



## Board of Finance

**Monday, October 6, 2025, 5:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor**

Join from PC, Mac, iPad, or Android:

<https://zoom.us/j/92389122534>

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### 1. Agenda

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<b>Subject</b>	<b>1.1. Motion to adopt agenda</b>
Meeting	October 6, 2025 - Board of Finance Meeting - Monday, October 6, 2025, 5:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

### 2. Public Forum

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<b>Subject</b>	<b>2.1. Verbal Comments</b>
Meeting	October 6, 2025 - Board of Finance Meeting - Monday, October 6, 2025, 5:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. Public Forum
Department	Council and Board

Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

### 3. Consent Agenda

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<b>Subject</b>	<b>3.1. Motion to adopt the consent agenda and take the actions indicated</b>
Meeting	October 6, 2025 - Board of Finance Meeting - Monday, October 6, 2025, 5:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
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
<b>Subject</b>	<b>3.2. September 29, 2025 Board of Finance Meeting Minutes - CT</b>
Meeting	October 6, 2025 - Board of Finance Meeting - Monday, October 6, 2025, 5:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	approve the minutes
<b>Subject</b>	<b>3.3. The Black Experience 2026 and Annual Jeb Kulu West African Dance and Drum Festival Sponsorships - REIB</b>
Meeting	October 6, 2025 - Board of Finance Meeting - Monday, October 6, 2025, 5:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Racial Equity, Inclusion, & Belonging (REIB)
Type	Action (Consent)
Recommended Action	The Office of Racial Equity, Inclusion, and Belonging requests the Board of Finance approve the following motions: 1. To approve and authorize the Interim Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of \$20,000 to nuwave to support The Black Experience 2026 programming from the Community Celebrations GL subject to the review and approval of the City Attorney's Office. 2. To approve and authorize the Interim Director of the Racial Equity Inclusion and

Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of \$1,810 to Jeh Kulu Dance and Drum Theater from the Community Celebrations GL subject to the review and approval of the City Attorney's Office

<b>Subject</b>	<b>3.4. VT Center for Crime Victim Services "Victims of Crime Act" (VOCA) grant (Grant # 02160-VOCA23-4009608-2026 - CEDO/CJC)</b>
Meeting	October 6, 2025 - Board of Finance Meeting - Monday, October 6, 2025, 5:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve the acceptance of Grant # : 02160-VOCA23-4009608-2026 in the amount of \$140,164 for FY26 and to authorize CEDO Director Alnasrawi or her 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

#### 4. Deliberative Agenda

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<b>Subject</b>	<b>4.1. CEDO, Community Justice Center - Reclassification of one position from Limited Service to Regular - CEDO/CJC</b>
Meeting	October 6, 2025 - Board of Finance Meeting - Monday, October 6, 2025, 5:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action
Recommended Action	move to approve and recommend that the City Council approve the reclassification of the following position retroactive for July 1, 2025: <ul style="list-style-type: none"><li>• A BARJ Coordinator, from a Limited Service, Full-Time, Non-Exempt, AFSCME, Grade 16 position to a Regular Service, Full-Time, Non-Exempt, AFSCME, Grade 16 position</li></ul>
<b>Subject</b>	<b>4.2. Creation of one position at CJC - CEDO/CJC</b>
Meeting	October 6, 2025 - Board of Finance Meeting - Monday, October 6, 2025, 5:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action
Recommended Action	to approve and recommend that City Council approve the creation of the Adult Restorative Services Coordinator position within CEDO, a Regular Service, Full-time, Union, Grade 16, position

<b>Subject</b>	<b>4.3. Creation of a Limited Service Position: Nature-Based Climate Solutions Field Coordinator - BPRW</b>
Meeting	October 6, 2025 - Board of Finance Meeting - Monday, October 6, 2025, 5:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Parks, Recreation, & Waterfront
Type	Action
Recommended Action	to approve and recommend that City Council approve and authorize the creation of the Nature-Based Climate Solutions Field Coordinator position within BPRW, a Limited Service, Full-time, AFSCME Grade 15 position

## 5. Adjournment

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<b>Subject</b>	<b>5.1. Motion to adjourn</b>
Meeting	October 6, 2025 - Board of Finance Meeting - Monday, October 6, 2025, 5:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn



**BURLINGTON BOARD OF FINANCE  
BUSHOR CONFERENCE ROOM, 149 CHURCH STREET, 1ST FLOOR  
MINUTES OF MEETING  
September 29, 2025**

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## **1. Agenda**

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### **1. Agenda**

CAO Schad convened the meeting at 5:02 pm.

Members present: CAO Schad, Councilors Barlow, Carpenter and City Council President Traverse (all in person); Councilor Neubieser (online)

Member absent: Mayor Mulvaney-Stanak

Others present: City Attorney Brown, DOF Kukenberger, Laura Wheelock, Ashley Parker, Chapin Spencer, Joe Turner, Megan Moir, Kara Alnasrawi, David White (White & Burke) and Kerin Stackpole (PFC)

#### **Subject**

#### **1.1. Motion to amend/adopt agenda**

Meeting

September 29, 2025 - Board of Finance Meeting - Monday, September 29, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category

1. Agenda

Department

Council and Board

Type

Action  
Procedural

Recommended Action

Motion to amend/adopt agenda as follows: remove from the Deliberative Agenda item 4.1. CEDO, Community Justice Center - Reclassification of one position from Limited Service to Regular - CEDO/CJC (per Mayor Mulvaney-Stanak); remove from the Deliberative Agenda item 4.2. Creation of one position at CJC - CEDO/CJC (per Mayor Mulvaney-Stanak); add to the Deliberative agenda item 4.8. Ratification Of Tentative Agreement And Authorization To Execute Collective Bargaining Agreement Between The City of Burlington And The Burlington Firefighters' Association (July 1, 2025 - June 30, 2028) - Fire (per COS Jacobsen)

1.1. Motion to amend/adopt agenda

Motion made by Councilor Barlow, seconded by Councilor Carpenter, to adopt the agenda as amended as presented. Motion passed unanimously.

## **2. Public Forum**

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### **2. Public Forum**

#### **Subject**

#### **2.1. Verbal Comments**

Meeting

September 29, 2025 - Board of Finance Meeting - Monday, September 29, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 2. Public Forum

Department Council and Board

Type Action  
Procedural

Recommended Action open Public Forum  
close Public Forum

2.1. Verbal Comments

Sharon Bushor:

- 1) annual borrowing - what is interest rates & terms
- 2) FY25 results - more GR details

### 3. Consent Agenda

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**3. Consent Agenda**

Motion made by Councilor Carpenter, seconded by Councilor Barlow, to adopt the consent agenda and take the actions indicated. Motion passed unanimously.

**Subject 3.1. Motion to adopt the consent agenda and take the actions indicated**

Meeting September 29, 2025 - Board of Finance Meeting - Monday, September 29, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Council and Board

Type Procedural

Recommended Action Motion to adopt the consent agenda and take the actions indicated

3.1. Motion to adopt the consent agenda and take the actions indicated

**Subject 3.2. September 8, 2025 Board of Finance Meeting Minutes - CT**

Meeting September 29, 2025 - Board of Finance Meeting - Monday, September 29, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)  
Information  
Minutes

Recommended Action approve the minutes

3.2. September 8, 2025 Board of Finance Meeting Minutes - CT

**Subject** **3.3. Communication: Bruce Wilson, Arts So Wonderful, re: graffiti removal and 5 Murals**

Meeting September 29, 2025 - Board of Finance Meeting - Monday, September 29, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Council and Board

Type Action (Consent)

Recommended Action to recommend that City Council approve the use of \$3,125 from the City Council Initiative Fund for graffiti removal and creating murals at Thorsen Way and authorize CAO to effectuate any budget amendments needed

3.3. Communication: Bruce Wilson, Arts So Wonderful, re: graffiti removal and 5 Murals

**Subject** **3.4. New England Central Railroad sixteenth contract amendment - BED**

Meeting September 29, 2025 - Board of Finance Meeting - Monday, September 29, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Burlington Electric Department

Type Action (Consent)

Recommended Action to approve and recommend approval to the City Council that the General Manager or their delegee may execute a three year extension of the rail contract between BED and New England Center Railroad, as included in the attached contract amendment

3.4. New England Central Railroad sixteenth contract amendment - BED

**Subject** **3.5. Parking Garage Security Contract - DPW/Division of Parking and Traffic**

Meeting September 29, 2025 - Board of Finance Meeting - Monday, September 29, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Public Works Department

Type Action (Consent)

Recommended Action

1. To authorize the Director of Public Works to execute an agreement with Securitas for security services at the Marketplace Garage and Downtown Garage. The contract would run from October 20, 2025 through October 19, 2026 for a total authorized contract value not to exceed \$223,520.
2. To authorize the Director of Public Works to execute extensions of the contract through September 2030, subject to appropriations and review and approval of the City Attorney, and provided that the increase in price per fiscal year does not

exceed the lesser of five percent (5%) or the twelve-month increase in CPI-U (Northeast Region)

### 3.5. Parking Garage Security Contract - DPW/Division of Parking and Traffic

**Subject** **3.6. Resolution: Authorization For Capital Public Improvement Infrastructure Bonds - March 4, 2025 Voter Authorization - CT**

**Meeting** September 29, 2025 - Board of Finance Meeting - Monday, September 29, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

**Category** 3. Consent Agenda

**Department** Clerk/Treasurer's Office

**Type** Action (Consent)  
Resolution

**Recommended Action** move to approve and recommend that the City Council adopt resolution related to FY26 capital improvement bonds borrowing

### 3.6. Resolution: Authorization For Capital Public Improvement Infrastructure Bonds - March 4, 2025 Voter Authorization - CT

## 4. Deliberative Agenda

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### 4. Deliberative Agenda

**Subject** **4.1. CEDO, Community Justice Center - Reclassification of one position from Limited Service to Regular - CEDO/CJC \*\*AGENDA ITEM REMOVED\*\***

**Meeting** September 29, 2025 - Board of Finance Meeting - Monday, September 29, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

**Category** 4. Deliberative Agenda

**Department** Community & Economic Development Office (CEDO)

**Type** Action

**Recommended Action** Move to approve and recommend that the City Council approve the reclassification of the following position retroactive for July 1, 2025:

- A BARJ Coordinator, from a Limited Service, Full-Time, Non-Exempt, AFSCME, Grade 16 position to a Regular Service, Full-Time, Non-Exempt, AFSCME, Grade 16 position.

### 4.1. CEDO, Community Justice Center - Reclassification of one position from Limited Service to Regular - CEDO/CJC \*\*AGENDA ITEM REMOVED\*\*

**Subject** **4.2. Creation of one position at CJC - CEDO/CJC \*\*AGENDA ITEM REMOVED\*\***

**Meeting** September 29, 2025 - Board of Finance Meeting - Monday, September 29, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda  
Department Community & Economic Development Office (CEDO)  
Type Action  
Recommended Action to approve and recommend that City Council approve the creation of the Adult Restorative Services Coordinator position within CEDO, a Regular Service, Full-time, Union, Grade 16, position  
4.2. Creation of one position at CJC - CEDO/CJC **\*\*AGENDA ITEM REMOVED\*\***

**Subject 4.3. CityPlace/BTC Public Improvements Budget Amendment - DPW**  
Meeting September 29, 2025 - Board of Finance Meeting - Monday, September 29, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda  
Department Public Works Department  
Type Action  
Recommended Action to approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds which result in an increase of the project budget by \$6,500,926 for the BTC Public Improvements

4.3. CityPlace/BTC Public Improvements Budget Amendment - DPW  
Motion made by Councilor Barlow, seconded by Councilor Carpenter, to approve the motion as presented. Motion passed unanimously.

**Subject 4.4. Award of Ravine Sewer Abandonment & Grouting Construction Contract - DPW/Water Resources**  
Meeting September 29, 2025 - Board of Finance Meeting - Monday, September 29, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda  
Department Public Works Department - Water Resources  
Type Action

Recommended Action  
1. To approve and authorize the Director of Public Works, Chapin Spencer, to execute a contract with S. D. Ireland Brothers for total contract amount of \$449,000 for the Ravine Sewer Abandonment and Grouting project, subject to the review by the City Attorney.  
2. To approve and authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments in substantial conformance with this request.

4.4. Award of Ravine Sewer Abandonment & Grouting Construction Contract - DPW/Water Resources

Motion made by Councilor Barlow, seconded by Councilor Carpenter, to approve the motion as presented. Motion passed unanimously.

**Subject** **4.5. Downtown TIF Substantial Change Request - Use of Investment Earnings - CEDO**

Meeting September 29, 2025 - Board of Finance Meeting - Monday, September 29, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Community & Economic Development Office (CEDO)

Type Action

Recommended Action to approve the City's substantial change request to VEPC for the Downtown TIF District and to recommend City Council approve and authorize City Council President Ben Traverse and Chief Administrative Officer Katherine Schad to execute the attached formal request letter

4.5. Downtown TIF Substantial Change Request - Use of Investment Earnings - CEDO  
Motion made by Councilor Barlow, seconded by City Council President Traverse, to approve the motion as presented. Motion passed unanimously.

**Subject** **4.6. Downtown Tax Increment Financing District Audit - Authorization for State Education Fund Payment - CT**

Meeting September 29, 2025 - Board of Finance Meeting - Monday, September 29, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action to approve and recommend that the City Council authorize the Chief Administrative Officer to take all such action, and to execute all such instruments approved as to form by the City Attorney, as may be necessary or convenient to ensure the repayment of the State Education Fund in the total amount of \$95,363 from the DWTN TIF Fund (Fund 236), to resolve the underpayment issues noted in the State's DWTN TIF District Audit

4.6. Downtown Tax Increment Financing District Audit - Authorization for State Education Fund Payment - CT  
Motion made by Councilor Barlow, seconded by City Council President Traverse, to approve the motion as presented. Motion passed unanimously.

**Subject** **4.7. Projected Unaudited FY25 General Fund Results - CT**

Meeting September 29, 2025 - Board of Finance Meeting - Monday, September 29, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Discussion  
Information

4.7. Projected Unaudited FY25 General Fund Results - CT  
DOF Kukenberger spoke to this agenda item.

**Subject** **4.8. Resolution: Ratification Of Tentative Agreement And Authorization To Execute Collective Bargaining Agreement Between The City Of Burlington And The Burlington Firefighters' Association (July 1, 2025 - June 30, 2028) - Fire**

Meeting September 29, 2025 - Board of Finance Meeting - Monday, September 29, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Fire Department

Type Action  
Resolution

Recommended Action waive the reading and adopt the resolution

4.8. Resolution: Ratification Of Tentative Agreement And Authorization To Execute Collective Bargaining Agreement Between The City Of Burlington And The Burlington Firefighters' Association (July 1, 2025 - June 30, 2028) - Fire

Motion made by City Council President Traverse, seconded by Councilor Carpenter, to recommend that the City Council adopt the resolution. Motion passed unanimously.

## 5. Adjournment

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### 5. Adjournment

**Subject** **5.1. Motion to adjourn**

Meeting September 29, 2025 - Board of Finance Meeting - Monday, September 29, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 5. Adjournment

Department Council and Board

Type Action  
Procedural

Recommended Action Motion to adjourn

5.1. Motion to adjourn  
CAO Schad adjourned the meeting at 6:07 pm.



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## MEMORANDUM

**Date:** October 6, 2025  
**To:** Board of Finance

**From:** Christian Berry, Interim Director of Racial Equity, Inclusion, and Belonging  
**CC:** Katherine Schad, Chief Administrative Officer

**Re:** **The Black Experience 2026 and Annual Jeh Kulu West African Dance and Drum Festival Sponsorships**

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### Request

The Office of Racial Equity, Inclusion, and Belonging (REIB) is seeking approval and authorization to execute two sponsorship agreements subject to review of the City Attorney's Office, granting City funds as follows: one agreement with nuwave Equity Corporation to produce and manage the Black Experience 2026 event granting \$20,000; and, one agreement with Jeh Kulu Dance and Drum Theater to support their annual West African Dance and Drum Festival in the amount of \$1,810. Funding for both agreements will come from the Community Celebrations GL.

### Background

1. The REIB seeks to sponsor nuwave Equity to produce and manage the Black Experience 2026, an event the office has sponsored for the past five years. The event will take place during Black History Month in February. Ongoing support of the Black Experience is critical in cultivating a more inclusive and welcoming community and in supporting the observance of Black History Month. The annual event is a celebration to connect and increase awareness of the Black lived experience across the state of Vermont while also educating those who attend. The Black Experience 2026 will be open to the public.

As part of the Black Experience 2026, nuwave has collaborated with Dr. Livingston to host an event on October 18, 2025. As a leading expert on the science of underlying bias and racism in organizations, this event is timely given the sustained attacks on diversity, equity, and inclusion. Dr. Livingston will share insights from his new book, *Play the*



*Game. Change the Game. Leave the Game.* Which will be expanded on during the Black Experience 2026 event in February. This event will be open to the public, community-based organizations, and local colleges and universities.

2. The REIB seeks to sponsor Jeh Kulu Dance and Drum Theater, a long-standing Vermont nonprofit dedicated to sharing traditional West African dance and drum culture through performance, education, and community-building. The organization's annual West African Dance and Drum Festival brings internationally recognized artists to Burlington for a weekend of dance, drumming, cultural exchange, and performances at Contois Auditorium.

The festival offers City residents and visitors opportunities to participate in culturally significant classes and events, including youth sessions, multigenerational workshops, and live performances. The sponsorship will support rehearsal space, artist stipends, and logistical expenses, ensuring broad community access to this celebration of cultural heritage.

This partnership also extends benefits to City employees, who are offered complimentary access to festival classes as part of REIB's collaboration with Jeh Kulu, reinforcing Burlington's commitment to cultural inclusion and belonging.

Supporting Jeh Kulu directly advances REIB's purpose to foster racial equity, inclusion, and belonging in Burlington. The festival not only highlights African and African Diaspora traditions, but also creates meaningful opportunities for cross-cultural exchange and community connection. By investing in this partnership, the City affirms its commitment to honoring diverse cultural contributions, expanding access to the arts, and building a more inclusive civic identity that reflects and uplifts historically underrepresented communities.

### **Funding for Project**

The nuwave grant from the REIB is \$20,000 and is included in the REIB's FY26 Community Celebrations GL. The Jeh Kulu Dance and Drum Theater sponsorship grant of \$1,810 is included in the REIB's FY26 Community Celebrations GL. Together, these requests represent a total allocation of \$21,810 from the FY26 Community Celebrations budget.



## **Department Contact**

If you have any questions, please contact Christian Berry, Interim Director of Racial Equity, Inclusion, and Belonging at [cberry@burlingtonvt.gov](mailto:cberry@burlingtonvt.gov).

## **Motions**

The Office of Racial Equity, Inclusion, and Belonging requests the Board of Finance approve the following motions:

1. To approve and authorize the Interim Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of \$20,000 to nuwave to support The Black Experience 2026 programming from the Community Celebrations GL subject to the review and approval of the City Attorney's Office.
2. To approve and authorize the Interim Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of \$1,810 to Jeh Kulu Dance and Drum Theater from the Community Celebrations GL subject to the review and approval of the City Attorney's Office.

## Board of Finance and City Council Submission Checklist

Version: April 2025

Department: REIB Submitter: Vicky Luciano  
 Title/Subject: The Black Experience 2026 and Jeh Kulu West African Dance and Drum Festival Sponsorships

Approval Requested:	Meeting Date:
<input checked="" type="checkbox"/> Board of Finance	10/6/2025
<input type="checkbox"/> City Council	Click or tap to enter a date.
<input type="checkbox"/> Both BOF and Council	Click or tap to enter a date.

### Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	9/26/2025	Christian Berry
Mayor's Office	Yes	10/1/2025	Erin Jacobsen
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	9/29/2025	Emmett Wood
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	10/1/2025	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.





## 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:** Rachel Jolly, Assistant Director, CJC

**CC:** Mayor Mulvaney-Stanak  
Katherine Schad, Chief Administrative Officer  
Kara Alnasrawi, CEDO Director

**DATE:** September 26, 2025

**RE:** VT Center for Crime Victim Services “Victims of Crime Act” (VOCA) grant (Grant # 02160-VOCA23-4009608-2026)

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This is a request from the Burlington Community Justice Center (BCJC) for Board of Finance and City Council approval of its VOCA grant in the amount of \$140,164 to be expended between July 1, 2025 and June 30, 2026. The grant requires a match from the City of \$35,041. This is the same grant language, amount and required match received in FY25.

This funding supports 1.41 FTEs spread over four staff members toward the delivery of the Parallel Justice Program and a portion of victim services in restorative processes at the BCJC. Parallel Justice for Victims of Crime, a program of the BCJC 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 FY26 budget for the CJC. Match is covered through a combination of staff salary and benefits, a portion of the rent, and money for the Victim’s Fund.

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-VOCA23-4009608-2026 in the amount of \$140,164 for FY26 and to authorize CEDO Director Alnasrawi or her 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-VOCA23-4009608-2026 in the amount of \$140,164 for FY25 and to authorize CEDO Director Alnasrawi or her 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.



.....Parties: This is a Grant Agreement between the Vermont Center for Crime Victim Services, (hereinafter called State and Burlington / CEDO / Community Justice Ctr 149 CHURCH ST BURLINGTON, VT 05401-8429 (hereinafter called Grantee

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 Details ..... *Grant Agreement*  
*Part 1-Grant Award Detail*
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 Grant Award Detail
  - Grant Agreement Part 2 Grant Agreement
  - Attachment A Scope of Work to Be Performed
  - Attachment B Payment Provisions
  - Attachment C 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.

" o t .....

Date:

Signature: \_\_\_\_\_

Jennifer Poehlmann, Executive Director  
Vermont Center for Crime Victim Services "

By the Grantee:

Date: \_\_\_\_\_

o .....

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 2026 budget approved by the Center for Crime Victim Services for the State Fiscal Year 2026.

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.

## 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 15th). 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](http://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 Uniform Administrative Requirement for Grant and Cooperative Agreements. 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 will 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**

30 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 shall mean the specific contract or grant to which this form is attached.

40 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 between the parties are hereby rejected.

50 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. The parties agree 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.

70 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.

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

90 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 to the claim or suit. 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

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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.

**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 Party's 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 workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' 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 workers' compensation policy.

**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 be \$1,000,000 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. If the Party transports persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont.

**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.

**Payment:** 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 17 V.S.A. § 2452 *et seq.* "K"v"jg"Rctv{"xkqncvgu"vjg"Xgt o qpv"Hcnug"Enck o u"Cev"kv"ujcnn"dg"nkcdng"vq"vjg"Uvcvg" for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act 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 of waste, fraud, or abuse of authority. 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. "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 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:** "Cnm"Uvcvg"rwte.jcugu"o wuv"dg"kpqxkqegf"vcz"htgg0""Cp"gzg o rvkqp"egtvkhkecvg"y knn"dg" 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 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

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Party shall include the following provisions of this Attachment C in all subcontracts for work performed  
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\*False Claims Act\*="Section 11 \*Whistleblower Protections\*="Section 12 \*Location of State Data\*="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\*+0

- 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 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: <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.
- 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) \*Force Majeure\*+0"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 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 of the Party's obligations 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

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**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 u j c n n" d g" o c f g" c x c k n c d n g" w r q p" t g s w g u v 0"" U v c v g" h c e k n k v k g u" y k n n" d g" o c f g" c x c k n c d n g" v q" R c t v { " q p" c p" o AS IS, WHERE IS o" 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:** k p" c e e q t f c p e g" y k v j " 4" E H T" R c t v" K K. " E 4 2 2 0 5 2 5. " v j g" R c t v { " o w u v" g u v c d n k u j" c p f" o c k p v e k p" 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 o Standards for Internal Control in the Federal Government o issued by the Comptroller General of the United States and the o Internal Control Integrated Framework o issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**C. Mandatory Disclosures:** k p" c e e q t f c p e g" y k v j " 4" E H T" R c t v" K K. " E 4 2 2 0 3 3 5. " R c t v { " o w u v" f k u e n q u g. " k p" c" v k o g n { " 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 Party's employee's 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)

**VOCA - Attachment D Special Conditions**

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.**

**Condition 1**

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

Consistent with Executive Order 14074, o Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety, o 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 "subgrantee" 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 "controlled equipment" 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.

## **Condition 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."

## **Condition 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.

## **Condition 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.

## **Condition 5**

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

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").

### **Condition 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.

### **Condition 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.

### **Condition 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.

### **Condition 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.

**Condition 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.

**Condition 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-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.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.

**Condition 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.

**Condition 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.

#### **Condition 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](http://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-VerifyEmployerAgent@dhs.gov.

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

### **Condition 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>.

### **Condition 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.

### **Condition 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.

### **Condition 18**

#### *Required training for Grant Award Administrator and Financial Manager*

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

### **Condition 19**

#### *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.

### **Condition 20**

#### *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.

### **Condition 21**

*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.

### **Condition 22**

*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](mailto: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.

### **Condition 23**

*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.

### **Condition 24**

*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.

**Condition 25**

*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.

**Condition 26**

*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.

**Condition 27**

*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.

**Condition 28**

*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>.

### **Condition 29**

#### *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).

### **Condition 30**

#### *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.

### **Condition 31**

The recipient agrees to ensure that at least one key grantee official attends the annual VOCA National Training Conference. Any recipient unable to attend must get prior approval by OVC in writing.

### **Condition 32**

#### *FFATA reporting: Subawards and executive compensation*

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an

award made 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).

### **Condition 33**

#### *VOCA Requirements*

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and

c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

### **Condition 34**

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

### **Condition 35**

#### *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.

### **Condition 36**

The recipient must receive and engage in any training and technical assistance activities recommended by the Office for Victims of Crime.

### **Condition 37**

#### *"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions*

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov)) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

### **Condition 38**

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](http://www.lep.gov).

### **Condition 39**

*Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS*

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

### **Condition 40**

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 Submitter: Rachel Jolly

Title/Subject: Reclass of Limited Service to Regular CJC position

	Approval:	Meeting Date:
<input type="checkbox"/>	Board of Finance	Click or tap to enter a date.
<input type="checkbox"/>	City Council	Click or tap to enter a date.
<input checked="" type="checkbox"/>	Concurrent	10/6/2025

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	9/17/2025	Kara Alnasrawi
Mayor’s Office informed and approved memo	Yes	9/22/2025	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	N/A		
City Attorney’s Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	9/16/2025	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	9/16/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	9/18/2025	Orieta Glozheni
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?	N/A	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.



## 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](http://www.burlingtonvt.gov/cedo)

**To:** Board of Finance and City Council

**From:** Rachel Jolly, Assistant Director, Community Justice Center  
Orietta Glozheni, Human Resources Manager

**DATE:** September 29, 2025 Board of Finance; Oct. 6 City Council

**RE:** CEDO, Community Justice Center –Reclassification of one position from Limited Service to Regular

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### Executive Summary

The Community Justice Center (CJC) is seeking approval for the reclassification of one position:

- A Youth Restorative Services (BARJ) Coordinator, from a Limited Service, Full-Time, Non-Exempt, AFSCME, Grade 16 position to a Regular Service, Full-Time, Non-Exempt, AFSCME, Grade 16 position.

### Background and Financial Impact

The Balanced and Restorative Justice (BARJ) Coordinator position was created in October 2023 to increase capacity for accepting and coordinating referrals received from the VT Department for Children and Families, serving youth who are involved with the criminal-legal system or at risk of being so. We started this new position as Limited Service as we didn't have a guarantee about future funding. After almost two years of stability, and with the renewal of the contract in FY26, we are seeking to move the position to Regular Service.

This position is 90% grant funded and 10% funded with General Fund dollars. The financial impact to the City for the addition of retirement is \$664/year and this can be absorbed within the CJC's existing GF budget.

### Board of Finance Motion:

Move to approve and recommend that the City Council approve the reclassification of the following position retroactive for July 1, 2025:

- A BARJ Coordinator, from a Limited Service, Full-Time, Non-Exempt, AFSCME, Grade 16 position to a Regular Service, Full-Time, Non-Exempt, AFSCME, Grade 16 position.

**City Council Motion:**

Move to approve the reclassification of the following position retroactive July 1, 2025:

- A BARJ Coordinator, from a Limited Service, Full-Time, Non-Exempt, Union, Grade 16 position to a Regular Service, Full-Time, Non-Exempt, AFSCME, Grade 16 position.





**COMMUNITY & ECONOMIC DEVELOPMENT OFFICE**

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www.burlingtonvt.gov/cedo

**MEMORANDUM**

**To:** Board of Finance  
City Council

**From:** Rachel Jolly, Assistant Director, CJC  
Lynn Reagan, Director of Human Resources  
Orieta Glozheni, Human Resources Manager

**CC:** Kara Alnasrawi, CEDO Director

**Date:** September 12, 2025

**RE:** Creation of one position at CJC

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**Executive Summary**

We propose creating one new position in the Community Justice Center (CJC):

- Adult Restorative Services Coordinator—a Regular Service, Full-time, Union, Grade 16, position.

**Background:**

With the passage of [Act 180](#) last year, which expands the pre-charge restorative justice option across the state, the VT Attorney General’s Office assumed responsibility for funding and management of the program from the VT Department of Corrections. Now called Pre-Charge Diversion, this program has been added to the suite of court diversion and pre-trial services falling under the AGO contract that has come to the Burlington CJC since 2019. In FY26, the AGO is awarding one contract to each of the four Chittenden County CJCs to deliver Pre-Charge Diversion. However, as of FY27, the intention is for pre-charge services countywide to be delivered under the Burlington CJC contract.

CJC anticipates the City Council acceptance, on September 29<sup>th</sup>, of the \$953,658 award from the AGO to deliver diversion and pretrial services in FY26. This includes a budget for adding 1 FTE to focus on the delivery of the Pre-Charge Diversion program, as well as working on the transition of the program within the county.

**Financial Impact:**

This position will be a Grade 16, step 1-15, \$32.22 – \$36.30/hour. This new position was not in the FY26 City budget because we did not have the additional money in the AGO contract at that time. 100% of this position will be covered by the AGO funds.

**Motions:**

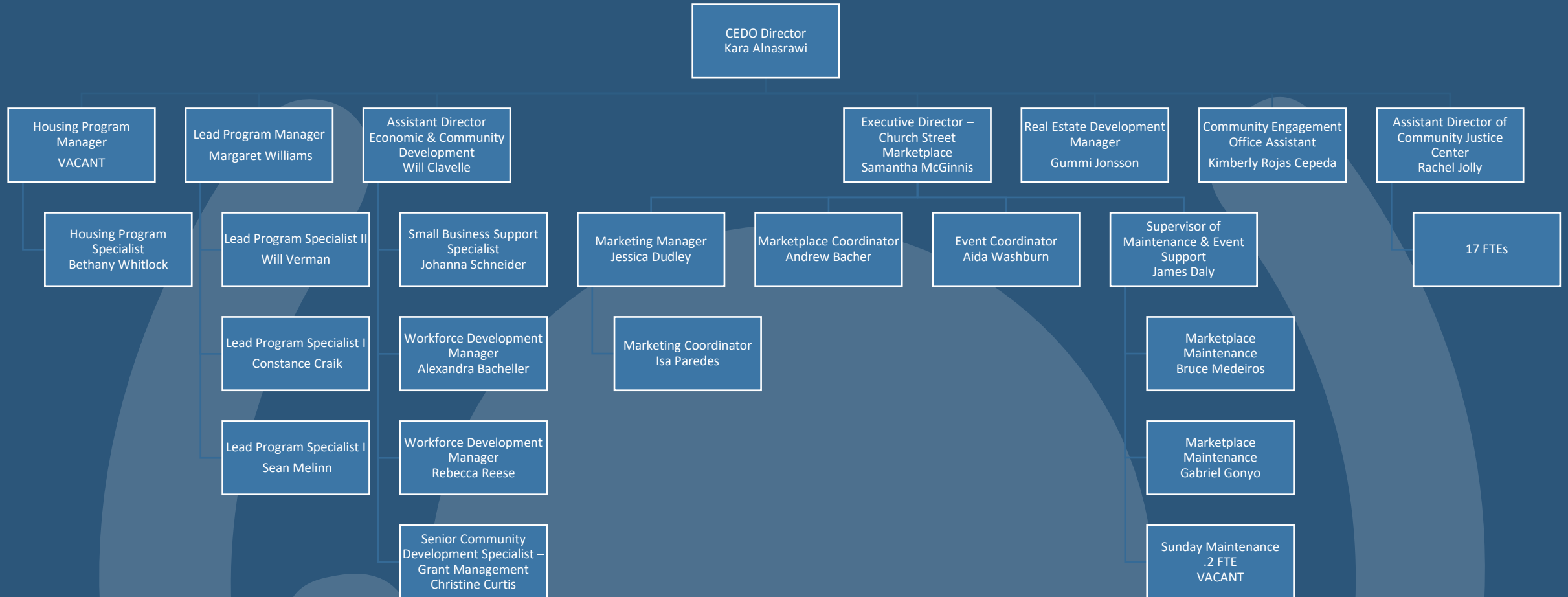
Board of Finance Motion:

To approve and recommend that City Council approve the creation of the Adult Restorative Services Coordinator position within CEDO, a Regular Service, Full-time, Union, Grade 16, position.

City Council Motion:

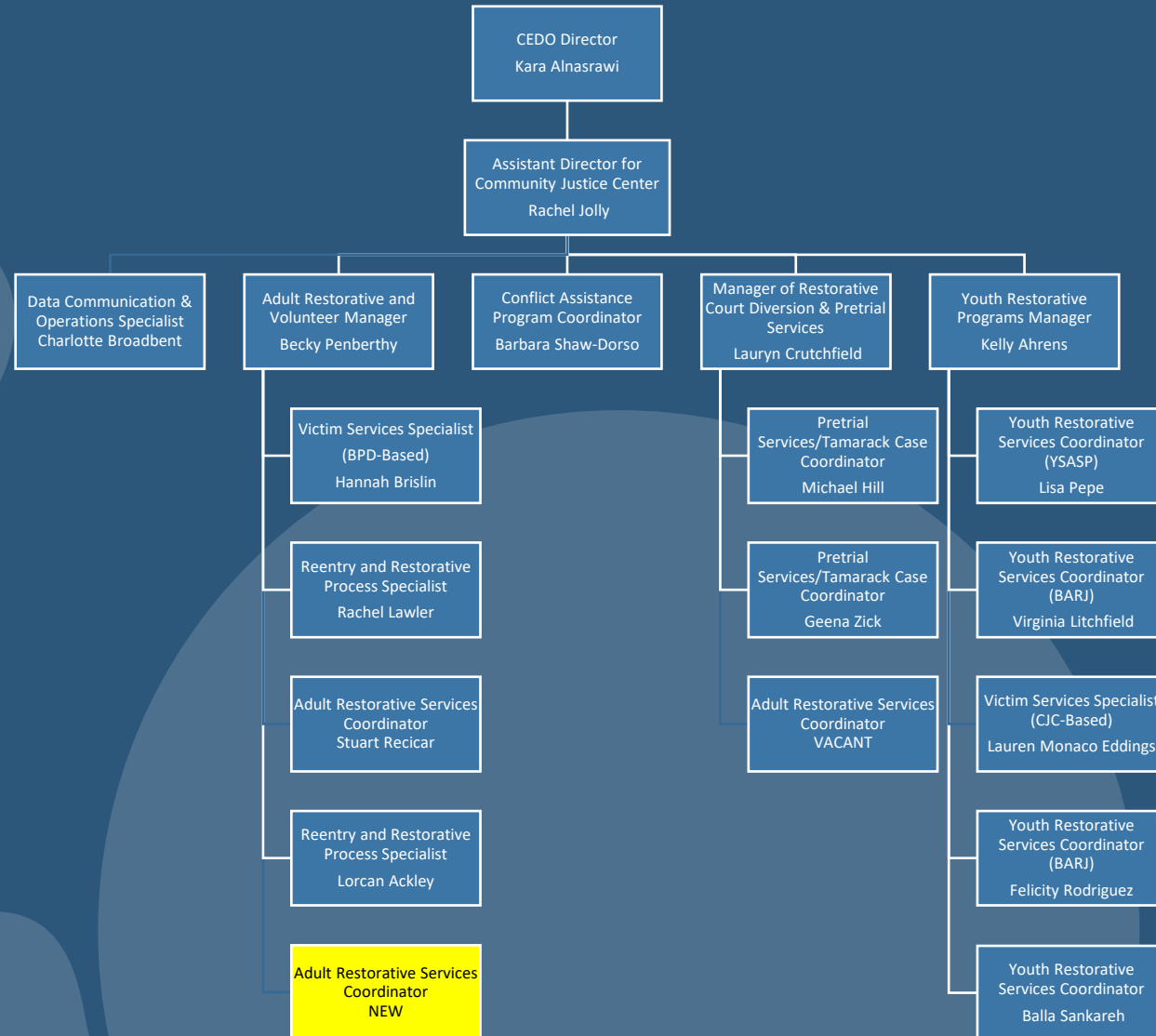
To approve the creation of the Adult Restorative Services Coordinator position within CEDO, a Regular Service, Full-time, Union, Grade 16, position.

# CEDO ORGANIZATIONAL CHART



# CEDO ORGANIZATIONAL CHART

## Community Justice Center





## City of Burlington, Vermont Adult Restorative Services Coordinator

<b>SALARY</b>	\$30.48 Hourly \$63,398.40 Annually	<b>LOCATION</b>	Burlington, VT
<b>JOB TYPE</b>	Regular Full Time Non Exempt	<b>JOB NUMBER</b>	CEDO Adult Restor Svcs Coord
<b>DEPARTMENT</b>	Community Economic Development Office (CEDO)	<b>DIVISION</b>	Community Justice
<b>OPENING DATE</b>	08/22/2025	<b>CLOSING DATE</b>	9/14/2025 11:59 PM Eastern
<b>FLSA</b>	Non-Exempt	<b>BARGAINING UNIT</b>	AFSCME

### General Purpose

This position serves on a team of those responsible for the coordination and delivery of the CJC's adult Restorative Justice services, from pre-charge through reparative processes, and with responsible and impacted parties. The work is closely integrated with our Diversion and Pretrial Service programs. A key focus of the position is to be outcomes-driven with respect to equity, inclusion and belonging. Other measures of success include successful completions, affected and responsible party satisfaction, and restitution paid to affected parties.

**Union Affiliation:** American Federation of State, County, and Municipal Employees (AFSCME)

**Pay Grade 16:** \$30.48 Hourly

**Remote Tier 3:** Up to two (2) days remote/week

### Essential Job Functions

#### *Restorative Process Scheduling and Coordination*

- Work with the Adult Restorative team to conduct intakes, assess needs, schedule and implement restorative processes with responsible and affected parties in partnership with contracted Cultural Advocates and volunteers, when appropriate.
- Provide staff support to the restorative justice processes including but not limited to: scheduling, organizing and attending meetings, supporting the participation of volunteers and following through on data and policy needs presented by the cases.
- Develop and maintain working relationships with relevant stakeholders including those in criminal-legal system (Chittenden County law enforcement agencies State's Attorney, VT Dept. of Corrections, VT Center for Crime Victim Services) and community-based providers (Howard Center, Safe Harbor, Steps to End Domestic Violence, HOPE Works, Pride Center, USCRI VT, AALV, etc.).
- Support affected and responsible parties of crime by helping them navigate the criminal-legal system, advocating for services when they experience barriers, and connecting them to processes, goods and services that will enhance their safety and lessen the impacts of their crime.
- Work to create conditions of accountability-taking for responsible parties at all stages of the restorative processes

- Provide trauma-informed, culturally literate responses to the range of experiences participants impacted by and responsible for harm have lived
- Work in coordination with CJC and BPD-based Victim Services Specialists to integrate restorative processes, when needed or appropriate.
- Stay current in practical knowledge of the theories, practices and methodologies in the fields of restorative and transformative justice, trauma-informed care, levelling power dynamics and other issues related to equity, justice and inclusion.
- Schedule and facilitate twice/month RTAP classes with adults and youth charged with retail theft.

*Harmed Party Services:*

- Trauma-informed and culturally-sensitive outreach to victims of crime when their cases have been referred to restorative justice
- Provide and build meaningful opportunities for victims to engage in restorative processes
- Participate in bi-monthly Victim Services team meetings to coordinate with colleagues, build meaningful program development, and engage in relevant professional development

*Administrative and Data Related*

- Collect, track and evaluate feedback using Results-Based Accountability metrics, aiming for a minimum of 30% response rate
- Document and track all required participant data in combination of SharePoint and Law Manager software platforms
- Maintain and enter timely updates on internal excel spreadsheets for program participants

*Miscellaneous/Other*

- Educate are a service providers on the restorative justice program principals and build a network of community support
- Act as “Ambassador” for the City, carryout work and interacting with co-workers and the public in respectful profession manner.
- Contribute toward making the BCJC an inclusive, welcoming, culturally sensitive organization through serving on at least one internal committee, and through active self-reflection/awareness regarding one’s own identities and toward promoting equity, sensitivity and humility in our work with staff, volunteers and participants

**Non-Essential Job Functions:**

- Performs other duties as required.

**Qualifications/Basic Job Requirements**

- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Bachelor’s degree and two years of experience, or six years of program coordination experience with focus on restorative justice, victim advocacy, community development or related field required.
- Demonstrated commitment to and interest in advancing social and/or racial justice initiatives
- Demonstrated knowledge and familiarity of restorative practices.
- Ability to understand the criminal legal system and demonstrated knowledge and familiarity with crime/victim issues.
- Demonstrated strong organizational, coordination, and group leadership skills.
- Ability to work effectively with a wide range of individuals and groups, including strong formal and informal negotiation skills.
- Demonstrated ability in public speaking, interviewing, meeting facilitation, and training skills.
- Computer literacy necessary. Knowledge of Microsoft Office Suite preferred.
- Ability to develop strong relationships with diverse groups of people, who may have conflicting interests and opinions.
- Some evening availability required.

- Ability to work in a team environment, while also working independently necessary.
- Ability to create and maintain an environment that embraces the operating principles of Restorative Justice.
- Communicates skillfully on the phone, in person, and in writing, and varies language and communication style to meet the needs of the recipient.
- Remains calm in the presence of strong emotions from others while creating an atmosphere for problem solving
- Is discreet and maintains confidentiality regarding people and situations

Indirectly Supervises: 3-4 volunteers at any given time

## Additional Information

### Promoting a culture that reveres diversity and equity

The City of Burlington is proud to be an equal opportunity employer, and we are strongly committed to creating a dynamic and equitable work-force that mirrors the population and world that we serve. We do not discriminate on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, crime victim status, veteran status, disability, HIV positive status, or genetic information in employment or the provision of services.

In addition to being an equal opportunity employer we actively encourage applicants who can contribute to our growing diversity to apply.

Applications for our employment opportunities are **only accepted online through our [Government Jobs](#)** website.

For accessibility information or alternative formats, please contact Human Resources Department at [802-540-2505](tel:802-540-2505) or [careers@burlingtonvt.gov](mailto:careers@burlingtonvt.gov).

## Benefits

The City of Burlington is proud to offer full time employees a comprehensive benefits program that includes:

- Medical/Dental Insurance Coverage
- Prescription Drug Coverage
- Flexible Spending Programs
- Short-Term Disability Insurance
- Paid Leave (Sick and Vacation)
- Pension Plan
- Contributory Retirement Plan
- Life Insurance
- Discounted Gym Memberships
- Free Yoga Membership to Sangha Studios (Burlington, Williston & online)
- Tuition Discounts for Champlain College TruEd
- Employee Assistance Program
- Wellness Bonus Incentives Program
- Local & National Store Discounts
- Subsidized Transportation Options
- Qualifying employer for Public Service Loan Forgiveness

For additional details please visit <https://www.burlingtonvt.gov/HR/benefitsinformation>

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### Employer

City of Burlington, Vermont

### Address

200 Church Street, Suite 102

Burlington, Vermont, 05401

**Phone**

802-540-2505

**Website**

<https://www.burlingtonvt.gov>

**Adult Restorative Services Coordinator Supplemental Questionnaire**

**\*QUESTION 1**

**Do you have a Bachelor's degree and two years of experience, or six years of program coordination experience with a focus on restorative justice, victim advocacy, community development, or a related field?**

- Yes
- No

**\*QUESTION 2**

**Do you have some evening availability?**

- Yes
- No

\* Required Question



## MEMO

**Date:** October 6, 2025

**To:** Board of Finance, and City Council

**From:** Deryk Roach

**RE:** Creation of a Limited-Service Position: Nature-Based Climate Solutions Field Coordinator

**CC:** Orieta Glozheni, Lynn Reagan, Katherine Schad, Dan Cahill

### **Executive Summary:**

We propose creating one new position in the Burlington Parks Recreation & Waterfront, Conservation Program.

- Nature-Based Climate Solutions Field Coordinator—a Limited Service, Full-time, AFSCME, Grade 15 position.

### **Background**

Over the past 4+ years, a robust partnership, comprising the Burlington School District, Burlington Parks, Recreation and Waterfront (BPRW), Burlington Wildways, and the Winooski Valley Park District, has been doing groundbreaking work to move Burlington towards a more resilient community in the face of climate change. While the project doesn't have an official name, we refer to it as "Nature Connection in the School Yard and the Classroom." **The purpose of this memo is to gain approval to create a Nature-Based Climate Solutions (NBCS) Field Coordinator as a limited-service position.**

### **History of the Project**

This project developed organically as an outgrowth of a "rewilding" project on the Champlain Elementary School campus in May of 2021. The goal of this project was to create a wildlife corridor to connect forested areas, that sits on either side of the school campus in the South End urban setting. This planting project blossomed into a pilot program opportunity to develop integrated teaching opportunities for the Champlain Elementary School community. Starting in the school year of 2022, under the thoughtful direction of BSD teacher, Aziza Malik, BPRW staff partnered to develop nature connection programming that engaged each student at the school in 1-3 nature learning segments each school year. Burlington Wildways provided the funding, BPRW developed a temporary position to build capacity for leading student learning sessions and managing nature connection project areas, and district teachers and administrators worked to make space during the school day for programming. The goal of the teaching community has been to use the nature connection areas for integrated learning opportunities that incorporate nature and science learning, as well as reading, writing and math.

Fast forward to today, and we have completed 3 full school years, and operate at four schools (Champlain, Flynn, CP Smith, and Sustainability Academy). Of note: Aziza Malik was awarded the Vermont Teacher of the Year in

2024, and the central role she played in developing this nature connection model was a leading reason for this recognition.

**How Does This Position Support Planned Climate Resilience Strategies?**

The work of this project is critical in the climate resilience work of Burlington. Ensuring the young people of Burlington understand and help shape nature integration and stewardship is central to the legacy of work that lies ahead in relation to climate change. Not only are students learning about nature, but they are also growing trees that are getting planted on campus, shorelines, and parks. Further, the immediate benefits to climate adaptation through increasing ecological function to Burlington’s school yards, is also a significant adaptive measure. Attached to this memo is a brief outline that annotates how the project aligns with the City’s Comprehensive Plan, specifically as outlined in the implementation strategies of the 2022 Nature Based Climate Solutions, Addendum to the Open Space Protection Plan.

Front line communities who experience climate related impacts are often low-income populations. Further, nature connection historically is an area that often the most privileged and resourced children and families have access to. Through deep partnership with the Burlington School District all children receive equal access to the benefits of increased nature connection and empowerment toward being agents of change.

**Funding for the Position**

The funding source for this position is a share between the City of Burlington and Burlington Wildways. Since 2022, Burlington Wildways has successfully raised money for this project, sources have been the Lake Champlain Basin Program, and most recently the One Hive Fund. Each year, the City has contributed 25% of the salary and thus 25% of the position’s work plan assists nature-based climate work Citywide.

**Financial impact**

Wildways has secured funding for 75% of the salary, and 100% of the benefits for the next two years for the role. Below is a balance sheet that outlines the cost share for the position for 2 years. The City’s portion of the funding is included in the FY26 approved budget. After two years the position’s viability will be reviewed.

Pay rate per hour for grade 15 (step 1-15)	Annual Salary	FICA and Worker’s Comp	Benefits	Total Cost Range	75% of salary, FICA, WC and 100% of benefits covered by Burlington Wildways	25% of salary, FICA and WC covered by General Fund
\$28.65 - \$34.10	\$59,593 - \$70,939	\$7661- \$8626	\$13,685- \$25,402	\$80,939- \$104,967	\$64,126 - \$85,076	\$16,814- \$19,891

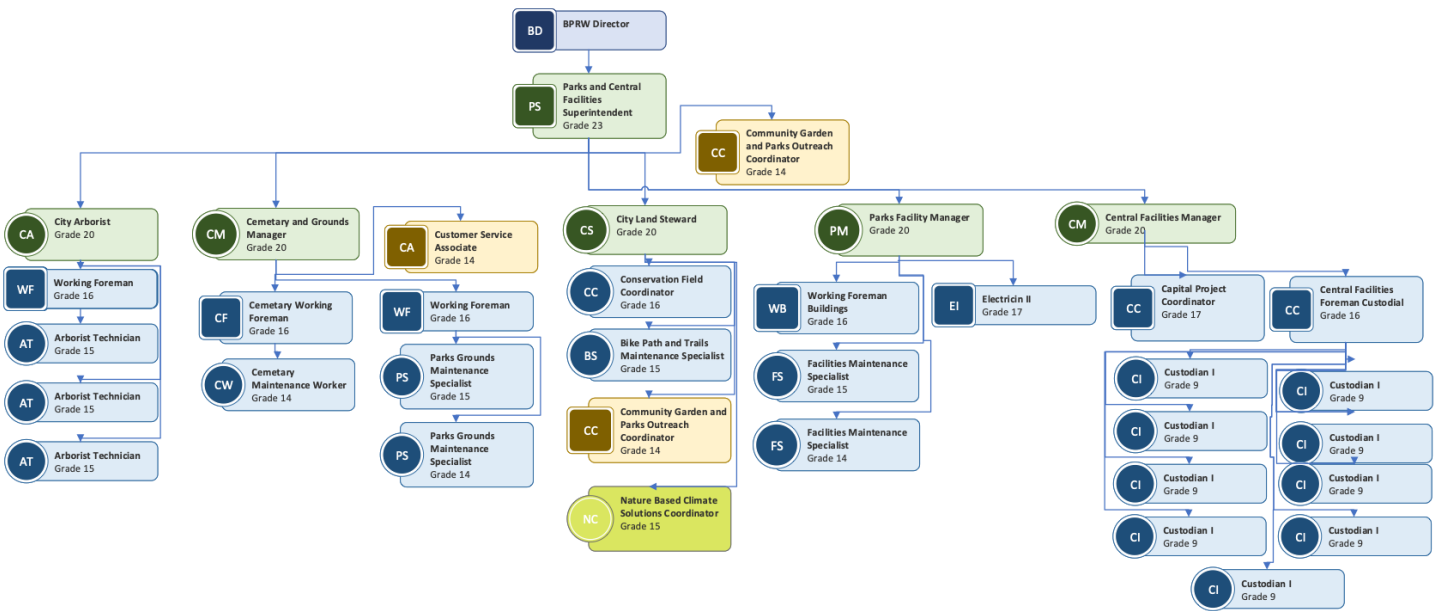
**Motions:**

**Board of Finance Motion:**

To approve and recommend that City Council approve and authorize the creation of the Nature-Based Climate Solutions Field Coordinator position within BPRW, a Limited Service, Full-time, AFSCME Grade 15 position.

City Council Motion:

To approve and authorize the creation of the Nature-Based Solutions Field Coordinator position within BPRW, a Limited Service, Full-time, AFSCME, Grade 15 position.





**BURLINGTON  
PARKS  
RECREATION  
WATERFRONT**



**Climate Resilience Measurements of BSD Nature Connection Project**

The BSD Nature Connection Project has made significant headway on 20 of the 42 implementation strategies outlined in the City’s 2022 Nature Based Climate Solutions Addendum to the Open Space Protection Plan. (the implementation plan can be found on page 45 of the document). Below is a table outlining these strategies with the specific results of the work of the Nature Based Climate Solutions Field Coordinator to date. This is a mix of qualitative acknowledgement with some metrics on student involvement, trees planted, and land areas converted for program purposes.

Theme	Strategy	To Date Accomplishments and Results of the NBS Coordinator
Forests and Tree Canopy	1B.1 determine and expand tree canopy	NBCS coordinator has planted <b>25,000sq. ft</b> of new pocket forests on school campuses. Over <b>1,000 trees</b> grown on school campuses and planted in restoration projects along the Winooksi River within BTW. Mature trees absorb ~48lbs CO2, divert up to 4,000 gallons of storm water, transpire 40,000 gallons H2O and soak up particulate pollutants.
	1B.2 support planted trees with resources	New pocket forest routinely watered with tree BPRW truck. Invasives are managed to support and favor native plants.
	1B.3 increase diversity of tree species and growing methods	Current growing methods include live stake nurseries, air pruner seedling starters, direct seeding. Piloting better methods to propagate Oak.
	1B.4 educate the city about NCBS	Over <b>1200 elementary school children</b> participate and are educated in this work. Additionally, high school and volunteer projects happen at regular intervals

written, September 2025

Water Wetlands and Watersheds	3A.1 proactively manage public wetlands and waterways	Generates and grows native plants shrubs and trees available for wetland restoration on school campuses and the city at large. Over <b>1,500 native plants, trees and shrubs</b> out on the landscape and thousands more currently being grown at schools.
	3B.1 determine which areas are suitable for restoration	Has worked with BSD and local land managers to assess sites for restoration work.
	3B.2 incentivize riparian / wetland restoration	Plants grown at school sites utilized in a variety of program areas on both public and private land at restoration plantings in wetlands.
Lawns, Fields, and Small Open Spaces	4A.1 Update mowing practices	Through the work of demonstration lawn conversions at the cemetery, growth of pocket forests on school grounds, and curation of online resources.
	4A.2 increase native plantings	NBCS coordinator grows plants, trees and shrubs. Additionally, is in regular communication and partnership with native plant growing initiative at UVM through Dr Laura Hill. Coordinates seasonal free native plant giveaway where over <b>1500 plants</b> were made available to the community. Identifies areas where native seeds can be harvested for this project.
	4A.3 build connectivity	The NBS Coordinator role maintains wildlife cameras at a variety of locations to help track and interpret wildlife movement through the City.
	4B.1 increase pocket parks and connected open spaces	Through the work of the NBS Coordinator role, <b>15,000sq ft</b> of lawn space at Lakeview cemetery has been converted to native plant habitat, <b>25,000 sq. ft</b> of Burlington School District lawn areas has been converted to pocket forest and wildlife corridor, and <b>5,000 sq. ft</b> of lawn area in community gardens turned into nurseries and youth education areas.

	4C.1 NBCS in perpetuity	The NBS Coordinator position supports and coordinates projects that will continue to adapt and thrive as they grow. The impacts of the various projects will deepen overtime and provide continual benefits in perpetuity.
Green Infrastructure	5A.1 coordinate inter-departmental cooperation	This position supports work in natural areas, community gardens, cemeteries, on school grounds, in green belts, and in stormwater features. This requires relationship building throughout the parks department as well with Burlington School District and a variety of divisions within DPW.
	5A.3 upgrades in storm water mitigation	The NBS Coordinator role advises the City Stormwater program with species selection for plantings in and adjacent to stormwater features.
	5A.4 upgrade planting	The NBS Coordinator position has been actively planning, in partnership with the City Stormwater program adaptations to edge treatments to the stormwater features connected to the newly constructed Champlain Parkway and the new high school stormwater features.
Equity and Inclusion	6A.1 target investment strategically	The foundation of this position and this program is predicated on deep connection with the Burlington School District in order to align with the equity framework that our public school system is founded upon.
	6B.1 support	The NBS Coordinator assists and supports initiatives such as Burlington City and Lake Semester with curriculum planning and design as it relates to nature connection.
	6B.2 expand	The NBS Coordinator role has created and maintained of <b>45,000 sq. ft</b> of new program space for nature based education.

	6B.3 create	The overall work plan of the NBS Coordinator focuses on the creation of learning opportunities that supports learning goals for all students participating in the Burlington public school system. Not only does this work encompass school properties but it connects students to natural areas adjacent to their school community. 39% of the BSD population is BIPOC
	6C.2 get help	In addition to the partnership with Burlington School District, the NBS Coordinator maintains partnership with a variety of service organizations working with various education levels including higher education. These partnerships include but are not limited to Upward Bound, Burlington City and Lake Semester, VYCC.

