating to taxation of business entities operating within the State. If the Subrecipient does not have a Business Account Number, it is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.

Subrecipient Federal Tax Identification Number: 03-6000410

Subject Matter: The subject matter of this Agreement is **as outlined in Attachment A: Scope of work to be performed**.

Award Details: Amounts, dates and other award details are as shown in the above Agreement Part 1-Grant Award Detail. Detailed services to be provided by the Subrecipient are described in Attachment A.

Agreement Term: State will not reimburse any expenses incurred prior to the execution date of this agreement unless an Advance Notice to Proceed has been issued *(DPS Form ADM-105).* The execution date is defined as the date the Department of Public Safety representative(s) signs this agreement. *The only exception to this rule is for FEMA Public Assistance awards under the Stafford Act (see Attachment E for execution date details).*

Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient. An amendment is a request to make a programmatic, administrative, or substantial financial change to this Agreement (refer to Attachment B, Payment Provisions). Examples include changes in scope of work, budget modification, and change in Subgrant term (period of performance).

<u>Cancellation</u>: This Agreement may be suspended or cancelled by either party by giving written notice at least **<u>30</u>** days in advance.

<u>Attachments</u>: This Agreement consists of **21** pages including the following attachments that are incorporated herein:

Please initial that you have read and understand each Attachment.

_____Grant Agreement-Part 1 – Grant Award Detail

_____Grant Agreement-Part 2

_____Attachment A - Scope of Work to be Performed

_____Attachment B - Payment Provisions

_____Attachment C - Customary State Agreement Provisions

_____Attachment D - Other Provisions

_____Attachment E - Funding Source Special Conditions

We, the undersigned parties, agree to be bound by this agreement, its provisions, attachments and conditions contained herein.

STATE OF VERMONT
Department of Public Safety

By:

____
Signature

Printed Name: ______________________
Commissioner/Deputy Commissioner

Date:_______________

SUBRECIPIENT
Authorized Representative

By:

____
Signature

Printed Name: __________________________

Title: ____________________________

Date: _______________

Your signature on this agreement attests to the acceptance of all provisions, attachments and conditions contained herein.

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

The scope of work for this Agreement shall be in accordance with the scope of work described on all Project Worksheets (PW's) approved by FEMA for projects which are the legal responsibility of the Subrecipient under this federal declaration which are herein incorporated to this agreement by reference. All approved PW's will be sent to the Subrecipient once they have been developed, reviewed, and approved by FEMA.

ATTACHMENT B
PAYMENT PROVISIONS

The State agrees to compensate the Subrecipient for services performed, up to the maximum amount as approved on the FEMA PW's, provided such services are within the scope of the Agreement and are authorized as provided for under the terms and conditions of this Agreement.

- Federal Assistance: The Federal share will be between 75% - 100% of the eligible costs included on the FEMA approved PW's. The Subrecipient should refer to individual PWs for the Federal share amount.

- State Assistance (Emergency Relief Assistance Fund): For Municipal Subrecipients, the State share will depend on the Federal share of each individual project. If the Federal share is 75%, the State share will be 7.5% – 17.5% of the eligible costs included on the FEMA approved PWs. If the Federal Share is 90%, the State share will be 3% – 7% of the eligible costs included on the FEMA approved PWs. If the Federal Share is 100%, there will be no State share applied to that project. For other Public Subrecipients (school districts, fire districts, municipal utilities, etc.), the Subrecipient will be responsible for meeting all of the non-federal (either 10% or 25%) share up to $10,000.

- Local Share: The Subrecipient is responsible for securing the remaining balance of funds necessary to complete the work described on the FEMA approved PW's. The Subrecipient's share shall be made available within the Period of Performance of this Subgrant.

Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities and will not supplant (replace) non-Federal funds Subrecipients must be able to document local funds were not supplanted with funds from this award (for example: personnel expenses must be supported with actual budget allocations which include this funding source).

> *** Federal equipment threshold is $5,000.00[1]. Please reference Federal equipment compliance requirements.[2] Subrecipients must follow their own procurement policy unless the Federal and State requirements are more restrictive.**
>
> **** Current Rate Approval Letter (under 2 CFR 200.332(a)(4) must be on file with DPS. It is also important to note that indirect rates may be subject to statutory caps of the Federal program which supersede the requirements of the Uniform Guidance. Refer to Bulletin 5 for further guidance.**

PROGRAMMATIC REPORTING REQUIREMENTS:

- The Subrecipient must submit quarterly programmatic progress reports on all Large Projects using the DPS Quarterly Large Project Progress Report (DPS Form ADM-115a).

- Progress reports are due by the 15th day of January, April, July, and October.

FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:

- Small Projects: Upon notification by FEMA of approval of eligible project costs, the Subrecipient may receive the full Federal share of all approved small projects. Requests for reimbursement, or payment, must be made using the DPS Financial Report Form (DPS Form ADM-116a).

- Large Projects: Upon notification by FEMA of approval of eligible project costs, the Subrecipient may begin requesting reimbursement in arrears of expenditures with attached documentation. Subrecipient must submit the DPS Financial Report Form (DPS Form ADM-116a) with attached detailed documentation of incurred expenses paid to receive payment. Examples of detailed supporting documentation may include payroll reports, timesheets, general ledger reports, contracts, paid vendor invoices, and cancelled checks. A limited cash advance may be granted with prior approval (see below regarding additional information on limited cash advances).

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[1] 2 CFR § 200.313 (d)(1)
[2] 2 CFR § 200.313 (d)(2)

- Project Completion and Certification Report (PCCR): Upon completion of all work associated with the FEMA approved projects, the Subrecipient shall contact the State in writing, to request a final inspection of each project. Once each project site has been inspected and the State representative has determined that the work was completed in accordance with the written scope of work and all applicable agreements and/or permits, the Public Assistance Officer shall fill out the PCCR report and it will be signed by a State representative. Once the DPS Finance Office has received a fully completed and signed PCCR, the State share of funding and any remaining unpaid Federal share of funding for all approved projects will be paid to the Subrecipient.

The State, at its discretion, will reimburse the Subrecipient by one of the following options depending on the needs of the Subrecipient and their standing with the State at the time they request Agreement funds:

- Reimbursement in arrears of expenditures with attached documentation. The subrecipient must submit the DPS Financial Report Form **(DPS Form ADM-116a**) with attached detailed documentation of incurred expenses paid to receive payment.

- Limited cash advance with prior approval. Subrecipient must submit the DPS Financial Report Form with detailed documentation of incurred expenses marked "Goods/Services received, not paid." DPS will process and make payment to Subrecipient. Next, the Subrecipient MUST make payment to the vendor and provide DPS proof of such (i.e., copy of cancelled check) within ten (10) days of receipt of the State of Vermont payment. Subrecipients may receive cash advance however they may be required to deposit funds in an interest-bearing account and possibly return interest earned more than $500 per year (see 2 CFR §200.305(b)(8)). Any interest earned must be reported to the Department of Health and Human Services, Payment Management System.

Requests for reimbursement, or payment, must be made using the DPS Financial Report Form (DPS Form ADM-116a), and must be supported by detailed supporting documentation. Examples of detailed supporting documentation may include payroll reports, timesheets, general ledger reports, paid vendor invoices, and cancelled checks.

These requests must be submitted to the Vermont Department of Public Safety, Financial Office, no later than the end of the month following the month in which the expenses were incurred. Please send to:

Name:	Sarah Prior
Via mail:	Vermont Department of Public Safety/Financial Office 45 State Drive Waterbury, VT 05671-1300
Via fax:	802-241-5553
Via email:	sarah.prior@vermont.gov

DPS will not make any payments on this Agreement unless the Subrecipient meets all provisions contained herein.

CLOSEOUT:

Small Projects:

- Subrecipient must certify that the work is completed and DPS must receive the Project Completion and Certification Report (PCCR) certified by the District Tech (SOV) that the work has been completed.

Large Projects:

- The Financial Office will ensure that all financial documents have been submitted and reconciled with the final financial report form.
- Subrecipient must certify that the work is completed and DPS must receive the PCCR certified by the District Tech (SOV) that the work has been completed.

When a performance period is nearing its end, the subrecipient should ensure all work is complete and file their reports by the deadline noted in Attachment B of the subrecipient agreement. If they have determined a need for an extension, it must be requested with sufficient time to allow for DPS to review and approve prior to the end of the current award term. If the performance period and date for the final report ends and the subrecipient does not contact DPS for an extension, the Financial Office will close out the award. Upon final payment and verification that all reporting obligations have been met, a closeout letter will be issued to the subrecipient.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS REVISED DECEMBER 7, 2023

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party's invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights, or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity:

- **A.** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- **B.** After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- **C.** The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission

of the Party or an agent of the Party in connection with the performance of this Agreement.

D. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: https://aoa.vermont.gov/Risk- Claims-COI.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party 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, the Party 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 the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Use and Protection of State Information:

A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, I V.S.A. § 315 et seq. ("Confidential State Data").

B. With respect to State Data, Party shall:

i. take reasonable precautions for its protection;

ii. not rent, sell, publish, share, or otherwise appropriate it; and

iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

C. With respect to Confidential State Data, Party shall:

i. strictly maintain its confidentiality;

ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;

iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;

iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;

- **v.** promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
- **vi.** upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:

- **i.** industry-standard firewall protection;
- **ii.** multi-factor authentication controls;
- **iii.** encryption of electronic Confidential State Data while in transit and at rest;
- **iv.** measures to ensure that the State Data shall not be altered without the prior written consent of the State;
- **v.** measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
- **vi.** training to implement the information security measures; and
- **vii.** monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.

E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.

F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.

G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives

H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party 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 the Party under this Agreement.

15. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party 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.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party 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. Sub-Agreements: Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

> In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Confidentiality and Protection of State Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party 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.

21. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party'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. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: https://bgs.vermont.gov/purchasing-contracting/debarment.

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not use the State's logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- **A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.
- **B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- **C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party 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 Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- **A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the 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. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- **B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.
- **C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- **A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- **B. Good Standing Certification (Act 154 of2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; PROCUREMENT; ORGANIZATIONAL AND FINANCIAL REQUIREMENT; FOLLOWING SUBRECIPIENT PROCEDURES: DISCLOSURE OF INFORMATION AND CONFLICT OF INTEREST;

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Safety determines to award the covered transaction, grant, or other agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, Agreements, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (https://www.sam.gov/portal/public/SAM/). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.
The Subrecipient will or will continue to provide a drug-free workplace by: [3]
1. Maintaining a Zero Tolerance Drug Policy;
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
4. Establishing an ongoing drug-free awareness program to inform employees about:
(a) The dangers of drug abuse in the workplace;
(b) The Subrecipient's policy of maintaining a drug-free workplace;
(c) Any available drug counseling, rehabilitation, and employee assistance programs; and
(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(e) Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. PROCUREMENT:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.327.
1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.[4]
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing and other review controls.
b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.

2. Subrecipients must have an adequate system of internal controls which:
a. Presents, classifies and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except that records must be retained until completion or resolution of all issues arising

[3] 2 CFR § 182

[4] 2 CFR § 200.318(c)(1)

from audit, litigation or claims started before the expiration of the three year period, whichever is later.

b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

c. Provides information for planning, control and evaluation of direct and indirect costs;

d. Provides cost and property control to ensure optimal use of the grant funds;

Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:

a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:

i. having new or substantially changed systems

ii. having new compliance personnel

iii. loss of license or accreditation to operate program

iv. organizational restructuring.

6. FOLLOWING SUBRECIPIENT PROCEDURES:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient’s payroll, purchasing, contracting and inventory control in accordance with 2 CFR 200 Subpart E, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

(a) 2 CFR 200 § 302 Financial Management

7. DISCLOSURE OF INFORMATION:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. CONFLICT OF INTEREST

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to the Department.

ATTACHMENT E
FUNDING SOURCE SPECIAL CONDITIONS

This Agreement is subject to the requirements of all federal laws, policies, and bulletins. Most notably:

The period of performance (effective dates) of this Subgrant shall begin on 7/14/2023.

For Emergency Work Categories A.) Debris Removal and B.) Emergency Protective Measures, work must be completed by 1/14/2024 unless an extension is granted.

For Permanent Work Categories C.) Roads and Bridges, D.) Water Control Facilities, E.) Buildings and Equipment, F.) Utilities, and G.) Parks, Recreational and Other, work must be completed by 1/14/2025 unless an extension is granted.

The State of Vermont has received presidential approval of 100% Federal share reimbursement for Public Assistance DR-4720 for Category A: Debris Removal and Category B: Emergency Protective Measures projects for a 30-day window selected by Vermont's Governor.

Those 30-day window dates are as follows:
Category A – July 9 through August 7
Category B – July 13 through August 11

Applicants should refer to their individual project worksheets for the Federal share amount.

Federal Guidance must be followed, 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

2023 U.S. Department of Homeland Security Standard Terms and Conditions, which are hereby incorporated by reference.

This Agreement is also subject to the requirements of the State of Vermont grant and audit policies. The most pertinent bulletins and addendums are:

Bulletin 5 - Single Audit Policy for Agreements
Bulletin 5 - Procedure #1
Bulletin 5 - Procedure #2

This agreement is subject to the requirements for the federal agency providing the funds. This agreement is subject to the following Code of Federal Regulation (CFR) and Grant Guidance:

- CFR 44 – Emergency Management and Assistance
- FEMA 321 Public Assistance Digest: http://www.fema.gov/pdf/government/grant/pa/pdigest08.pdf
- FEMA 322 Public Assistance Guide: http://www.fema.gov/pdf/government/grant/pa/paguide07.pdf
- FEMA 9500 Series Policy Publications: http://www.fema.gov/9500-series-policy-publications
- Other FEMA Publications: http://www.fema.gov/public-assistance-policy-and-guidance
- Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (PL 88-3S2) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC 11681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC- 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 USC" 6101-106), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 19 (PL 92-255), as amended, relating to n' discrimination on the basis of drug abuse; (f) Comprehensive Alcohol Abuse and Alcohol Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating nondiscrimination on the basis of alcohol abuse alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912

(42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute under which application for Federal assistance being made; and the requirements of any off nondiscrimination statute(s) which may apply to application.

- Will comply, or has already complied, with the requirements of Titles II and Ill of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91- which provide fair and equitable treatment of persons displaced whose property is acquired as a result of Federal federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with-EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. I' 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. I 7401 et seq.); (g) protection of underground source of drinking water under the Safe Drinking Water Act of 1974, as amended, (PL 93-523); and (h) protection of endangered species under the Endangered Special Act of 1973, as amended, (PL 93-205).

- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S. C. 470), EO 11593 (identification protection of historic properties), and Archaeological and Historic Preservation AI 1974 (16 U.S. C. 469a-1 et seq.).

- Will comply with the Lead-Based Paint Poise Prevention Act (42 U.S. C. 4801 et seq.) which prohibits the use of lead based paint in construe or rehabilitation of residence structures.

- It will comply with the minimum wage and maximum hours provisions of the Federal fair Labor Standards Act (29 U.S.C 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

- Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

- Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

§200.305 Payment.

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.

(i) The non-Federal entity receives less than $120,000 in Federal awards per year.

(ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on Federal cash balances.

(iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

(iv) A foreign government or banking system prohibits or precludes interest bearing accounts.

(9) Interest earned amounts up to $500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fed wire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another federal agency payment system. The remittance must be submitted as follows:

(i) For ACH Returns:

Routing Number: 051036706
Account number: 303000
Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN
(ii) For Fedwire Returns*:

Routing Number: 021030004
Account number: 75010501
Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

(* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

(iii) For International ACH Returns:

Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)
Bank: Citibank N.A. (New York)
Swift Code: CITIUS33
Account Number: 36838868
Bank Address: 388 Greenwich Street, New York, NY 10013 USA
Payment Details (Line 70): Agency
Name (abbreviated when possible) and ALC Agency POC: Michelle Haney, (301) 492-5065

(iv) For recipients that do not have electronic remittance capability, please make check** payable to: "The Department of Health and Human Services."

Mail Check to Treasury approved lockbox:
HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231
(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

(v) Any additional information/instructions may be found on the PMS Web site at *http://www.dpm.psc.gov/*.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75883, Dec. 19, 2014; 80 FR 54408, Sept. 10, 2015]

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
   1.) Procure or obtain;
   2.) Extend or renew a contract to procure or obtain; or
   3.) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
      i.) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
      ii.) Telecommunications or video surveillance services provided by such entities or using such equipment.
      iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
c) See Public Law 115-232, section 889 for additional information.
d) See also §200.471.

DEPARTMENT OF PUBLIC SAFETY

VERMONT

FINANCIAL REPORT FORM

INV #84720-026-RPT1

1. SUBAWARD NAME Public Assistance	2. SUBAWARD NUMBER 02140-84720-026	Report 1
3. IF THIS IS A CORRECTED REPORT, ENTER THE ORIGINAL DATE OF THE REPORT BEING CORRECTED.	3a. ORIGINAL DATE	4. MATCH REQUIRED 25%
		☐ FINAL
5. FEDERAL TAX ID NUMBER 03-6000410	6. FUNDING/SUBGRANT PERIOD FROM: 7/14/2023 TO: 1/14/2025	7. REPORT PERIOD FROM: 7/14/2023 TO: 7/14/2024
8. SUBRECIPIENT NAME AND ADDRESS Burlington Electric Department 585 Pine Street Burlington, VT 05401	9. PAYEE (WHERE CHECK IS TO BE SENT IF DIFFERENT FROM 8) Burlington Electric Department 585 Pine Street Burlington, VT 05401	
10. NAME OF CONTACT PERSON Emily Stebbins-Wheelock	11. TELEPHONE NUMBER 802-865-7466	12. EMAIL estebbins-wheelock@burlingtonelectric.c

13A. SUBAWARD BUDGET CATEGORIES	13B. SUBAWARD BUDGET	13C. PRIOR EXPENDITURES	13D. CURRENT PERIOD EXPENDITURES	13E. SUBAWARD BALANCE
PERSONAL SERVICES:				
Salaries and Benefits	0.00			0.00
Contractual	0.00			0.00
Total Personal Services	**0.00**	**0.00**	**0.00**	**0.00**
OPERATING EXPENSE:				
Supplies	0.00			0.00
Travel	0.00			0.00
Equipment	0.00			0.00
Other	22,863.73		22,863.73	0.00
Indirect Cost	0.00			0.00
Total Operating Expense	**22,863.73**	**0.00**	**22,863.73**	**0.00**
Total Program	**22,863.73**	**0.00**	**22,863.73**	**0.00**

14A. FINANCIAL REPORT SECTION	14B. BUDGET	14C. PRIOR EXPENDITURES	14D. CURRENT PERIOD EXPENDITURES	14E. BALANCE
Recommended Match (To Meet Match Requirement)			5,715.93	
Non-Federal Share (Match)	5,715.93		5,715.93	0.00
Federal Share	17,147.80		17,147.80	0.00
GRANT PAYMENT NOW REQUESTED			17,147.80	

15. CERTIFICATION

I certify to the best of my knowledge and belief the data included on this report are correct, all supporting documentation is on file and available for inspection, and that all outlays have been or will be made in accordance with the subward conditions or other agreement, and that payment is due and has not been previously requested. I am aware that any false, ficticious, or fraudulent information may be subject to criminal, civil, or administrative penalties (U.S. Code, Title 18, Section 1001).

SIGNATURE OF SUBRECIPIENT AUTHORIZING OFFICIAL	DATE SUBMITTED
TYPED OR PRINTED NAME AND TITLE	TELEPHONE NUMBER

DO NOT WRITE IN THIS SECTION. FOR DEPARTMENT OF PUBLIC SAFETY USE ONLY

The Accounts Payable Office is authorized to process payment to this subrecipient.

16. VENDOR ID/ ADDRESS	17. ACCOUNT	18. FUND	19. DEPARTMENT ID	20. CLASS	21. PROJECT	22. CFDA #
0000040096	550500	22005	2140031000	00001	84720-026	97.036

DPS Signature Authority Approval:	**Date:**	**Comment: PW-00739(0) 8/2/24 $22,863.73 reimbursed at 75% federal share.**
DPS Financial Office Signature:	**Date:**	

ADM-116a - July 2020

DEPARTMENT OF PUBLIC SAFETY

VERMONT

FINANCIAL REPORT FORM

INV #84695-003-RPT2

1. SUBAWARD NAME	2. SUBAWARD NUMBER	
Public Assistance	02140-84695-003	Report 2

3. IF THIS IS A CORRECTED REPORT, ENTER THE ORIGINAL DATE OF THE REPORT BEING CORRECTED.	3a. ORIGINAL DATE	4. MATCH REQUIRED	
		0%	☐ FINAL

5. FEDERAL TAX ID NUMBER	6. FUNDING/SUBGRANT PERIOD		7. REPORT PERIOD	
03-6000410	FROM:	3/20/2023	FROM:	3/20/2023
	TO:	9/20/2024	TO:	9/20/2024

8. SUBRECIPIENT NAME AND ADDRESS	9. PAYEE (WHERE CHECK IS TO BE SENT IF DIFFERENT FROM 8)
Burlington Electric Department 585 Pine St. Burlington, VT,05401	Burlington Electric Department 585 Pine St. Burlington, VT,05401

10. NAME OF CONTACT PERSON	11. TELEPHONE NUMBER	12. EMAIL
Emily Stebbins-Wheelock	802-865-7300	estebbins-wheelock@burlingtonelectric.c

13A. SUBAWARD BUDGET CATEGORIES	13B. SUBAWARD BUDGET	13C. PRIOR EXPENDITURES	13D. CURRENT PERIOD EXPENDITURES	13E. SUBAWARD BALANCE
PERSONAL SERVICES:				
Salaries and Benefits	0.00			0.00
Contractual	0.00			0.00
Total Personal Services	**0.00**	**0.00**	**0.00**	**0.00**
OPERATING EXPENSE:				
Supplies	0.00			0.00
Travel	0.00			0.00
Equipment	0.00			0.00
Other	15,819.69	15,066.37	753.32	0.00
Indirect Cost	0.00			0.00
Total Operating Expense	**15,819.69**	**15,066.37**	**753.32**	**0.00**
Total Program	**15,819.69**	**15,066.37**	**753.32**	**0.00**

14A. FINANCIAL REPORT SECTION	14B. BUDGET	14C. PRIOR EXPENDITURES	14D. CURRENT PERIOD EXPENDITURES	14E. BALANCE
Recommended Match (To Meet Match Requirement)			0.00	
Non-Federal Share (Match)	3,766.59	3,766.59	0.00	0.00
Federal Share	12,053.10	11,299.78	753.32	0.00
GRANT PAYMENT NOW REQUESTED			753.32	

15. CERTIFICATION

I certify to the best of my knowledge and belief the data included on this report are correct, all supporting documentation is on file and available for inspection, and that all outlays have been or will be made in accordance with the subward conditions or other agreement, and that payment is due and has not been previously requested. I am aware that any false, ficticious, or fraudulent information may be subject to criminal, civil, or administrative penalties (U.S. Code, Title 18, Section 1001).	SIGNATURE OF SUBRECIPIENT AUTHORIZING OFFICIAL	DATE SUBMITTED
	TYPED OR PRINTED NAME AND TITLE	TELEPHONE NUMBER

DO NOT WRITE IN THIS SECTION. FOR DEPARTMENT OF PUBLIC SAFETY USE ONLY

The Accounts Payable Office is authorized to process payment to this subrecipient.

16. VENDOR ID/ ADDRESS	17. ACCOUNT	18. FUND	19. DEPARTMENT ID	20. CLASS	21. PROJECT	22. CFDA #
40096	550500	22005	2140031000	00001	84695-003	97.036

DPS Signature Authority Approval:	**Date:**	**Comment**: PW-00009(0) 8/4/23 $753.32 reimbursed at 100% federal share.
DPS Financial Office Signature:	**Date:**	

ADM-116a - July 2020

Board of Finance and City Council Submission Checklist

Department: BED   Submitter: Darren Springer, Emily Stebbins-Wheelock

Title/Subject: State of Vermont Public Assistance (FEMA) Grants

	Approval:	Meeting Date:
☒	Board of Finance	10/21/2024
☐	City Council	Click or tap to enter a date.
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	10/15/2024	Darren Springer
Mayor's Office informed and approved memo	Yes	10/16/2024	Erin Jacobsen
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	No	Click or tap to enter a date.	Approval/acceptance contingent on City Attorney review
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	10/16/2024	Kim Sturtevant
CAO has reviewed budget, financing, and memo	Yes	10/16/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	No	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Motion in Memo
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

City of Burlington
Department of Public Works

Technical Services Engineering Division
645 Pine Street, Suite A
Burlington, VT 05402
P 802-863-9094 / F 802-863-0466 / TTY 802-863-0450
www.burlingtonvt.gov/DPW

Memo

Date: October 21, 2024

To: City of Burlington, Board of Finance/City Council

From: Corey Mims, P.E., Senior Public Works Engineer
Laura Wheelock, P.E., Assistant Director of Public Works/City Engineer
Chapin Spencer, Director of Public Works

Subject: Champlain Parkway Cooperative Agreement Amendment No. 9

Request:
The Department of Public Works ("DPW") is requesting the Board of Finance approve and recommend that the City Council authorize the Director of Public Works, or his designee, to execute Amendment No. 9 to the Cooperative Agreement for the Champlain Parkway Project for continued project expense (construction and soft costs) by increasing the maximum limiting amount by $17,000,000.00 and the local match obligation by $340,000.00, subject to the prior review and approval of the City Attorney's Office.

Background:
When the City took over management of the Champlain Parkway/Southern Connector project in 1998, a Cooperative Agreement (CA) was executed between the State of Vermont Agency of Transportation (VTrans) and the City of Burlington outlining the conditions of the project's management and financing – CA0035. This Cooperative Agreement is for the Champlain Parkway Project eligible expenses (this includes both construction contracts as well as soft costs).

The original CA outlines a Maximum Limiting Amount (MLA) under which the agreement is valid. In the event the project approaches exceeding the MLA, an Amendment is required in order to increase the MLA of the original CA.

Under the Economic Growth Center (EGC) Funding Program, the project participation percentages are: 95% Federal; 3% State; and 2% Local. The Local Share for this project is budgeted and paid for through the Department of Public Works (DPW) Street Capital and Capital Improvement Programs (General Obligation Bond and Annual CIP). Amendment No. 9 is anticipated to bring the project through the final construction phase of the project.

The current Cooperative Agreement (CA Amendment #8) has a Maximum Limiting Amount of $65,000,000. The proposed Amendment No. 9 increases the MLA by $17,000,000, creating a new MLA of $82,000,000. The City's incremental local share (2%) obligation is $340,000 to a total local match of $1,640,000. This local share obligation was anticipated and has already been accounted for in the FY 2025 budget. The Amendment No. 9 document is currently under development by VTrans and will be reviewed and approved by the City Attorney's Office prior to execution.

In addition to the project eligible expenses which will be participating at the percentages identified above, there are a number of costs associated with this project which are not eligible for reimbursement from Federal and State funds. These ineligible expenses include the disposal of contaminated soil from the Pine Street corridor, differential costs for street lighting along the new section of roadway and differential costs for undergrounding Burlington Electric Department utilities, additional landscaping. These final contract ineligible costs account for approximately $1.1M in construction costs which are the sole responsibility of the City. The project budget for FY25 has received $1,206,275 in capital outlay bond revenue for the Final Contract. The FY25 budget request has secured the project local match and non-participating funding for the final construction contract as bid.

After approval of the proposed Cooperative Agreement Amendment No. 9, the City's total share of costs, including both the 2% local match and the ineligible costs described above, for the complete design and construction of the Champlain Parkway will be approximately $6.2M.

The contractor's work under the Champlain Parkway's initial construction contract (Home Avenue to Kilburn Street) is progressing well and is soon to complete. The final construction contract contractor (ECI) is anticipating starting work this fall on the southern section between Home Ave and Shelburne St. As guided by Council's approval of awarding the final construction contract, DPW staff has included in ECI's contract the condition that the King Street and Maple Street intersection traffic signals be operational for a minimum of 3 months prior to opening the I-189 connection to traffic. For further discussion on the overall project and current project updates, please see the project website at www.champlainparkway.com.

Motions

Actions for Board of Finance:

To approve and recommend that the City Council authorize the Director of Public Works, or his designee, to execute Amendment No. 9 to the Cooperative Agreement for the Champlain Parkway Project for continued project construction by increasing the maximum limiting amount by $17,000,000 and the local match obligation by $340,000, for a total authorized maximum limiting amount of $82,000,000, including a total local match obligation of $1,640,000, subject to the prior review and approval of the City Attorney's Office.

Actions for City Council:

To authorize the Director of Public Works, or his designee, to execute Amendment No. 9 to the Cooperative Agreement for the Champlain Parkway Project for continued project construction by increasing the maximum limiting amount by $17,000,000 and the local match obligation by $340,000, for a total authorized maximum limiting amount of $82,000,000, including a total local match obligation of $1,640,000, subject to the prior review and approval of the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Department: Public Works Department Submitter: Corey Mims

Title/Subject: Champlain Parkway Final Construction Contract Award Authorization

	Approval:	Meeting Date:
☒	Board of Finance	10/21/2024
☒	City Council	10/28/2024
☐	Concurrent	

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	10/15/2024	Chapin Spencer
Mayor's Office informed and approved memo	Yes	10/16/2024	Joe Magee
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.		Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	10/15/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	10/16/2024	Kathrine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

POLICE DEPARTMENT
CITY OF BURLINGTON

To: Board of Finance and City Council
From: Chief of Police Jon Murad
Date: Wednesday, October 16, 2024
Re: Creation of one (1) new position, the Police Receptionist (Police Department)

Executive Summary:
The Burlington Police Department (BPD) is requesting:

- The creation of an "Police Receptionist," a Regular, Full-time, Non-exempt, AFSCME, Grade 13 position

Background:
In accordance with the BPD's efforts to connect with and maximize its service to the public, and in response to feedback received from the community safety advisory group, the BPD seeks to create a Police Receptionist position. This administrative support position will work in the lobby / waiting area at the front desk for the Burlington Police Department (BPD). The position will greet and receive visitors to the police department, as well as those who require police services, such as people making criminal complaints, external citizen complaints, or turning in or collecting property. The position will answer both in-person and telephone inquiries about the BPD and its operations and services, including directing people to the appropriate part of the BPD, such as dispatch, patrol, or the CAIP (Crisis Advocacy Intervention Programs) team.

Financial Impact:
This position is a Grade 13, with a Step 1 salary of approximately $51,368 rising to a Step 15 salary of $61,088. If this position is hired in FY25, the City will use one-time funds from the proceeds of a Right-of-Way land sale which will fully cover the salary and benefits for this position. The BPD will budget for this position in future fiscal years.

Motions:

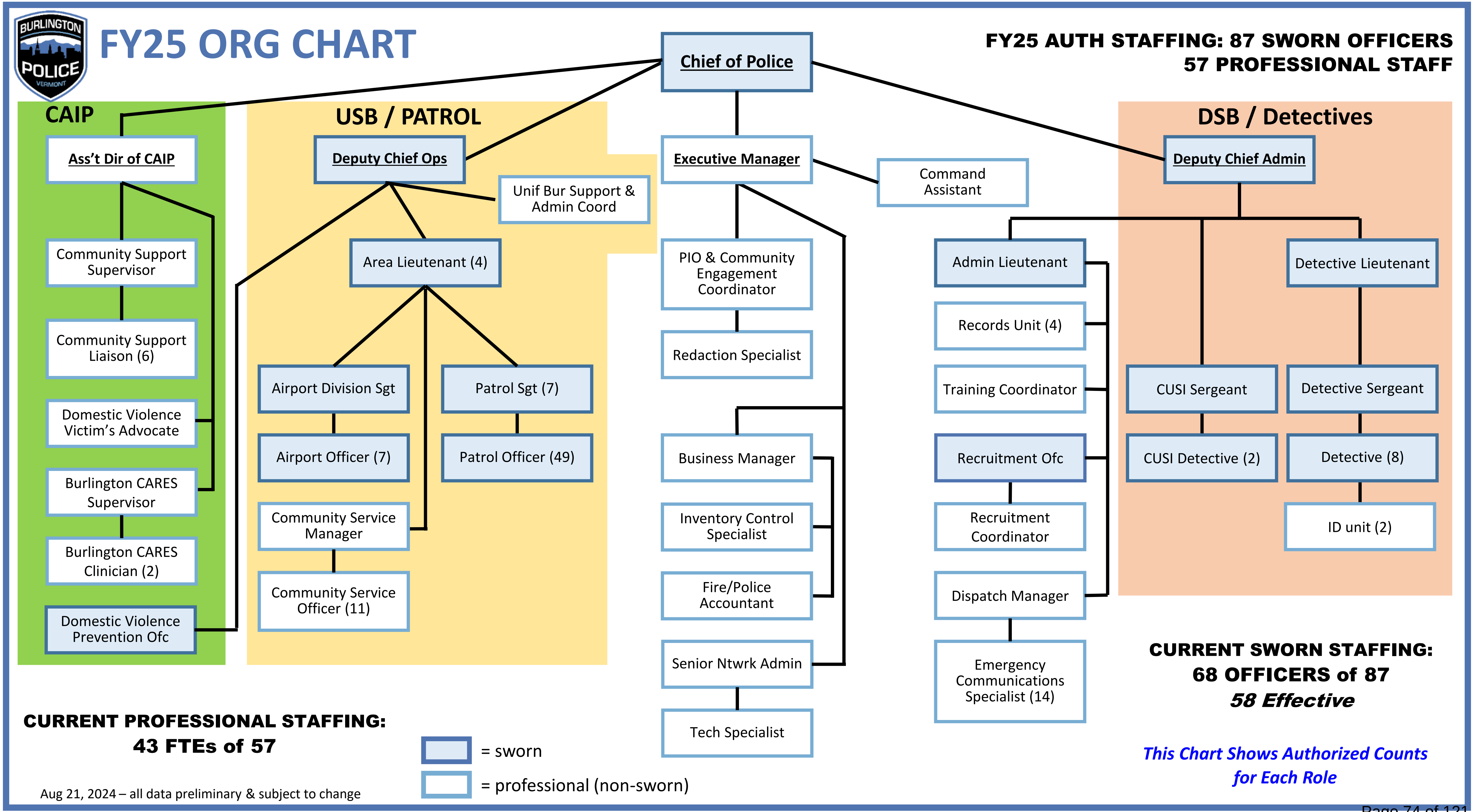
<u>Board of Finance Motion</u>
To approve and recommend that the City Council approve:

- The creation of a "Police Receptionist," a Regular, Full-time, Non-exempt, AFSCME, Grade 13 position within the Burlington Police Department.

<u>City Council Motion</u>
To approve:

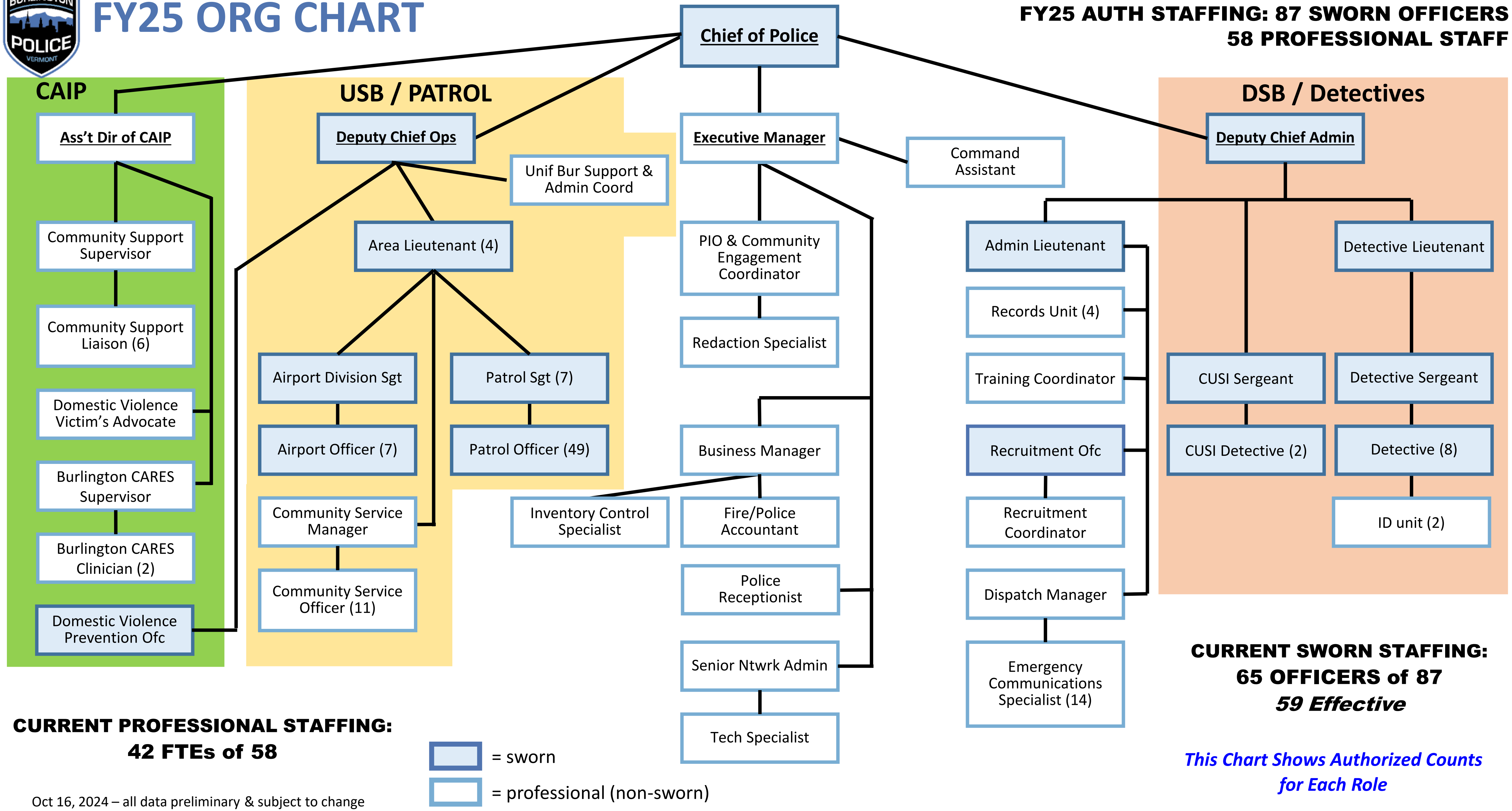
- The creation of a "Police Receptionist," a Regular, Full-time, Non-exempt, AFSCME, Grade 13 position within the Burlington Police Department.

Cc: Lynn Reagan, Interim Human Resources Director


FY25 ORG CHART
BURLINGTON POLICE VERMONT
FY25 AUTH STAFFING: 87 SWORN OFFICERS
57 PROFESSIONAL STAFF
Chief of Police
CAIP
Ass't Dir of CAIP
Community Support Supervisor
Community Support Liaison (6)
Domestic Violence Victim's Advocate
Burlington CARES Supervisor
Burlington CARES Clinician (2)
Domestic Violence Prevention Ofc
USB / PATROL
Deputy Chief Ops
Unif Bur Support & Admin Coord
Area Lieutenant (4)
Airport Division Sgt
Airport Officer (7)
Patrol Sgt (7)
Patrol Officer (49)
Community Service Manager
Community Service Officer (11)
Executive Manager
Command Assistant
PIO & Community Engagement Coordinator
Redaction Specialist
Business Manager
Inventory Control Specialist
Fire/Police Accountant
Senior Ntwrk Admin
Tech Specialist
DSB / Detectives
Deputy Chief Admin
Admin Lieutenant
Records Unit (4)
Training Coordinator
Recruitment Ofc
Recruitment Coordinator
Dispatch Manager
Emergency Communications Specialist (14)
Detective Lieutenant
CUSI Sergeant
CUSI Detective (2)
Detective Sergeant
Detective (8)
ID unit (2)
CURRENT SWORN STAFFING:
68 OFFICERS of 87
58 Effective
This Chart Shows Authorized Counts for Each Role
CURRENT PROFESSIONAL STAFFING:
43 FTEs of 57
= sworn
= professional (non-sworn)
Aug 21, 2024 – all data preliminary & subject to change

FY25 ORG CHART

FY25 AUTH STAFFING: 87 SWORN OFFICERS
58 PROFESSIONAL STAFF



CURRENT SWORN STAFFING:
65 OFFICERS of 87
59 Effective

This Chart Shows Authorized Counts for Each Role

CURRENT PROFESSIONAL STAFFING:
42 FTEs of 58

Oct 16, 2024 – all data preliminary & subject to change

City of Burlington
Job Description

Position Title: Police Receptionist
Department: Burlington Police Department
Reports to: Executive Manager
Pay Grade: 13 **Job Code**: TBD
Exempt/Non-Exempt: Non-Exempt **Union**: AFSCME
Remote Work Rating: Tier 1

General Purpose: This position is an administrative support position. The position works in the lobby / waiting area at the front desk for the Burlington Police Department (BPD). The position greets and receives visitors to the police department, as well as those who require police services, such as people making criminal complaints, external citizen complaints, or turning in or collecting property. The position answers both in-person and telephone inquiries about the BPD and its operations and services. This includes directing people to the appropriate part of the BPD, such as dispatch, patrol, or the CAIP (Crisis Advocacy Intervention Programs) team. The position sits in a safe, enclosed, and secure seat. From that seat, the position has access-control functions, including controlling a primary point of entry into the secure zone of the police department. This position verifies employees' identification, issues visitor passes, and observes and reports any unusual or suspicious persons or activities that take place in the lobby / waiting area of the police department. The person in this role MUST maintain a calm, courteous, and professional demeanor at all times, even when confronted by upset, distressed, or angry visitors. The position will interact with people of varying cultures and backgrounds, who exhibit different personality types. The position is expected to perform multiple tasks efficiently.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

Constituent Relations:
- Greet members of the public in person and by telephone; answer calls, take messages, monitor email, and determine appropriate course of action for walk-in traffic and scheduled visitors.
- Staff the BPD's front desk and answer its primary telephone line.
- Respond to requests for information from members of the public, other City departments, or other stakeholders and partners
- Resolve or refer complaints or other inquiries using the utmost diplomacy and tact; direct

people expressing issues and concerns to the appropriate member of the BPD.
- Facilitate events hosted by the BPD or held in police headquarters, such as press conferences, employee events, or public meetings.
- Verify and issue visitor badges and maintain visitor logs.
- Provide back-up administrative support for Commission meetings as needed, and other public boards, committees and events. This support includes, but is not limited to, compile and prepare agendas; schedule meetings and meeting space; warn meetings; record, transcribe and distribute minutes; assure follow-through to meeting issues; maintain records and files; assist in developing and disseminating outreach materials, publicity and signage plans; facilitate communication with other City Departments with direction from the Executive Manager.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- High school diploma or equivalent and two (2) years' of experience in an administrative office environment with an emphasis in customer service required or an equivalent combination of education and experience as determined by the Chief of Police.
- Must successfully complete Police Department oral-board interview and background investigation that complies with federal Department of Justice requirements around Criminal Justice Information Systems (CJIS).
- Working knowledge of Outlook and Microsoft Word, the ability to learn computer systems such as Kronos (timekeeping software), and the ability to operate multi-extension telephone systems and properly direct incoming calls.
- Ability to operate standard office equipment, including copier, adding machine, postage meter.
- Competency in English language usage, spelling, grammar, punctuation, and format of legal and business documents and correspondence.
- Ability to represent the BPD effectively and professionally in all interactions with the general public and multiple stakeholders, including City employees and elected officials. Must provide customers with prompt and courteous service.
- Ability to handle numerous phone calls and interface with multiple in-person visitors simultaneously, sometimes under pressure.
- Ability to maintain a calm, courteous, professional appearance and demeanor at all times, regardless of a visitor's behavior.
- Demonstrated commitment to diversity, equity, and inclusion as evidenced by ongoing trainings and professional development.
- Ability to learn and practice cultural competency efforts within stated job responsibilities and to work effectively across diverse cultures and constituencies.
- Ability to understand and comply with City standards, safety rules, and personnel policies.
- Regular attendance is necessary and is essential to meeting the position's expectations.
- Must be able to work both independently and as part of the customer-service team in a

fast paced, complex, detail-oriented office environment that features many repetitive tasks and deadlines.
- Ability to handle multiple tasks simultaneously, work under pressure, and adhere to schedules.
- Ability to interact professionally and respectfully with co-workers, members of the public, and elected officials, in person, by telephone, and through email.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

_x_ seeing	__ ability to move distances	_x_ lifting (specify)
__ color perception	within and between	_10_ pounds
(red, green, amber)	warehouses/offices	_x_ carrying (specify)
_x_ hearing/listening	__ climbing	_10_ pounds
_x_ clear speech	__ ability to mount and	__ driving (local/over
_x_ touching	dismount forklift/truck	the road)
_x_ dexterity	_ pushing/pulling	
_x_ hand		
_x_ finger		
_x_ reading - basic	_x_ math skills - basic	__ analysis/comprehension
_x_ reading – complex	__ math skills - complex	_x_ judgment/decision
_x_ writing - basic	_x_ clerical	making
__ writing - complex		
__ shift work	__ outside	__ pressurized equipment
_x_ works alone	__ extreme heat	__ moving objects
_x_ works with others	__ extreme cold	__ high places
_x_ verbal contact w/others	__ noise	__ fumes/odors
_x_ face-to-face contact	__ mechanical equipment	__ hazardous materials
_x_ inside	__ electrical equipment	__ dirt/dust

Supervision:
Directly Supervises: 0 Indirectly Supervises: 0

Disclaimer:
The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: ______________________________ Date: __________

Human Resources: ______________________________ Date: __________
Created October 2024

Board of Finance and City Council Submission Checklist

Department: Police Submitter: Shannon Trammell

Title/Subject: Creation of Police Receptionist Position

	Approval:	Meeting Date:
☒	Board of Finance	10/21/2024
☒	City Council	10/28/2024
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	10/16/2024	J.Murad
Mayor's Office informed and approved memo	Yes	10/16/2024	Erin Jacobsen
Board/Commission, if required	N/A		
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	10/16/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	10/16/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	10/16/2024	Tim Clancy
CIO, if an IT-related investment/purchase	N/A		

Materials Included

	Included?	Note
Final Memo Attached?	Yes	
Contract Attached, if applicable?	N/A	
Additional Materials, if necessary	N/A	
Draft Resolution or Motion?	Yes	
If for submission to Council, are sponsors identified?	Choose an item.	

MEMORANDUM

To:	Burlington Board of Finance Burlington City Council
From:	Darren Springer, General Manager Emily Stebbins-Wheelock, Manager of Strategy & Innovation Erica Ferland, Director of Information Technology
Date:	October 21, 2024
Subject:	BED Customer Information System contract

Burlington Electric Department (BED) seeks the City Council's authorization to execute a Master Services Agreement with SpryPoint Services, Inc. (SpryPoint) to purchase and implement a new customer information system (CIS), customer portal, and mobile work management system (MWMS) over the next two fiscal years, subject to the inclusion of the planned purchases in BED's approved budget for each relevant fiscal year. The Burlington Board of Electric Commissioners voted unanimously at its October 16, 2024 meeting to recommend that the Council approve this item.

This memo describes the business need for this purchase, BED's vendor selection process, negotiated pricing, and the agreement BED would execute if so authorized by the City Council. As noted below, expenditures for FY25 were already included in BED's approved FY25 budget and expenditures in FY26 will be subject to annual appropriations.

Background

BED began its "IT Forward" project in 2017 with the goal of modernizing its core business systems, including the CIS, and adding functionality that supports dynamic rates, customer self-service, net metering, and other innovative practices to advance BED's Net Zero Energy vision. A utility CIS provides billing and rates functionality, customer account management, payments and collections processing, customer communications and relationship management, and integrated processing of customer-specific activities such as rebates and service changes. BED's current CIS is 30+ years old, outdated, and offers relatively limited functionality in core areas such as billing and budget/payment plans.

Burlington Electric Department
585 Pine Street Burlington, VT 05401
burlingtonelectric.com

Phone 802.658.0300

Following a 2018 request for information and a 2019 request for proposals (RFP), in late 2020 BED selected a set of solutions from a single vendor, N. Harris Computer Corporation, to replace its meter data management system (MDMS), customer portal, CIS, and financial/accounting system. BED proceeded with Harris to implement a new MDMS in April 2023, and a new customer portal in August 2023. BED had planned to kick off a CIS project with Harris in early 2023, but after careful consideration decided in March 2023 to rebid its CIS project, for several reasons, chiefly: (1) the 2019 RFP had solicited proposals for multiple software solutions from single vendors, which limited the number of vendors who were able to respond; (2) the utility CIS market had evolved significantly since the 2019 RFP was issued, including new vendors and native cloud/Software-as-a-Service (SaaS) offerings; and (3) the pricing negotiated with Harris in late 2020 had expired. (BED also plans to rebid its financial system, for similar reasons.)

The current recommendation culminates a second rigorous procurement process, in which BED viewed introductory vendor demos and updated its requirements before issuing in December 2023 a new RFP for CIS. The RFP also solicited proposals for customer portal and mobile workforce management solutions, as these systems are heavily integrated with a CIS. A team of 13 BED employees from Customer Care, Billing, Communications, IT, Energy Services, Policy & Planning, and Finance engaged in the procurement process. BED received six responses to our RFP, conducted day-long on-site demos with five vendors, and conducted follow-up demos and reference checks with three finalists.

In June 2024, the team recommended SpryPoint as the preferred vendor for CIS, portal, and mobile workforce management. SpryPoint is a relatively new, privately held SaaS-based company that has been growing rapidly and gaining new customers. SpryPoint was selected based on the following criteria:

- Ability to handle BED's functional requirements, including a strong rates/billing engine, account management, and rebate processing
- Modern SaaS platform and agile approach aligned with BED's strategic vision for innovation
- Growing customer base reflective of BED peers (including many smaller municipal utilities) and strong references
- Competitive pricing/10-year cost of ownership that is in line with or lower than other bids received and also competitive with the prior Harris pricing from 2020
- Availability of companion mobile fieldwork management and work order/asset management solutions

The BED team did not take the decision to switch customer portals again lightly. We recognize the significant investment made in the recent portal transition both by BED's team and our customers, and that it will be a significant effort to switch again. Several factors weighed in our decision, most importantly (a) the need for a tight integration between the customer portal and the CIS in order to facilitate efficient workflows and data transfer and (b) our experience to date with our current portal vendor, which has not fully met our expectations for responsiveness and product functionality. (Our current portal vendor was acquired by Harris in June 2020 and we believe the COVID-19 pandemic negatively impacted their staffing and therefore their ability to deliver on implementation services and product development.)

Per the BED team's recommendation, BED notified SpryPoint of its tentative selection as our preferred vendor on June 10, 2024, subject to satisfactory negotiation on scope and price as well as needed approvals for this multi-year contract by the Electric Commission and City Council. BED began negotiating the statement of work (SOW), pricing, and contract language.

The contract negotiation process has:

- Involved executive sponsorship, with the CFO and Manager of Strategy & Innovation articulating the vision and mission of the project, leading pricing negotiations, and reviewing and editing the SOW and contracts to ensure BED's objectives, scope, expectations, and requirements are met.
- Involved BED business process owners and front-line staff in reviewing the SOW and contract.
- Involved a dedicated project manager from BED's IT team.
- Resulted in competitive pricing that is reduced overall from the RFP proposal.
- Ensured that payments for implementation services will be based on completion of work, per milestones defined in the SOW.

Agreement & Pricing

BED proposes to execute a Master Services Agreement with SpryPoint for a SaaS subscription. The agreement will, along with several exhibits, cover license/use, hosting/infrastructure, all updates and upgrades, and ongoing support/maintenance of CIS, portal, and mobile work management solutions. The agreement will auto-renew annually, subject to annual budget appropriations, unless either party gives 120 days' prior notice, and contains a termination for convenience clause. The initial SaaS subscription fee will be $145,250 (operating expense), with annual increases thereafter of 1.25x the U.S. Consumer Price Index, which is standard in the industry in consideration of SaaS cost structures that include significant infrastructure/hosting expenses and continuing product investment/development. Implementation services (capital expense) will be provided in accordance with a Statement of Work attached as an exhibit to the agreement. Implementation services will be a fixed fee of $940,800, based on BED's acceptance of completed work per milestones defined in the SOW.

BED has already included the applicable FY25 items above in its approved FY25 budget (with capital implementation expenses designated for revenue bond funding), and each subsequent fiscal year's implementation would be subject to annual appropriations. BED's Public Utility Commission counsel, Bill Ellis, has reviewed the contract, and the agreement will also be subject to review and approval by the City Attorney's Office.

Provisional Timeline

BED and SpryPoint are planning to kick off the implementation project in November 2024. Implementation is expected to take approximately 14 months, with a tentative go-live date in early calendar year 2026.

Motions

Board of Finance:

To approve and recommend that the City Council approve and authorize the General Manager of BED to execute with SpryPoint a Master Services Agreement to purchase a SaaS subscription and receive associated implementation, support, and maintenance services for a customer information system, customer portal, and mobile workforce management system at fixed, not-to-exceed prices, subject to review and approval of the City Attorney’s Office and subject to appropriations for each relevant fiscal year.

City Council:

To approve and authorize the General Manager of Burlington Electric Department to execute with SpryPoint a Master Services Agreement to purchase a SaaS subscription and receive associated implementation, support, and maintenance services for a customer information system, customer portal, and mobile workforce management system at fixed, not-to-exceed prices, subject to review and approval of the City Attorney’s Office and subject to appropriations for each relevant fiscal year.

Board of Finance and City Council Submission Checklist

Department: Burlington Electric Department Submitter: Darren Springer, Emily Stebbins-Wheelock, Erica Ferland

Title/Subject: BED Customer Information System contract

	Approval:	Meeting Date:
☒	Board of Finance	10/21/2024
☒	City Council	10/28/2024
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	10/15/2024	Darren Springer
Mayor's Office informed and approved memo	Yes	10/16/2024	Erin Jacobsen
Board/Commission, if required	Yes	10/16/2024	Board of Electric Commissioners
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	City Attorney's Office to review contracts prior to execution
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	10/17/2024	Kim Sturtevant
CAO has reviewed budget, financing, and memo	Yes	10/17/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	No	City Attorney's Office to review contracts prior to execution
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Motions included in memo
If for submission to Council, are sponsors identified?	Yes	Board of Finance

OFFICE OF THE CLERK/TREASURER
City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401
Voice (802) 865-7000; Fax (802) 865-7014; Deaf/Hard of Hearing 711

Date: October 21 & 28, 2024

To: Board of Finance & City Council

From: Katherine Schad, Chief Administrative Officer

Cc: Ashley Parker, Capital Program Director
Brian Pine, CEDO Director
Joseph Turner, City Assessor
Ann Barton, Comptroller

Subject: Downtown Tax Increment Financing District Audit – Authorization for Final Transactions

Background:

The State of Vermont Auditors Office (SAO) conducted an audit of the Burlington Downtown (DWTN) Tax Increment Finance (TIF) District for the fiscal years 2012 to 2023, and the City participated in the audit process from June 2023 to January 2024. Audits of the TIF Districts are established by the State Legislature and this was the first audit of this District. The objectives of this audit were to determine: 1) whether, from FY2012-FY2023, the City obtained required authorizations to issue its TIF District debt and used those funds to finance eligible improvement projects and related costs; and 2) from FY2017-FY2023: a) whether the City retained the appropriate amount of education and municipal tax increment in its Downtown TIF Fund and remitted the balance to the State's Education Fund, and b) whether the City used tax increment for allowable purposes. City staff briefed the Council in advance of the final SAO publishing at an Executive Session of the Board of Finance on January 8, 2024.The SAO then published its final Audit Report on January 12, 2024. A summary of key findings includes:

- Of the $6M,76% of TIF-funded improvement costs tested, all were confirmed eligible TIF District infrastructure improvements.
- The City used tax increment for allowable purposes, specifically $2,767,823 for TIF debt payments and $714,262 for related costs.
- $249,021 of 2017D GO Bond Proceeds were erroneously deposited in the General Fund instead of the appropriate TIF project fund (711 – to support Browns Court Soil Remediation expenditures).
- Tax increment is to be used on District debt service first, and then VEPC and voter approved related costs (i.e. administrative soft costs). Per TIF rules, capital improvement expenditures are allowable if authorized by voters and VEPC, which is not the case for

the City's DWTN TIF District. The SAO found that tax increment was erroneously used to pay for capital improvements and needs to be returned ($106,388).

- The SAO also found that funds in the Traffic Fund erroneously repaid the 2016 interfund loan instead of tax increment. The DWTN TIF Fund should repay the Traffic fund ($134,653) to correct this as tax increment is an allowable funding source for debt service.
- Due to errors in calculating the municipal increment, the amount of incremental tax revenue kept in the DWTN TIF Fund to pay for debt was short $259,331, but the DWTN TIF Fund was overpaid $1,957.
- Due to the omission of parcels from the Original Taxable Value (OTV), the City underpaid the State Education Fund and owes $95,363.
- The City received $4,605,865 more in bond proceeds than was authorized by the Vermont Economic Progress Council (VEPC) in the City's November 2021 Substantial Change Request ($35,920,000).

<u>City Response</u>:

Since the conclusion of the audit, the City has been working to implement many of the recommendations noted above. The purpose of this memo is to document the status of the auditor's recommendations, as well as request authorization to complete the necessary accounting transactions.

- **The City will transfer $249,021 from its General Fund to the City's Fund 711 (for Great Streets project fund – Browns Court Soil Remediation expenditures) to properly record the 2017 GO Bond proceeds in the appropriate fund. The City will also transfer $257,374 from its General Fund to the DWTN TIF Fund, an amount that excludes the $1,957 the DWTN TIF Fund was overpaid.** The final transfer of $<u>506,395</u> will come from the remaining FY2024 Operating Budget portion of the Assigned Fund Balance. There is a surplus in that budgeted line-item that will be able to absorb the transfer to the DWTN TIF.
    - **<u>These adjustments will have no impact on the City's operations, nor will they trigger a need to increase tax rates, because we are recommending using the surplus to offset the impacts to the General Fund.</u>**

- **The City's Fund 711 will also pay $106,388 back to the DWTN TIF Fund.** Even with this payment to the TIF Fund, Fund 711 will still be net $142,633 because it is also receiving $249,021 from the General Fund to properly record 2017 GO Bond Proceeds.

- **The City's DWTN TIF Fund will then reimburse the City's Traffic Fund $134,653 to recoup funds spent on the 2016 interfund loan.** Even with this payment to the Traffic Fund, the TIF Fund will still be net $229,109 because it is also receiving $257,374 from the General Fund due to increment calculation errors and parcel omissions that resulted in the DWTN TIF Fund receiving less tax increment than it should have; and an additional $106,388 from Fund 711 to repay the DWTN TIF Fund for increment that was used to cover capital improvement costs.

- **The City disputes the State Auditor's finding that the City's DWTN TIF Fund owes the State Education Fund $95,363.** The City will continue its conversation with the State Tax Department related to the Auditors calculation of $95,363 due to the Education Fund, and will combine this issue with the same issue from the Waterfront TIF District audit where the auditor found the City owed the Education Fund $197,510. The City has not received a bill from the State Tax Department, and given the tax years in question have been closed out the City is wondering how the State Education Fund will utilize the $95,363 the SAO says it owes.

Additional City Progress Made To-Date:

In addition to completing these items, City staff have also completed the following recommendations:

- The City submitted a Substantial Change Request (SCR) to VEPC at the end of the DWTN TIF Audit, requesting a review and approval of the updated Financial Plan that included the use of the bond premiums. On March 28, 2024, VEPC approved the City's SCR as written as the City's documentation showed that the TIF District continues to be fiscally and financially viable. This documentation showed the following: 1) the change in education increment retainage start in FY24 (75% to 69%), 2) a shift in how bond premiums are displayed as a revenue source to fund improvement projects, 3) a final budget for the Great Streets Main Streets Project, and 4) an update to cash flow reflecting the actual FY23 year-end TIF fund balance as determined by the State Auditor's Office.
- The City is including the Downtown Improvement District (DID) tax as recommended by the SAO, and included it in the final FY23 DWTN TIF increment calculation. The City has noted to the SAO that it will no longer contest this issue for either TIF District, but it may continue to advance a legislative fix that would change the DID's status to a special assessment which would then not be included in the overall TIF District increment calculation.
- The City is not contesting the recommendation to adjust the education Original Taxable Value (OTV) by $7,399,556 that would correct the omission of parcels. City staff will work with VEPC and the State Tax Department to recertify the OTV to include this change.
- The City is not contesting the recommendation to increase the municipal OTV by $5,273,715 that would correct the omission of two parcels. City staff will work with VEPC and the State Tax Department to recertify the OTV to include this change.
- The City Assessor has completed the conversation with Champlain College regarding the commercial use of Eagles Landing. The commercial portions will be treated as taxable property beginning in FY25.
- City staff have shared a draft increment tracking tool to better monitor the use of Municipal and Education increment with the SAO.

Motions –

Board of Finance:

1. To approve and recommend that the City Council authorize the Chief Administrative Officer to take all necessary steps to ensure the reimbursement of both the City's 711 and Downtown TIF Funds in the total amount of $506,395 from remaining FY2024 Operating Budget portion of the City's Assigned Fund Balance.

2. To approve and recommend that the City Council authorize the Chief Administrative Officer to take all necessary steps to ensure the reimbursement of the City's Downtown TIF Fund in the total amount of $106,388 from the City's 711 Fund.

3. To approve and recommend that the City Council authorize the Chief Administrative Officer to take all necessary steps to ensure the reimbursement of the City's Traffic Fund in the total amount of $134,653 from the City's Downtown TIF Fund.

City Council:

1. To authorize the Chief Administrative Officer to take all necessary steps to ensure the reimbursement of both the City's 711 and Downtown TIF Funds in the total amount of $506,395 from remaining FY2024 Operating Budget portion of the City's Assigned Fund Balance.

2. To authorize the Chief Administrative Officer to take all necessary steps to ensure the reimbursement of the City's Downtown TIF Fund in the total amount of $106,388 from the City's 711 Fund.

3. To authorize the Chief Administrative Officer to take all necessary steps to ensure the reimbursement of the City's Traffic Fund in the total amount of $134,653 from the City's Downtown TIF Fund.

Board of Finance and City Council Submission Checklist

Department: CT Office Submitter: Ashley Parker

Title/Subject: Downtown Tax Increment Financing District State Audit – Authorization for Final Transactions

	Approval:	Meeting Date:
☒	Board of Finance	10/21/2024
☒	City Council	10/28/2024
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	10/15/2024	Katherine Schad
Mayor’s Office informed and approved memo	Yes	10/17/2024	Erin Jacobsen
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney’s Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney’s Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	10/15/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	10/15/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Proposed Contract Documentation
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

Resolution Relating to

Adoption of a Policy on Procurement, Property Disposition, and Approval Authority for Public Contracts and Related Financial Transactions

RESOLUTION________

Sponsor(s): [Board of Finance]
Introduced:
Referred to: ____________________
____
Action: ________________________
Date: __________________________
Signed by Mayor: ________________

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four……………………………………………………………………

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, for the reasons stated in the staff report attached hereto as **Attachment 1**;

NOW, THEREFORE, be it resolved by the City Council of the City of Burlington that the Policy on Procurement, Property Disposition, and Approval Authority for Public Contracts and Related Financial Transactions, attached hereto as **Attachment 2**, is hereby adopted and shall take effect on November 1, 2024.

ER/Purchasing Policy Adoption
Oct. 28, 2024

OFFICE OF THE CLERK TREASURER

City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401 **Voice (802) 865-7000**
Fax (802) 865-7014
TTY (802) 865-7142

MEMORANDUM

TO: Board of Finance, City Council

FROM: Katherine Schad, Chief Administrative Officer

DATE: October 21, 2024 (BOF), October 28, 2024 (CC)

RE: Policy on Procurement, Property Disposition, and Approval Authority for Public Contracts and Related Financial Transactions

CC: Erik Ramakrishnan, Esq., Assistant City Attorney

Context

The City's existing purchasing policy was adopted over a decade ago. Although it meets minimum requirements to accept and spend federal dollars, it was always intended to be a temporary policy. Additionally, the dollar thresholds for bringing contracts to Board of Finance and City Council for approval were low when adopted and have not kept pace with inflation.

As part of this Administration's commitment to greater efficiency, the Chief Administrative Officer was tasked with spearheading an effort to adopt a new purchasing policy. An informal working group of department heads was organized to advise on the policy. The working group realized a need to establish and clarify other financial policies in addition to procurement policies, and the resulting draft document has been entitled the "Policy on Procurement, Property Disposition, and Approval Authority for Public Contracts and Related Financial Transactions", or the "Purchasing Policy Plus (P3)" for short.

Executive Summary

The proposed P3 will improve efficiency of City operations by increasing the dollar thresholds for bringing contracts to the Board of Finance and City Council for approval. In return for this greater flexibility, the policy establishes clear guidance for staff to conduct procurements in a manner that improves both consistency and transparency. The P3 also establishes and clarifies City policies for real and personal property disposition, grant acceptance, budget amendments, and contract approval authority unrelated to procurement.

Overview of Proposed Policy

The P3 is divided into 19 articles, which can be summarized as follows:

Article 1 identifies purchases not subject to competitive bidding. Currently, sole sourcing requires approval from the Chief Administrative Officer, but the existing purchasing policy does not identify criteria that should be used by the Chief Administrative Officer. Article 1 identifies types of procurements generally not amenable to competitive procurement. The article also specifies standards by which the Chief Administrative Officer may approve sole sourcing in cases not specified and in emergencies, and it requires City Council approval for sole source contracts not meeting those criteria.

Article 2 sets forth contract approval thresholds. These thresholds would be subject to annual inflation. Different thresholds apply for contracts paid out of capital and enterprise funds than for contracts paid from other sources because the relative size of contracts paid out of capital and enterprise funds typically is greater than for other contracts. Two new layers of approval authority are added, including small contracts that can be signed by designees of department heads and contracts requiring Mayoral approval. The new thresholds for Board of Finance approval would start at $250,000 for capital and enterprise fund contracts and $150,000 for contracts paid from other sources.

Article 3 defines different categories of procurements, and Article 4 identifies the procurement method to be used for each category. Article 4 is summarized in a table attached as Appendix 1 to the P3. Smaller contracts can be procured through informal price comparison, but larger contracts require more formal procurement methods, with cooperative purchasing being the preferred form of purchasing for goods and equipment, requests for proposals or price quotations being used for most services, qualification-based selection as required by federal law being used for design professional services, and sealed bids used for larger capital projects.

Article 5 explains how procurements should be advertised. Currently, most procurements are posted on the City's website. Article 5 lists other options for advertising procurements that are designed to reach a larger audience. For smaller contracts, a department head should select at least one of these methods best suited for the particular procurement, with larger projects requiring the use of two methods. Because advertising sealed bids is a more complicated processing than advertising other types of procurements, Article 5A provides stand-alone guidance for conducting sealed bids.

One option for advertising procurements included in the P3 is the so-called "list-based" method, whereby the City creates robust lists of vendors in particular fields and, when the need arises, notifies everyone on a relevant list of a procurement to invite bids or proposals. Vendors would be added to lists both by request and based on staff's knowledge of the vendors in a particular field. Notice would be required to Disadvantaged Business Enterprises (DBEs) identified by the State of Vermont, inviting those businesses to request to be added to relevant lists. This is intended to increase recruitment of DBEs in City contracting. Also to foster equity, Article 6.e of the P3 states the City's policy not to place form over substance in evaluating bids and responses. In other words, emphasis should be placed on substance and value rather than the size of a vendor's advertising budget.

Articles 6 to 19 discuss the following topics, respectively:

- Article 6 describes the process of awarding contracts and includes a protest procedure that an aggrieved party would be required to exhaust to challenge an award.

- Article 7 describes the process for awarding on-call and price contracts (i.e., "umbrella" contracts). Current City policy provides limited flexibility in awarding a task order under an on-call contract, but Article 7 makes clear that once an on-call contract is awarded, a task order may be awarded without a further competitive process. Price contracts let out to the lowest responsive, responsible bidder for road salt and fleet fuel would not require City Council approval regardless of the contract amount because those commodities are both necessary and fungible.
- Article 8 clarifies the distinction between responsibility and responsiveness, two important procurement concepts, and describes a process for declaring a vendor "nonresponsible".
- Article 9 addresses risk management.
- Article 10 addresses personal property disposition. Personal property means City property other than land and structures. The City currently lacks policies for personal property disposition. Article 10 grants department heads substantial discretion to determine how to dispose personal property no longer needed by the City, while also describing best practices to maximize cost savings and recovery.
- Article 11 addresses real property acquisition and disposition, which is largely governed by the City Charter.
- Article 12 addresses grant acceptance. Currently, all grants must be accepted by the City Council. Article 12 provides limited authority for staff to accept grants with only minor matching funding requirements pegged to the contract approval thresholds in Article 2..
- Article 13 allows for staff level approval of minor budget-neutral amendments pegged to the contract approval thresholds in Article 2.
- Article 12 addresses claims settlement. Settlements of $100,000 or more not covered by insurance would still require Board of Finance and City Council approval, but smaller settlements could be approved by designated staff.
- Article 15 restates existing conflict of interest policies relevant to procurements and extends those policies to all relevant personnel.
- Article 16 restates the City's records retention policies relevant to contracts.
- Article 17 acknowledges that the Burlington Electric Department already has its own procurement policy relating to its unique needs as a utility.
- Article 18 incorporates existing federal law requiring the City to favor procurement of recovered materials (i.e., recycled products) in the use of federal funds.
- Article 19 incorporates and expands upon existing City policies regarding the purchase of fleet.

<u>Next Steps</u>

If the Board of Finance is prepared to approve the P3, as proposed or with requested changes, then the Chief Administrative Officer will take the policy to the City Council with the Board's sponsorship, to be adopted by resolution. Otherwise, staff welcomes any direction the Board's members may have for pursuing revisions. Once a final policy is adopted, the City Attorney's office will train City staff in the new P3. Staff's intent is for the P3 to take effect approximately one month after final adoption to allow for training.

<u>Proposed Motion</u>

Board of Finance: To approve and recommend that the City Council approve the resolution adopting the proposed Policy on Procurement, Property Disposition, and Approval Authority for

Public Contracts and Related Financial Transactions.

City Council: to approve the resolution adopting the proposed Policy on Procurement, Property Disposition, and Approval Authority for Public Contracts and Related Financial Transactions.

CITY OF BURLINGTON, VERMONT

POLICY ON PROCUREMENT, PROPERTY DISPOSITION, AND APPROVAL AUTHORITY FOR PUBLIC CONTRACTS AND RELATED FINANCIAL TRANSACTIONS

Table of Contents

<u>Article 1</u>: Purchases Not Subject to Competitive Procurement

The following types of purchases or agreements do not require a competitive procurement:

a. <u>Budget Authority</u>: When authorized by the annual budget resolution.

b. <u>Certain Routine Expenses</u>: Postage, filing, and licensing fees.

c. <u>Water Resources Division</u>: Treatment chemicals for water and wastewater operations. The City is required to maintain an adequate supply of treatment chemicals at all times to satisfy state and federal standards and in the interest of public health and safety. The Public Works Director or designee shall be responsible for procuring treatment chemicals based on best value and shall exercise discretion to select a procurement method best suited to that purpose. A written contract shall not be required for such purchases.

d. <u>Emergency</u>: If the Chief Administrative Officer or designee makes a finding at the request of a department head or designee that an emergency exists. An emergency is a set of circumstances reasonably likely to result in death, severe bodily injury, substantial damage to public or private property, or a substantial threat to the environment if not addressed promptly, such that taking the time to conduct a formal procurement would be imprudent. The Chief Administrative Officer or designee shall document their reasons for finding that an emergency exists in writing, and such a finding shall be valid if supported by any substantial evidence.[1] Whenever feasible, a contract approved as to form by the City Attorney or designee shall be entered in connection with an emergency procurement. It shall be the policy of the City to seek in good faith to avoid the need for emergency contracts by entering into an adequate number of on-call agreements. Emergency contracts may be executed by the relevant department head, notwithstanding the approval thresholds in Article 2, below, but the contract shall be reported on to the Board of Finance and the City Council as soon as reasonably practicable.

e. <u>Sole Source</u>: If the Chief Administrative Officer or designee makes a finding based on substantial evidence and at the request of a department head that a sole source procurement is appropriate. Sole source procurements shall be appropriate whenever: (i) there is only one reasonably available source of a particular product or service; (ii) a single vendor's prior work for the City in connection with a product or service makes the vendor uniquely qualified, and either a cost savings is reasonably anticipated due to the vendor's familiarity with the matter or a substantial savings of time is reasonably anticipated where time clearly is of the essence; or (iii) after researching the costs of a particular product through cooperative purchasing methods, a department head or designee is able to find the same product at a lower cost than available through cooperative purchasing from the same or another vendor. A contract within this category is subject to approval by the appropriate approval authority pursuant to Article 2, below, and shall require a written agreement approved as to form by the City Attorney or designee.

f. <u>Small Purchases</u>: Any purchase of goods and services in an amount less than $2,500 if staff determines, based upon research, that the proposed price is reasonable. This threshold may

[1] Substantial evidence means any evidence that a reasonable person would rely upon in the conduct of serious affairs, including facts, reasonable inferences drawn from facts, and expert opinions based on facts, but not speculation, unsubstantiated or lay opinions, or information that is clearly erroneous on its face.

be increased annually by the Chief Administrative Officer or designee using the process described in Article 2.f, below. If the vendor will be performing work on City property, an agreement approved as to form by the City Attorney or designee shall be required, which shall include reasonable provisions for insurance and indemnification.

g. Energy Efficiency Contracts: When authorized by the Chief Administrative Officer in consultation with the City Attorney, or their designees, if the product or service in question is intended to result in energy efficiencies and resulting savings are intended to cover contract costs. A contract within this category is subject to approval by the appropriate approval authority pursuant to Article 2, below, and shall require a written agreement approved as to form by the City Attorney or designee.

h. Utilities: Utility services, where there is a geographic territory for that utility, or where work involves an existing utility system and only that company can work on the system.

i. Equipment Maintenance by Original Vendor: Parts and/or equipment maintenance services provided by the equipment manufacturer or dealer/distributor for equipment purchased by the City. Services within this category shall require adequate insurance, as determined by the City Attorney or designee.

j. Certain Technology Services: Software upgrades and maintenance, software license renewals, and operating system maintenance services where the City has previously procured software and operating systems; contracts for access to public procurement advertising platforms; licenses for Microsoft Windows and Office products; and internet service provider contracts. A contract within this category is subject to approval by the appropriate approval authority pursuant to Article 2, below, and shall require a written agreement approved as to form by the City Attorney or designee.

k. Insurance & Bonds: Contracts for City insurance and bonds, which may be executed by the Chief Administrative Officer or designee in consultation with the City Attorney or designee.

l. Legal Services: Legal service contracts entered by the City Attorney or designee, including outside counsel, investigators, and experts.

m. Private-Party Agreements: Contracts wholly funded by private parties including, but not limited to, subdivision improvement agreements and contracts for private development-related studies and services. Such contracts shall be signed by the appropriate department head and approved as to form by the City Attorney or designee.

n. Contracts with Public Agencies: Contracts with other public agencies and memoranda of understanding between City departments. A contract within this category is subject to approval by the appropriate approval authority pursuant to Article 2, below, and shall require a written agreement approved as to form by the City Attorney or designee.

o. Certain Services Agreements: Contracts for services where selection is based on a unique personal accomplishment or characteristic such as guest speakers, performers, artists, recreation instructors, trainers, and facilitators. A contract within this category is subject to approval by the appropriate approval authority pursuant to Article 2, below, and shall require a written agreement approved as to form by the City Attorney or designee.

p. Tiered Agreements: A work assignment or purchase order tiered off an on-call or price contract described in Article 7.

q. Takeover Contracts: A takeover contract with the surety under a performance bond or similar security. Such a contract may be executed by the City Attorney or designee.

r. Affordable Housing: Agreements and other documents and instruments relating in any manner to the expenditure of public funds to support affordable housing. Such agreements, documents, or instruments may be executed, (i) pursuant to Charter Section 55, where applicable; (ii) as authorized by resolution of the City Council; or (iii) in the absence of a designation, by the Community & Economic Development Office Director or designee, provided that such agreements, documents, or instruments have been approved as to form by the City Attorney or designee and relate to housing developments for which the City's participation previously has been authorized by the City Council, including through its approval of a Consolidated Plan for Housing and Community Development or similar plan.

s. Miscellaneous: Any purchase for which the City Council has found, based upon substantial evidence, that dispensing with competitive procurement is in the public interest.

Article 2: Approval Thresholds

a. The following approval thresholds shall apply to contracts paid out of capital or enterprise funds:

\$50,000 or less:	Designee of department head
\$50,000.01 to \$150,000:	Department head
\$150,000.01 to \$250,000:	Mayor
\$250,000.01 to \$500,000:	Board of Finance
Above \$500,000.00:	Board of Finance & City Council

b. The following approval thresholds shall apply to contracts not paid out of capital or enterprise funds:

\$15,000 or less:	Designee of department head
\$15,000.01 to \$100,000:	Department head
\$100,000.01 to \$150,000:	Mayor
\$150,000.01 to \$300,000:	Board of Finance
Above \$300,000:	Board of Finance & City Council

c. The Mayor shall establish procedures for submitting contracts for the Mayor's approval for signature by the department head, which may be published as an appendix to this policy without further authorization. Those procedures may delegate approval authority to the Chief Administrative Officer or designee or the Mayor's Chief-of-Staff or designee. The approval process is intended to allow the Administration an opportunity to request more information about contracts that may appear cost-ineffective or controversial. It is not intended to duplicate the review of the City Attorney's office and is expected to be ministerial in nature for routine procurements certified to the Mayor as having been procured in accordance with this policy, not requiring a budget amendment, and approved as to form by the City Attorney or designee.

d. The thresholds in paragraphs (a) and (b) shall apply on a per fiscal year basis. Thus, where the contract sets a maximum limiting amount per fiscal year, then the dollar thresholds shall apply to the largest per-fiscal-year maximum limiting amount. If the contract is a multiyear contract with one maximum limiting amount for the full term, then the full contract amount shall be used to determine the applicable threshold. A multiyear contract must include a nonappropriation clause approved as to form by the City Attorney or designee.

e. The Chief Innovation Officer shall implement a system to log and provide the public information about contracts entered without approval by the Board of Finance or City Council.

f. Beginning on the second July 1 following adoption of this policy, the dollar thresholds set forth in this article shall be increased on an annual basis by the Chief Administrative Officer or designee by the percentage increase in the Consumer Price Index for all Urban Consumers, U.S. Cities Average (CPI-U). If the U.S. Department of Labor ceases to publish CPI-U, then another reasonable measure of inflation shall be used. When calculating CPI-U for purposes of this paragraph, CPI-U for the most recently published month shall be used and compared to CPI-U as of the month the thresholds were most recently established or altered. The Chief Administrative Officer or designee is hereby authorized to publish an annual appendix to this policy without further authorization, which shall identify the then-current fiscal years' thresholds as determined hereby.

g. A change order or other contract amendment approved as to form by the City Attorney or designee and not involving a change to the maximum limiting amount may be approved by the department head. Additionally, changes to the maximum limiting amount approved as to form by the City Attorney or designee may be approved by the department head as described below. Otherwise, changes involving contract price require approval according to thresholds set forth in this article based upon the total maximum limiting amount as amended (i.e., previously approved amount plus amendment).

(1) If a contingency has been appropriated for the contract by the City Council (whether in the project budget, in the approval for the individual contract, or both), then the department head may approve a change order or other amendment if cumulative changes in contract price do not exceed the contingency amount.

(2) If no contingency has been appropriated, then the department head may approve a change order or other amendment if cumulative changes in contract price do not exceed

ten percent (10%) of the originally approved maximum limiting amount per fiscal year and there are adequate funds in the department's budget for the amendment.

Note: Budgets for capital projects generally do not sit with departments. Thus, if a general fund capital project lacks a contingency, there likely are not funds in the department's budget for a contract amendment absent a budget amendment.

h. It is the policy of the City of Burlington to ensure a fair and competitive process and to avoid entry into unnecessary or duplicative contracts. Therefore, work may not be broken into smaller contracts, and an amendment may not be used in place of a new contract, if a primary motivating purpose for doing so is to take advantage of the procedures and thresholds in this article.

***Article 3*: Categories of Products and Services**

Products and services procured under this policy shall be categorized as follows:

a. Goods include equipment or other personal property.

b. Solely for purposes of this policy, the term "professional services" refers to the following services: construction management, environmental investigations, geotechnical services, engineering services, architectural or other design services, surveying, or mapping services. It is understood that the City may engage other types of professionals by contract, but this policy includes certain procedures that apply only to the foregoing categories of professionals, and their services are distinguished herein from other types of services for that reason.

c. Maintenance means routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes. Maintenance work is typically defined in terms of what distinguishes it from a capital project. Capital projects entail new construction or the expansion, rehabilitation, or repair of existing capital assets, which may be done to expand capacity, extend useful life, or fix something that has broken because of deferred maintenance. Maintenance, in contrast, is done during the useful life of a capital asset on a usual and anticipated schedule, and is assumed when estimating the useful life of the asset. As such, maintenance does not extend the useful life of the capital asset. Examples of maintenance include annual property inspections of any kind, routine cleaning of storm drainage catch basins, the replacement of roof covers at anticipated intervals, replacement of worn out parts with a shorter originally anticipated useful life than that of the capital asset taken as a whole, building cleaning services, landscape maintenance, minor or regularly occurring painting of any kind, key replacement and similar minor hardware work, snow removal, and street sweeping. In the case of streets and highways, slurry, chip, and cape seals, and resurfacing involving removal of asphalt up to one (1) inch, generally are assumed to constitute maintenance in that they do not expand roadway capacity and are of an expected, routine, and usual nature.

d. General services includes any type of service not involving public construction and not described in paragraphs (b) or (c).

e. Public construction means a capital project.

f. Sometimes a contract may be for both a product and a service. For purposes of this policy, it shall be treated based upon the primary purpose of the contract. For example, software is a good, but software contracts typically include installation and maintenance services. If the primary purpose of the contract is to obtain access to the software, then it shall be treated as a goods contract.

***Article 4*: Procurement Methods**

Notes: A summary of this article is included as a table in Appendix 1 to this policy. Different rules apply for procurement of fleet, as discussed in Article 19.

a. Informal Procurement: For any type of contract within the threshold of approval by a designee of a department head, staff should make every reasonable effort to identify, contact, and obtain by phone or electronic mail quotes from no fewer than three (3) vendors, which should be documented by staff in writing. The contract should be awarded to the vendor providing the lowest quotation absent compelling reasons documented in writing and approved by the department head for selecting another vendor.

b. Cooperative Purchasing: This is the preferred method for procuring goods and includes purchases placed through GSA Advantage, Sourcewell, NASPO Value Point, successors of the foregoing services, or a cooperative purchasing consortium operated by a State of Vermont public agency or otherwise approved by the Chief Administrative Officer or designee. Goods other than specially-built equipment that are not subject to Article 1 and not procured through Informal Procurement or Cooperative Purchasing shall be procured through Sealed Bid.

c. Request for Proposals (RFP): Specially-built equipment for which the City does not have a specification, and general services where the primary scope of work will derive from the contractor’s proposal (i.e. the RFP defines the problem or need but does not develop an exact scope of work, instead allowing the respondents to do so), shall be let out by RFP. Responsive proposals shall be ranked by a team of more than one (1) staff member, and ideally should be ranked by a team of at least three (3) members of staff, based on the following criteria: understanding of the nature of the problem; demonstrated knowledge, skills, and experience; adequacy of the proposed scope of work; and price. The final contract shall be negotiable, but the RFP should include a draft template, and objections to the template typically should be raised as part of a vendor’s proposal. The contract shall be awarded to the top-ranked vendor with whom the City is able to reach agreement as to price and terms. In addition to including a draft contract template, an RFP should include the following information:

(1) The deadline for submitting proposals, including the date, time, and address for submittal.

(2) A general description of the requirements of the project for which the City requests proposals.

(3) A description of the format requirements for the proposals.

(4) Evaluation factors and their relevant importance.

(5) Any requirement to provide proof of necessary licenses, registrations, or certifications.

(6) Information regarding how to obtain more detailed information about the project.

(7) A request for :

i. A description of contractor's relevant qualifications;

ii. Any proposed changes to the City's terms of agreement;

iii. Proposed pricing (billing rates and/or estimated budget);

iv. Evidence that the vendor can meet the City's insurance and/or bonding requirements and other contract requirements, including by providing Livable Wage, Outsourcing, and Union Deterrence Certifications when required;

v. A list of proposed subcontractors or subconsultants, if subcontractors or subconsultants will be used; and

vi. Where safety is relevant to the service, the vendor's experience modification rate or other relevant information.

d. Request for Price Quotations (RFPQ): RFPQs may be used to procure maintenance services, specially-built equipment based on a specification, and general services where the scope of work will derive primarily from the RFPQ itself and not from the vendor's proposal (i.e. the City will prepare a defined scope of work or specification(s) for which the respondent provides a price). Public construction contracts may also be let out by RFPQ if the contract amount is below the City Council approval threshold, and such contracts shall be based on plans and specifications to a level of detail reasonable in view of the nature and scope of the work. The process for awarding a contract let out by RFPQ is the same as the process for awarding a contract let out by RFP, except that generally a contract let out by RFPQ should be awarded primarily on the basis of price. Qualifications and other factors as set forth in the RFPQ may also be considered, including evidence of knowledge, skills, experience; past performance for the City; safety record; and ability to comply with bonding and insurance requirements and applicable city requirements and other laws. An RFPQ shall contain the same required elements as an RFP, but generally the scope of work and criteria for selection should be set forth in greater specificity.

e. Sealed Bid:

(1) A Sealed Bid shall be used to procure goods and public construction contracts, except as otherwise specified in this article. Article 5A describes the required contents of the Invitation to Bid that shall be used to advertise the Sealed Bid.

(2) Sealed Bids shall be opened publicly and read aloud at a designated time and place.

(3) Sealed Bid contracts may be awarded on a unit price, cost-plus, or lump-sum basis, or some combination of these, but generally unit price contracts are preferred. As used here:

i. Unit price refers to a cost per unit of material used, e.g., per item, linear foot, pound of material, etc. The bid form should identify an estimated number of units required, as described in paragraph (4) below, and the bidder shall provide a cost per unit and an extended price equal to the unit price multiplied by quantity. The amount due the contractor should be based on the unit price, but the extended price should be used for bid comparison purposes.

ii. Cost-plus is a model whereby the contractor will be paid its actual costs marked up for profit. Typically this method is best suited for Construction Management or Design-Build procurements, but for certain items of costs and other special circumstances it may be appropriate. It may also be well-suited for goods procurement.

iii. A lump-sum award is a model whereby the contractor will be paid a single lump sum for the entire scope of work. This is rarely the best approach, although it may be an appropriate approach to costing specific components of a larger work of improvement that cannot easily be broken down on a unit-cost basis.

(4) If there is a discrepancy between a unit and extended price quoted by a bidder, then the unit price shall control, and the extended price shall be recalculated for purposes of comparison. In case of public construction contracts, units specified in a bid form should be based on an engineer's estimate or, when appropriate, may include representative examples for purposes of comparison only.

(5) If a bid requests quotes for additive alternatives, then the Invitation to Bid shall specify whether the basis for the bid will include any such alternatives and whether the base bid will be adjusted accordingly for purposes of comparison to account for the inclusion of any alternative.

(6) The processes for advertising and awarding contracts based on Sealed Bids are further set forth in Articles 5, 5A, 6, and 8. Importantly, a Sealed Bid contract is awarded to the lowest responsive, responsible bidder. It should not be awarded to the lowest bidder if the bid is nonresponsive or if the bidder is nonresponsible.

(7) Normally, a Sealed Bid should be accompanied by bid security in the amount of either five percent (5%) or ten percent (10%) of the contract price, as set forth in the Invitation to Bids. Bid security may be waived for goods procurement, but a substantial justification is required to waive bid security for public construction.

(8) Modernly, sealed bids often are conducted via electronic platforms. The absence of the physical sealing and opening of bids does not violate this policy.

f. Qualifications-Based Selection (QBS) (Contracts with Federal Funding): This procurement method should be used for contracts for professional services paid for in whole or in part with federal funds. The process should proceed similarly to an RFP or RFPQ, except that responding vendors should be ranked entirely based upon vendor qualifications. The instrument used to solicit proposals may be known as a Request for Qualifications and should request information relevant to qualifications, including evidence of knowledge, skills, experience; past performance for the City; safety record; and ability to comply with bonding and insurance requirements and applicable city requirements and other laws. The City shall then proceed to negotiate a contract with the most qualified vendor. If agreement on price and terms cannot be reached, then the City should negotiate with the next most qualified vendor, and this process shall continue until a contract is negotiated successfully. It may be appropriate to use a Request for Qualifications to prequalify and rank potential vendors in relation to one or more future contracts to be negotiated on the basis of price and terms when the specific need arises.

g. QBS (No Federal Funding): QBS shall also be used for contracts for professional services not paid for in whole or in part with federal funds, except that in the initial ranking of vendors and in the discretion of the department head, price may be considered as a factor in additional to vendor qualifications.

h. Two-Round QBS for Design-Build Contracts: As an alternative to design-bid-build procurement for public construction contracts, whereby the project is designed under a professional services contract let out by QBS and built under a contract let out by Sealed Bid, the City may hire a single vendor to both design and build a public improvement. This procurement method will proceed in two phases. In the first phase, the City will use QBS to form an initial list of qualified vendors, and then in the second phase, the City will select a vendor from that list by Sealed Bid.

i. Construction Management: As an alternative means to procure public construction for large, complex projects, the City may employ a construction manager, who will be responsible for subcontracting out the design and construction of the project. In the discretion of the department head after consulting with the Chief Administrative Officer and City Attorney, a construction manager will be chosen by QBS or under the two-round approach described above for Design-Build contracts. If the construction manager will not be at-risk, then Construction Management shall not be used unless the City Council makes a finding prior to advertising the procurement that use of a construction manager is in the public interest.

j. For contracts paid in whole or in part with state or federal dollars, if the funding source requires or allows a procurement method not described in this policy, or requires a procurement policy described in this policy to be implemented in a different manner than described, this policy may be varied following consultation with the City Attorney or designee.

k. Sometimes a department may need more information about a potential product, service, or market before it will be prepared to issue a solicitation. In such cases, it may be appropriate to issue a Request for Information before issuing a solicitation. This is a general invitation, advertised in the same manner as a solicitation, asking potential market participants to respond with the information requested.

l. Ordinarily a contract should have a term of not more than five (5) fiscal years, after which the contract should be re-let out under a new solicitation. Exceptions shall be based upon unique facts and shall require approval of the Chief Administrative Officer or designee in consultation with the City Attorney or designee.

m. It is the policy of the City of Burlington to use value engineering to achieve cost reductions. Reference is hereby made to OMB Circular A-131, revised December 26, 2013, available here: https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/circulars/A131/a131-122013.pdf.

Article 5: Advertising

a. The following are methods that may be used to advertise a solicitation for a competitively bid procurement, unless a state or federal funding source requires or encourages a different means of advertising solicitations:

(1) Publication: Information about the procurement, and the identification of an online or physical location where the solicitation and other relevant documentation can be reviewed, are published in a newspaper of general circulation within the City or in a relevant trade journal.

(2) Posting at City's Website: A copy of the solicitation is posted on a page dedicated for this purpose at the City's website.

(3) Posting on a Public Contracting Platform: The solicitation is posted at the website of a platform that specializes in advertising public contracts.

(4) List-Based Method:

I. With the assistance of department heads, the Clerk-Treasurer's Office shall maintain lists of vendors for each of several categories of vendors as determined in the Chief Administrative Officer's discretion. Each list should have a sufficient number of qualified vendors on it to facilitate open and competitive recruitments.

II. A department head may add to any list any vendor within a particular category the department head knows to have a good reputation. Vendors shall also be added to lists upon request, subject to proof of any relevant licensing, certification, or registration requirements. If a department head or designee determines in their reasonable discretion that a vendor has completed a project for the City successfully, that vendor shall also be added to the appropriate list.

III. Within one (1) year of the adoption of this policy and biennially thereafter, the Community & Economic Development Office shall contact any Disadvantaged Business Enterprises listed in the VTrans DBE Directory and located in Chittenden County or adjacent Vermont counties to notify those businesses of the opportunity to request to be added to the City's vendor lists.

IV. Any application for prequalification by a vendor shall be deemed to constitute a request to be added to an applicable list.

V. When procuring a product or service for which a vendor list exists, staff may advertise the procurement by sending the solicitation to all the vendors on the list via electronic and/or U.S. mail.

VI. Nothing herein is intended to limit the ability of staff to add vendors to a list or to send a solicitation to a vendor not named on the list. The goal of these advertising methods is to maximize public notice and not to limit it.

b. Absent exceptional circumstances, a competitive procurement shall be advertised for at least ten (10) days, but generally advertising for a minimum of thirty (30) days is preferred.

c. At least two (2) methods of advertising shall be used for every formal, competitive procurement process, except in the case of contracts let out below the Board of Finance approval threshold, which may be advertised using only one (1) method.

<u>Article 5A</u>: Advertising Sealed Bids for Public Construction Projects

a. This article describes how Sealed Bids for public construction contracts shall be advertised. These procedures should be adapted to the extent practicable for goods contracts, except that the specification for a particular good may be as simple as identifying a product by name and model number and including the words, "or equivalent".[2] For clarity, the foregoing is meant to apply only to goods contracts. If a good is incorporated in the specifications for a public construction contract, the determination whether an equivalent will acceptable should be made by the engineer or other professional who prepared the specification.

b. The solicitation for a Sealed Bid shall include both a Notice Inviting Bids and an Invitation to Bid, both of which shall become incorporated as part of the contract resulting from the bid. By submitting a bid, a bidder agrees to enter a contract at the bid price and in the form advertised as part of the Invitation to Bids, without negotiation. Failure to enter the contract if awarded will result in forfeiture of bid security. A bid may not be altered once submitted, and it may be withdrawn without forfeiture of bid security only as follows:

(1) If a written request to withdraw a bid is received by the City employee responsible for opening bids no later than the time the employee begins to open the first bid, it being at the bidder's risk to ensure that the communication withdrawing the bid arrives on time; or

(2) After the opening of bids if within forty-eight (48) hours thereafter the bidder submits an affidavit supported by substantial evidence establishing to the City's reasonable satisfaction that the bid included one or more clerical errors resulting in a total bid amount less than the amount for which the work feasibly can be performed.

c. The Notice Inviting Bids shall contain at minimum the following information:

(1) The bid deadline, including the date, time, and place of the bid submittal and bid opening;

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[2] If an alternative will not be acceptable, staff should consider whether another procurement process or a sole source would be appropriate.

(2) A general description of the requirements of the project for which the City is inviting bids; and

(3) An identification of how to obtain a copy of the invitation for bids and more detailed information about the project.

d. The Invitation to Bid shall contain at minimum the following information:

(1) A complete description of the project requirements identifying, at a minimum, deliverables, quantities, and schedule. This should include all plans, specifications, general conditions, and special conditions applicable to the contract, which may be incorporated solely by reference if a means to access complete documentation is provided. General or special conditions shall at a minimum include provisions approved as to form by the City Attorney or designee for warranties, retainage, lien waivers, final payment, insurance, indemnification, liquidated damages, claims and dispute resolution procedures, and change order procedures. VTrans general and special conditions and standard specifications may be adopted by reference where appropriate, subject to any City amendments.

(2) An identification of the procedures required for submittal of bids to the City, including the bid deadline, the acceptable form of the bid documents, and ensuring the security of the bid.

(3) A complete list of documents to be submitted with the bid, including bid form; subcontractor's list; bid security; evidence of applicable licensure, registration, or certification; documentation of the vendor's experience modification rate or other information requested relevant to safety; prequalification form if the vendor is not already prequalified with the City pursuant to Chapter 21, Article V of the City's Code of Ordinances; and any other requested documentation.

(4) Copies of bid, payment, performance, and warranty bonds (if warranty bonds are to be used) required for the contract, which may be incorporated solely by reference if a means to access complete documentation is provided. The City requires one hundred percent (100%) payment and performance bonds for all public construction contracts in excess of $100,000 unless the City Attorney or designee approves an exception. Performance bonds shall not be released until the conclusion of the warranty period for the work unless a ten percent (10%) warranty bond is accepted by the City at the time of final acceptance of the work.

(5) Copies of all City ordinance certifications required for the contract, which may be incorporated solely by reference if a means to access complete documentation is provided.

(6) Any relevant information required under Article 4.e, above, and any other information determined by the department conducting the bid to be relevant.

(7) Information about any required or optional pre-bid meeting.

(8) Procedures relating to addenda.

(9) Reference to this policy, the provisions of which shall be deemed incorporated by reference as though fully set forth unless expressly in conflict with another provision of the contract documents for the work.

e. Subcontractors listed in a bidder's subcontractor list reasonably determined by the City not to be responsible shall be replaced within a reasonable time period. Otherwise, substitution of subcontractors shall require City approval and shall be only for good cause shown. The bid form shall identify the percentage of the work to be performed by each subcontractor based on total contract price. If a subcontractor is not listed for any part of the work, then the contractor shall be responsible for that part of the work.

***Article 6*: Selection, Award, Protest, and Rejection of all Bids/Proposals**

a. Selection & Award: The process for selection of a vendor shall be set forth in the relevant solicitation. In the case of a Sealed Bid, the award shall be to the lowest responsive, responsible bidder. Information about responsiveness and responsibility is provided in Article 8, below. Award shall be made by the relevant approval authority for the contract, as set forth in Article 2, above.

b. Notice of Intent to Award: Unless a different process is required by a funding source, and except in the case of contracts awarded at a staff level, a minimum of six (6) business days prior to award, staff shall provide all those who responded to a solicitation with a Notice of Intent to Award. This notice shall identify the name of the responding vendor for which staff is recommending award to the approval authority. It shall clarify the process by which final award will be made, including the date of any Board of Finance or City Council meeting to consider the award. Lastly, it shall provide reference to the protest procedures in paragraph (c), below.

c. Protest: Where Notice of Intent to Award is required, any interested party may protest the award of a contract to the vendor identified in the Notice of Intent to Award. A protest must be received in writing within five (5) business days of the Notice of Intent to Award. The protest shall clearly articulate the bases for the protest and shall be based upon a violation of this policy, a failure to comply with procedures set forth in the solicitation for the contract, or a violation of state or federal law. Any factual bases in support of the protest not already appearing in the record shall be established by affidavits and copies of relevant documentary evidence. A timely protest shall be presented by staff to the approval authority when the contract is awarded. The decision to award a contract notwithstanding a protest shall be deemed a final determination on the merits of the protest, even if the approval authority makes no specific findings regarding the protest or fails to discuss it in deliberations. Any judicial review of the protest shall proceed expeditiously and on the record pursuant to Rule 74 of the Vermont Rules of Civil Procedure, and the record shall consist of the written protest, the solicitation documents and responses, the Notice of Intent to Award, any relevant information presented to the legislative body at or prior to the meeting (including the agenda, correspondence, and relevant portions of the agenda packet), and a transcription of relevant portions of any sound recording of the meeting.

d. Rejection of all Bids/Proposals: If no responses are received to a solicitation, or if the approval authority finds that prices proposed are unreasonable, then the approval authority shall either: (i) abandon the work; (ii) call for a further solicitation to be advertised more widely than the prior solicitation; or (iii) order the work to be procured by any reasonable method, including one or more methods not described in this policy, that the approval authority reasonably determines will result in cost savings to the City relative to the bids or other proposals received.

e. General Policy: It is the policy of the City of Burlington not to elevate form over substance in the evaluation of responses to solicitations. Thus, for example, if the City is procuring work that does not require written communication or graphic design skills, no consideration should be given to the presentation of a response if it is generally comprehensible and contains all the information required in the solicitation.

Article 7: On-call and Price Contracts

a. An on-call contract is an umbrella agreement with a vendor for a specific type of service, including public construction services, with a maximum limiting amount per fiscal year per vendor set forth in the contract. The scope of work in an on-call contract should be general, with specific scopes of work issued by work assignments drafted by staff when the need arises and consented to by the vendor in writing. When an on-call contract is used to perform emergency work, the work assignment may be issued orally or based on a general emergency work assignment and confirmed in writing prior to final payment. The on-call agreement should include an objective method for determining price, and the work shall be let out at that price under the work assignment.

b. A price contract is an agreement by a vendor to sell as much of a good as the City may require at a set price during the term of the agreement. A price contract need not include a maximum limiting amount if the contract is approved by the City Council. Individual orders shall be placed off of a price contract by purchase order, but a purchase order may not vary the terms of the price contract.

c. On-call and price contracts may be procured using the same methods as other contracts. The City may enter more than one on-call or price contract for the same service or product. The City may also choose to enter only one (1) such contract for a particular product or service, but it shall not agree by contract to limit itself to working with a single vendor without City Council approval.

d. If the City awards multiple on-call or price contracts for a particular service or product, it need not engage in any type of competitive bidding based on those contracts to issue a work assignment or purchase order. Instead, the responsible department head or designee shall consider the existing contracts and award based upon their determination of best value.

e. No vendor shall be entitled to a specific amount of work under an on-call or price contract or to any work at all, but any maximum limiting amount under the contract shall not be exceeded.

f. Notwithstanding Article 2: (i) only the approval authority for the original contract may approve any increase to the maximum limiting amount; and (ii) a price contract for road salt and fleet fuel may be approved by the Public Works Director or designee if the Chief Administrative

Office and City Attorney, or their designees, determine that the contract was competitively bid as required by this policy.

<u>Article 8</u>: Responsiveness & Responsibility

a. <u>Responsiveness</u>: Responsiveness refers to whether a bid or other proposal is responsive to the solicitation for the contract. A bid or other proposal is unresponsive if it contains any irregularities that are not waived. The City is never required to waive irregularities, and it shall not waive irregularities that prejudice the substantial rights of other proposers. Other irregularities may be waived in the City's sole and exclusive discretion. The decision to award a contract notwithstanding irregularities shall be deemed a waiver of those irregularities even in the absence of explicit findings.

b. <u>Responsibility</u>: Responsibility refers to a vendor's ability to perform a proposed scope of work. No contract shall be awarded to a non-responsible vendor. A decision to award a contract to a vendor shall be deemed a determination that the vendor is responsible, notwithstanding any absence of explicit findings. The following is an exhaustive list of grounds for a finding of non-responsibility for a vendor, subcontractor, or subconsultant:

(1) The vendor lacks required licenses, certifications, registrations, or other pertinent qualifications;

(2) The vendor is not registered to do business in the State of Vermont;

(3) The vendor fails to demonstrate an adequate record of safety based on criteria set forth in the solicitation;

(4) The vendor fails to meet the City's prequalification requirements, where applicable;

(5) A subcontractor or subconsultant proposing to do a substantial part of the work under the contract is deemed nonresponsible under the previous criteria; or

(6) The Chief Administrative Officer determines, following a noticed public hearing, that based on prior work done for the City, the vendor lacks the knowledge, skills, experience, ability, capacity, or responsibility to complete the proposed scope of work in a cost-effective and efficient manner. This determination may be made on a case-by-case basis at the recommendation of a department head before staff issues the Notice of Intent to Award, or it may have been made at or near the time of the vendor's prior work with the intent that the vendor be debarred for a specified number of years as determined by the Chief Administrative Officer at the time. Determinations of the Chief Administrative Officer under this clause shall be deemed final determinations of the City, and any judicial review shall proceed expeditiously and on the record pursuant to Vermont Rules of Civil Procedure Rule 74. The record in such instances shall include a transcript of the hearing, the hearing notices, and any written evidence presented to the Chief Administrative Officer.

c. For procurements other than Sealed Bids, notwithstanding the failure to find a vendor nonresponsible, one criterion among others for evaluating vendor responses to solicitations may include past performance for the City. A department may rely upon its internal notes and records in evaluating vendors on this basis, and department heads may devise a method for sharing information amongst themselves. Staff are reminded that unless privileged or otherwise exempt from disclosure, such records are subject to public inspection.

***Article 9*: Risk Management**

a. Every vendor agreement shall contain insurance provisions recommended by the City Attorney or designee and reviewed annually by the City's insurance broker or other risk management experts. Such agreements shall also extend those provisions to any sub-contractor or consultant used by vendor in the course of carrying out the agreement. Exceptions to the City's standard insurance provisions require the approval either of the City Attorney or designee or of the approval authority.

b. All permitted events or uses of City spaces shall likewise contain insurance provisions as contemplated in paragraph (a) or as designated by the appropriate Burlington City Ordinance governing use of the space. Permit conditions shall require that all vendors participating in a permitted event obtain insurance coverage meeting the recommended provisions or alternatively, that the permittee verify that vendors are covered under permittee's own policy. Permittees shall be responsible for collecting proof of insurance and endorsements as required herein and providing the same to the City upon request.

c. Every vendor agreement shall require the vendor to hold harmless, indemnify, and defend the City and its officers, employees, and agents from and against claims arising from the vendor's operations under the agreement, excepting claims arising from the gross negligence or willful misconduct of the City. Exceptions to this requirement shall be approved either by the City Attorney or designee or by the approval authority for the contract.

d. Notwithstanding paragraph (c), the City Attorney or designee shall draft appropriate alternative indemnification and defense provisions for professional liability in the performance of professional services for the City. Such language may, in the professional judgment of the City Attorney or designee, limit indemnification and defense obligations to liability arising from the vendor's own negligent acts or omissions or willful misconduct, and may eliminate defense obligations for professional liability if indemnification of attorneys' fees and costs is provided.

e. Public construction contracts shall include provisions approved as to form by the City Attorney or designee regarding warranties, retainage, lien waivers, final payment, liquidated damages, and bonding, including as set forth in this policy, other City policies, standard City contract templates, and/or state and federal law.

***Article 10*: Personal Property Disposition**

Each department head shall be responsible for implementing this article for their department and for determining, in their own reasonable judgment, the best manner for compliance. As used in this article, "personal property" means tangible property other than land, buildings/structures, or real property fixtures. The City shall not dispose of any personal property without first attempting to:

a. If recommended by the Chief Technology Officer for reasons of cybersecurity, destroy the property in any manner recommended by the Chief Technology Officer;

b. Reuse the property for another purpose if it is reasonably capable of reuse;

c. Auction the property off through an online platform designed to auction surplus government property, unless the burden and expense of doing so would exceed the reasonably anticipated revenue from sale of the property; or

d. Sell the property for its scrap value unless the burden and expense of doing so outweighs the anticipated revenue from sale of the property.

Note: For personal property or fixtures that are also capital assets, including furniture and computers, departments must consult the City's capital assets policy, which includes reporting requirements and other obligations relating to the disposition of capital assets.

***Article 11**: Real Property Acquisition & Disposition*

Section 55 of the City's Charter states that: "The City Council shall have the exclusive power to authorize sale or lease of any real or personal estate belonging to said City, and all conveyances, grants, or leases of any such real estate shall be signed by the Mayor and sealed with the City seal." Thus, real property disposition shall be the sole purview of the City Council.

Subject to applicable laws, approval authority for acquisition of real property, whether in lease, easement, or fee, shall be consistent with thresholds set forth in Article 2, above. Acquisition of a utility easement shall be deemed without compensation for the foregoing purpose if the consideration provided for the easement is nonmonetary.

Competitive procurement shall not be required for acquisition or disposition of real property, but the City should consider conducting a public auction when disposing of real property, and it should consider engaging a real estate broker when either acquiring or disposing of real property.

***Article 12**: Grant Acceptance, Awards, and Gifts*

a. Authority to accept grants shall be consistent with thresholds set forth in Article 2, above, as determined by reference to the amount of any required grant match or other financial obligation imposed on the City by the grant; provided, however, that the City Council shall have sole authority to accept grants that: (i) require the City to indemnify and defend the grantor or any other party other than to the extent of the City's own negligent acts or omissions or willful misconduct; (ii) obligate the City to conditions determined by the City Attorney or designee to be unusual, exceptional, or controversial; or (iii) obligate City funds for more than one fiscal year without a nonappropriation clause approved as to form by the City Attorney or designee. Standard federal contract conditions shall not be deemed unusual or exceptional when required by a federal grantee or a grantor acting as a pass-through entity under a federal award.

b. All grants made by the City shall require City Council approval unless the City is acting solely as a pass-through entity under a grant received by it from a federal, state, or private source, in which case the approval authority shall be the same as the approval authority for the acceptance of the grant funds. Staff should confirm whether the federal, state, or private grantor will rely upon this grant of authority or will require City Council approval.

c. For greater clarity, a scholarship or the like shall be deemed a type of grant, but a gift shall not be deemed a grant. When the City is the recipient, "gift" means the donation of property other than money (it being understood that a donation of money is a "grant"). When the City is the donor, "gift" means the giving of any money or property without substantial public benefit or other reasonable consideration. Gifts of public funds or other property are strictly prohibited, and the City shall not accept any gift with a value over $50.00 without City Council approval.

d. Nothing in this article is intended to rescind existing grant acceptance authority previously conferred by the City Council prior to the effective date of this policy, and nothing is intended to prevent the City Council from conferring additional grant acceptance authority in specified circumstances.

***Article 13*: Budget Amendments**

Authority to approve budget-neutral amendments to the City's annual budget resolution shall be consistent with the thresholds set forth in Article 2, above. Non-budget-neutral amendments shall always require approval of the Board of Finance and City Council. The Chief Administrative Officer shall have authority to establish administrative policies and procedures for implementing this article, which may be published as an appendix to this policy without further approval.

***Article 14*: Settlement of Claims**

a. An agreement settling litigation or other claims against the City in an amount less than $50,000.00 may be executed by the City Attorney without approval by the Board of Finance or City Council. Otherwise, such an agreement in an amount less than $100,000.00 shall also be executed by the Mayor and Chief Administrative Officer but shall not require approval by the Board of Finance or City Council. If the settlement will be paid from funds budgeted to a specific department, the department head shall be consulted prior to entry into the settlement. In case of a settlement within the City Attorney's approval authority, if the department head does not consent to the settlement, the settlement shall require the approval of the Mayor and Chief Administrative Officer, who shall have discretion to refer the matter to the Board of Finance.

b. Any settlement agreement in the amount of $100,000.00 or more shall require the approval of both the Board of Finance and City Council.

c. These amounts shall be increased from time to time as described in paragraph (f) of Article 2 of this policy. Where applicable, the threshold amounts listed in paragraphs (a) and (b) refer to the City's out-of-pocket contributions and not to amounts covered by insurance, it being understood that settlement authority for claims covered by insurance is addressed by insurance contract.

d. For enforcement matters initiated by the City or for which the City is a party, the relevant department head or designee, in consultation with the City Attorney or designee, is authorized to determine the appropriate fine or remedy and to approve settlements accordingly.

Article 15: Conflicts of Interest

No City employee or officer shall be involved in any manner in any stage of the making of a contract, including the procurement, negotiation, or approval thereof, in which the employee or officer has a conflict of interest. For purposes of this article, "conflict of interest" means the same as a "direct" or "indirect conflict of interest" as defined in Section 133 of the City's Charter. Additionally, a conflict of interest shall be deemed to exist anytime a reasonably informed observer would conclude that the employee or officer's involvement in the making of the contract is in the employee or officer's own best interest but not that of the public and of the City. Employees and officers are hereby advised that Section 133 of the Charter, the City's Personnel Policy, and the Municipal Code of Ethics, 24 V.S.A. Ch. 60, may impose additional requirements. Violations of this article may result in discipline, up to and including dismissal in appropriate circumstances.

Article 16: Records Retention

Final, executed copies of contracts shall be saved by staff in a document management system designated by the Chief Administrative Officer. Per the City's Records Retention Policy,[3] official record copies of contracts and all documents relating to a procurement, including solicitation documents, responses, and correspondence relating to negotiations, but not including drafts, shall be retained for six years following the term of the agreement. Disposition of such documents shall require confirmation from the Chief Administrative Officer and City Attorney or their designees. In case any litigation or audit to which such records pertain is pending at six (6) years, the records shall be retained until the litigation or audit is complete. Generally, paper copies of records may be disposed provided electronic copies are kept.

Article 17: Burlington Electric Department

The Burlington Electric Department shall continue to follow its own purchasing and procurement policies but should endeavor to align the same to this policy insofar as is practical and convenient to the department's operations. To the extent the department's internal policies fail to address a matter controlled by this policy, this policy shall control.

Article 18: Procurement of Recovered Materials

In connection with contracts paid in whole or in part from federal funds, 2 C.F.R. § 200.323 is hereby incorporated by this reference.

Article 19: Fleet Purchases

Nothing in this policy is intended to supersede the City's existing policy entitled "Procuring Annual Need For and Procuring General Fund Vehicles", dated October 23, 2019 (the "Fleet Policy"), provided that:

[3] The City follows the policy recommended by the Vermont State Archives & Records Administration, available here: https://www.burlingtonvt.gov/sites/default/files/Records%20Retention%20Schedule-%20City%20of%20Burlington_Appendix%20B.pdf.

(1) The Fleet Policy may be amended from time to time upon agreement of the Chief Administrative Officer or designee, Public Works Director or designee, and City Attorney or designee, without formal City Council action, except that such amendments may not include methods of procurement not otherwise authorized by the existing Fleet Policy or this policy;

(2) Provisions of the Fleet Policy relating to financing shall be read in light of Charter and other legal limitations on the City's borrowing authority;

(3) Nothing in the Fleet Policy shall be read to exclude methods of procurement that would otherwise be authorized herein; and

(4) Informal Procurement shall be an acceptable method to purchase vehicles up to $150,000 in cost, subject to the inflation factor in Article 2.f, above; provided that where reasonably possible not less than five (5) informal quotes shall be obtained, and any inability to obtain five (5) quotes shall be documented in writing.

Appendix 1
Table Summarizing Article 4

Contract Type	Procurement Method	Additional Information
Any	Informal Procurement	This method may be used for any agreement below the dollar thresholds for department head designee approval.
Goods	Cooperative Purchasing	This is the preferred method to procure goods except for specially-built equipment.
	RFP/RFPQ	For specially-built equipment, an RFPQ should be used if the procurement includes detailed specifications for the equipment, and an RFP should be used if a specification is not available.
	Sealed Bid	Other than for specially-built equipment, any goods not procured through Informal Procurement or Cooperative Purchasing and not subject to an exemption to competitive procurement listed in Article 1 shall be procured through Sealed Bid.
General Services	RFP	Use this procurement method if the scope of work will derive primarily from the vendor's proposal.
	RFPQ	Use this procurement method if the scope of work will derive primarily from the procurement.
Maintenance	RFPQ	--

Professional Services	QBS	If the contract is paid for in whole or in part from federal dollars, price may not be considered in the initial ranking of vendors. However, price and terms are subject to negotiation, and if the top ranked vendor does not come to agreement on price and terms, the contract should be awarded to the highest ranking vendor with whom agreement may be reached.
Public Construction	RFPQ	Normally public construction contracts above the threshold for informal procurement should be let out to the lowest responsive, responsible bidder via Sealed Bid. However, for smaller contracts below the Council-approval threshold, an RFPQ an option.
	Sealed Bid	A Sealed Bid is the default method to procure public construction contracts.
	Design-Build, Construction Management	Design-build or construction management are alternative means to procure public construction contracts.

Appendix 2
Mayor's Approval Authority Guidelines

[To be inserted by the Mayor when issued]

Appendix 3
Updated Thresholds for FY__

[To be inserted by the CAO annually beginning FY27]

Appendix 4
CAO Budget-Neutral Amendment Procedures

[To be inserted by the CAO if adopted]