



Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM

5:30 pm, Bushor Conference Room, 1st Floor City Hall OR Remotely via ZOOM:

Please click the link below to join the webinar:

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Webinar ID: 937 1317 6132

****CCTV link: https://www.youtube.com/playlist?list=PLIjLFn4BZd2PwCge7lNoKug676jIf_iUA ****

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Do not sign up in person and via Zoom - select one only

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda

2. Winooski River Sewer Main Break Expenses - Chapin Spencer and Megan Moir (10-15 mins.)

3. Public Forum

Subject	3.1. Verbal Comments
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Public Forum
Department	Council and Board
Type	Action Procedural

Recommended Action open the Public Forum
close the Public Forum

4. Consent Agenda

Subject	4.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated
Subject	4.2. Board of Finance Meeting Minutes, June 12, 2023, Draft
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Minutes Information
Recommended Action	approve the minutes
Subject	4.3. Special Board of Finance Meeting Minutes, June 26, 2023, Draft
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	approve the minutes
Subject	4.4. Conservation Legacy Fund Adaptations - BPRW
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. Consent Agenda
Department	Parks, Recreation, & Waterfront

Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council amend the Conservation Legacy Fund policy to create a new funding category for "Nature-Based Climate Solutions," and adjust the Conservation Legacy Fund's disbursement percentages to 30% for stewardship, 40% for acquisition, and 30% for nature-based climate solutions work, subject to review by the City Attorney's Office.
Subject	4.5. Department of Corrections Grant: "Safer Communities:"(Grant Amendment # 03520-1542) - CEDO/CJC
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	move to approve and recommend that the City Council approve and: 1) authorize the CEDO Director to accept and execute a second amendment to State Grant #03520-1542 in the amount of \$347,805 for FY24, and 2) authorize the CAO or their designee to effectuate any budget amendments necessary to reflect the necessary changes to the FY24 budget lines associated with the grant
Subject	4.6. Court Diversion Grant: #02100-FY24/25-CN - CEDO/CJC
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. 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 the State of Vermont Grant Award #02100-FY2023-CN, in the amount of \$510,526, which will extend the court diversion and pretrial services being provided by the BCJC to June 30, 2024, and to authorize CEDO Director, Brian Pine to sign the grant agreement, and all other documents necessary to implement the grant, subject to the review and approval of the City Attorney's Office
Subject	4.7. Contract Renewal for ESRI GIS Services - I&T
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. Consent Agenda
Department	Innovation & Technology
Type	Action (Consent)
Recommended Action	<i>to approve and recommend that the City Council approve and authorize the Chief Innovation Officer to execute a three-year contract with Environmental Systems Research</i>

Institute, Inc. in an amount not to exceed \$120,000 for Geographic Information System services, subject to final review and approval by the City Attorney's Office

Subject	4.8. Reclassification of Emergency Communication Specialists - BPD/HR
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. Consent Agenda
Department	Police Department
Type	Action (Consent)
Recommended Action	move to recommend that the City Council approve the reclassification of the Emergency Communications Specialist position, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15 to Emergency Communications Specialist, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17 position
Subject	4.9. Approval for MuniCap, Inc., FY24 TIF District Administration Consultant Contract - CT/Capital Program
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	move to recommend that City Council approve and authorize the Chief Administrative Officer to enter into an agreement with MuniCap, Inc., for a one-year contract not to exceed \$100,000, for the purposes of providing administrative support for the City's Downtown and Waterfront TIF Districts, subject to final review and approval by the City Attorney's Office
Subject	4.10. Completion of City Hall Fountain Repairs - BPRW (Board of Finance Approval Only)
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize the execution of a contract with Farrington Construction Company, for a price not to exceed \$73,819.00 to complete fountain repair at City Hall, plus a project contingency of \$ 7,381.00 (total request including contingency not to exceed \$ 81,200.00, and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract and any related documents needed to carry out the project, subject to the review of the City Attorney's Office

5. For Approval and Recommendation to the City Council

Subject	5.1. 1. Creation of two (2) new Water Distribution Field Technician positions - DPW/Water Resources/HR
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2. Reclassification of the Water Distribution Working Foreman position - DPW/Water Resources/HR

Meeting July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM

Category 5. For Approval and Recommendation to the City Council

Department Public Works Department - Water Resources

Type Action

Recommended Action to recommend that City Council approve the:
1. Creation of two (2) Water Distribution Field Technician positions, Regular, Full-time, Non-Exempt, AFSCME, Grade 15, roles in the Department of Public Works.
2. Reclassification and retitling of the two (2) Water Distribution Working Foreman, Regular, Full-Time, Non-Exempt, AFSCME, Grade 16, roles to Water Distribution Working Foreperson, Regular, Full-time, Non-Exempt, AFSCME, Grade 17, roles in the Department of Public Works, retroactive to January 24, 2023 and further authorize associated retroactive pay not to exceed \$5,500.

Subject 5.2. Authorization For Public Improvement Bonds For School District Capital Improvements - March 7, 2017 Vote Authorization - CT

Meeting July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM

Category 5. For Approval and Recommendation to the City Council

Department Clerk/Treasurer's Office

Type Action
Resolution

Recommended Action to recommend that the City Council approve the attached resolution

Subject 5.3. Authorization For Capital Public Improvement Infrastructure Bonds - March 1, 2022 Voter Authorization - CT

Meeting July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM

Category 5. For Approval and Recommendation to the City Council

Department Clerk/Treasurer's Office

Type Action
Resolution

Recommended Action to recommend that the City Council approve the attached resolution

Subject 5.4. Authorization For School District Capital Improvement Bonds For Burlington High School - November 8, 2022 Voter Authorization - CT

Meeting July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM

Category	5. For Approval and Recommendation to the City Council
Department	Clerk/Treasurer's Office
Type	Action Resolution
Recommended Action	to recommend that the City Council approve the attached resolution
Subject	5.5. Authorization For Refunding Public Improvement Bonds - CT
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	5. For Approval and Recommendation to the City Council
Department	Clerk/Treasurer's Office
Type	Action Resolution
Recommended Action	to recommend that the City Council approve the attached resolution
Subject	5.6. Authorization For Public Improvement Bonds For Fiscal Year 2024 - CT
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	5. For Approval and Recommendation to the City Council
Department	Clerk/Treasurer's Office
Type	Action Resolution
Recommended Action	to recommend that the City Council approved the attached resolution
Subject	5.7. Re-classification/retitling of one (1) position - BPRW/HR
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	5. For Approval and Recommendation to the City Council
Department	Parks, Recreation, & Waterfront
Type	Action
Recommended Action	to recommend that City Council approve the: ☐ Reclassification and retitling of the Event Planner, a Regular, Full-Time, Non-Exempt, AFSCME, Grade 15, role to Event Manager, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, role in the Department of Parks, Recreation, and Waterfront.
Subject	5.8. Authorization to Execute a Contract with Alert Enterprises for identity management software suite and associated professional services - Airport
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM

Category	5. For Approval and Recommendation to the City Council
Department	Airport
Type	Action
Recommended Action	to approve and recommend to the City Council that the Director of Aviation be authorized to execute a contract with Alert Enterprise, Inc. for \$277,020 over a five-year term with a 20% contingency for a maximum limiting amount of \$332,424 for the provision of and professional services related to an identity management software suite for the Airport Operations Department, subject to the final review and approval by the Office of the City Attorney
Subject	5.9. Authorization to accept grant funds for the operation of the Elmwood Emergency Shelter Community - Housing Opportunity Grant Program SFY 2024 \$1,250,257.00 - CEDO
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	5. For Approval and Recommendation to the City Council
Department	Community & Economic Development Office (CEDO)
Type	Action
Recommended Action	to approve and recommend that the City Council approve the acceptance of SFY 2024 grant funds in the amount of \$1,250,257 from the State of Vermont Housing and Opportunities Program for the operations of the Elmwood Emergency Shelter Community and authorize the Director of CEDO to execute all contracts and documents necessary to accept the funding through the period of June 30th 2024, including retroactive approval for the period of July 1st to July 24th 2023, subject to the final review and approval of the City Attorney's Office
Subject	5.10. Approval to accept Planning Grant Continuum of Care VT-501 & Permanent Supportive Housing Grant Agreements in FY24 VT0030L1T012213 - \$306,080 Shelter Plus Care - New Horizons, September 1, 2023; VT0053L1T012207 - \$248,364 Beacon Place Apartments, September 1, 2023 CoC Planning Grant VT-501 \$32,776, January 1, 2024 - CEDO
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	5. For Approval and Recommendation to the City Council
Department	Community & Economic Development Office (CEDO)
Type	Action
Recommended Action	move to approve and recommend that the City Council approve the acceptance of three U.S. Dept. of Housing and Urban Development Continuum of Care grants (VT0030L1T012213, VT0053L1T012207, CoC Planning Grant VT-501) to begin in FY24 and authorize the Director of CEDO to execute all documents necessary to accept the total funding of approximately \$600,000 from HUD, subject to the review and approval of the City Attorney's Office
Subject	5.11. Creation of Executive Manager for the Police Department - Police/HR

Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	5. For Approval and Recommendation to the City Council
Department	Police Department
Type	Action
Recommended Action	to approve and recommend that the City Council approves the creation of the position of Executive Manager for the Police Department, a Regular, Full-time, Exempt, Non-Union, Grade 21 position
Subject	5.12. City Hall Elevator Modernization - BPRW
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	5. For Approval and Recommendation to the City Council
Department	Parks, Recreation, & Waterfront
Type	Action
Recommended Action	to approve and recommend that the City Council approve and authorize the execution of a contract with Mack Brothers Elevator LLC, for a price not to exceed \$135,609.45, to provide services related to the modernization of City Hall's elevator, plus a project contingency of \$13,560.00 (total request including contingency not to exceed \$149,169.45), and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office
Subject	5.13. City Hall Exterior Restoration - BPRW
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	5. For Approval and Recommendation to the City Council
Department	Parks, Recreation, & Waterfront
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the execution of a contract with Heritage Environmental Projects, Inc., for a price not to exceed \$128,870.00, to complete exterior restoration at City Hall, plus a project contingency of \$12,887.00 (total request including contingency not to exceed \$141,757.00), and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office
Subject	5.14. Replacement Remote Sump Tank for City Hall - BPRW
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	5. For Approval and Recommendation to the City Council
Department	Parks, Recreation, & Waterfront

Type	Action
Recommended Action	to approve and recommend that the City Council approve and authorize the execution of a contract with Energy Efficient Investments, Inc., for a price not to exceed \$182,662.00, to replace the remote sump tank in City Hall, plus a project contingency of \$18,662.00 (total request including contingency not to exceed \$200,928.00), and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office
Subject	5.15. Exterior Temporary Fencing for Memorial Auditorium - BPRW
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	5. For Approval and Recommendation to the City Council
Department	Parks, Recreation, & Waterfront
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the execution of a contract with Waterman Siteworks, LLC, for a price not to exceed \$119,750.00, to complete exterior temporary fencing at Memorial Auditorium, plus a project contingency of \$11,975.00 (total request including contingency not to exceed \$131,725.00), and to authorize Cindi Wight, Director of Parks, Recreation and Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office

6. Adjournment

Subject	6.1. Motion to adjourn
Meeting	July 17, 2023 - Board of Finance Meeting - Monday, July 17, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	6. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

**BURLINGTON BOARD OF FINANCE
BUSHOR CONF. ROOM, FIRST FLOOR, CITY HALL *OR*
REMOTE MEETING WITH CALL-IN NUMBER
BURLINGTON, VERMONT
MINUTES OF MEETING
DRAFT
June 12, 2023**

MEMBERS PRESENT:

Ali Dieng (via Zoom)
Joe Magee
Mark Barlow
Miro Weinberger

OTHERS PRESENT:

Katherine Schad
Jordan Redell
Samantha Dunn
Michael LaChance
Kerin Durfee
Phillip Peterson
Laura Wheelock
Lee Perry
Chapin Spencer
Jeff Padgett
Nicole Losch

1.0 CALL TO ORDER and AGENDA

Mayor Weinberger called the Board of Finance meeting to order at 5:06 PM.

MOTION by Councilor Magee, SECOND by Councilor Barlow, to adopt the agenda.

VOTING: unanimous; motion carries.

2.0 PUBLIC FORUM (VERBAL)

2.01 Verbal Comments

Sharon Bushor expressed concern about the balance between compensating City employees fairly and what the residents of Burlington can afford in terms of salaries and benefits for City employees. She noted that many residents don't have salaries or benefits packages, and that

the process can potentially be encouraging residents to live elsewhere, as affordability is a huge issue. She also expressed concern about the potential burden on the retirement system.

3.0 CONSENT AGENDA

3.1 Draft Minutes for May 15, 2023 Special Board of Finance Meeting – approve the minutes.

3.2 Draft Minutes for May 30, 2023 Board of Finance Meeting – approve the minutes.

3.3 Budget Neutral Amendment – Human Resources (Board of Finance Approval Only) – approve and authorize the Chief Administrative Officer to effectuate a budget neutral amendment, moving \$28,728.37 from Professional and Contractual Services 101-08-000.6355 to Recruitment 101-08-000.6500_118 within the FY23 budget for the Human Resources Department.

3.4 Authorization to Accept Grant Award from T-Mobile Hometown Grant for Champlain Street Park – BPRW (Board of Finance Approval Only) – to approve and authorize the Director of BPRW to accept the grant award of \$50,000 from T-Mobile and execute all necessary documents thereto upon final review and approval of the Chief Administrative Officer and the City Attorney's office; and to approve and authorize the Director of BPRW to accept the grant award of \$25,000 from King Street Neighborhood Revitalization Corporation and execute all necessary documents thereto upon final review and approval of the Chief Administrative Officer and the City Attorney; and to approve and authorize the Director of BPRW to accept the grant award of \$7,249 from VCOEO and execute all necessary documents thereto upon final review and approval of the Chief Administrative Officer and the City Attorney's Office.

3.5 Request for Authorization of a Budget Neutral Amendment to the FY2023 Patrick Leahy Burlington International Airport AIP-125 Project Budget in the Amount of \$1,050,000 – Airport – authorize and recommend that the City Council authorize a budget neutral amendment to the FY2023 Patrick Leahy Burlington International Airport budget to increase Federal Grant Revenue by \$93,965 and Interfund Transfer Proceeds by \$126,035, and to increase Capital Expenditures by \$1,050,000, for a total increase of overall expenditures by \$1,050,000.

MOTION by Councilor Magee, SECOND by Councilor Dieng, to adopt the consent agenda and take the actions indicated for items 3.1-3.5.

VOTING: unanimous; motion carries.

4.0 FOR APPROVAL AND RECOMMENDATION TO CITY COUNCIL

4.1 Authorization To Apply To Downtown Sales Tax Reallocation Program Re The Howard Plant Project – 176 South Winooski Avenue – CEDO Assistant Director Dunn provided an overview of the project, noting that it is the site of the current VFW post and that the City has an agreement to redevelop the site into 38 units of housing and commercial spaces. She noted that the site is a brownfield with a corrective action plan. She noted that 11 of the units will be for those exiting homelessness, 5 of which will be for veterans. She said that this fits well within the Main Street Great Streets project.

Assistant Director Dunn spoke briefly about the sales tax reallocation program, saying that it takes a portion of sales tax and allows the City to access it. She said that the City applies for the funding in partnership with a developer and that the funding can go toward public improvement. She said that they would be able to use this for new sidewalks and trees and would extend those improvements into the Main Street Great Streets project.

Councilor Barlow asked if this property is being added for the allocation, and Assistant Director Dunn said that every property is eligible for this allocation. Assistant Director Dunn added that the program is run for downtowns in the State and is based on the amount of sales tax that certain construction materials would generate. She said that this would be requesting the State to take their portion of the sales tax and

reinvest it in public improvements like stormwater, sidewalks, landscaping, etc. She noted that the program has a once-a-year application and that applications are due in July.

MOTION by Councilor Dieng, SECOND by Councilor Magee, to recommend that the City Council approve the attached resolution.

VOTING: unanimous; motion carries.

4.2 Authorization To Apply To Downtown Sales Tax Reallocation Program Re CityPlace Project – 75 Cherry Street – CEDO

MOTION by Councilor Magee, SECOND by Councilor Barlow, to recommend that the City Council approve the attached resolution.

VOTING: unanimous; motion carries.

4.3 Fire Leadership Pay Scale (FLPS) – Fire

Fire Chief LaChance provided context for this request, noting that the separation between Fire Department leadership pay and union pay resulted in a compression factor between the lowest paid non-union employee (Battalion Chief) and the highest-paid union employee (Captain), in turn resulting in difficulty recruiting for these roles. He said that they are proposing to permanently correct this issue by making wage scale adjustments consistent between leadership and union employee positions.

Councilor Dieng expressed discomfort with this proposal, saying that he does not think the City can afford it at this juncture, especially the retroactive pay that puts pressure on the FY23 budget. Fire Chief LaChance said that this conversation started in 2022 and that staff have been anticipating it for almost a year, and that some form of retroactive pay signals to staff that the Fire Department supports them.

Chief Administrative Officer Schad noted that there seem to be two distinct issues here, which are the City's retroactive pay policy and more generally the disparity between compensation structures for the union and non-union police positions. HR Director Durfee said that this has been an issue for at least a year now. She noted that compression over time is a management issue, not an issue with any of the positions or the quality of their work. She said that one of the goals related public safety for the City is retention within the Fire Department and that a fully-staffed Fire Department is imperative for the City.

MOTION by Councilor Magee, SECOND by Councilor Barlow, to approve and recommend that the City Council approve and authorize the wage scale adjustments to the Fire Leadership Pay Scale for Burlington Fire Department Command staff, comprised of the positions of Battalion Chief and Deputy Chief, as further detailed in the above proposed tables; and allow future wage adjustments to be consistent with BFFA annual COLA increases, and, further authorize back wages to be paid according to such revised Pay Scale, effective retroactively to January 1, 2023.

VOTING: 3-1 (Councilor Dieng dissenting); motion carries.

4.4 CY22 Street Reconstruction Program Contract Amendment for Paving Work on Flynn Avenue – DPW

Public Works Engineer Peterson noted that this amendment is the result of an additional unanticipated expense for the Birchcliff Parkway paving project in 2022, as it was discovered that the roadway had 1.5 inches of base course rather than the standard 3 inches of asphalt. This resulted in the adjustment to asphalt thickness for 11 residents' driveway aprons to ensure proper drainage and thickness.

MOTION by Councilor Dieng, SECOND by Councilor Barlow, to approve and recommend that the City Council authorize the Director of Public Works to execute an amendment to the Calendar Year 2022 Street Reconstruction Program contract with S.D. Ireland Brothers to effect a maximum limiting amount increase of \$93,990.97 to the previously authorized contract expenditure limit with S.D. Ireland of \$2,979,535.11, for a total authorized maximum contract expenditure of \$3,073,526.08, provided that all these authorizations are contingent on the contract and any amendment thereto having the prior approval of the City Attorney and Chief Administrative Officer.

VOTING: unanimous; motion carries.

4.5 CityPlace Public Improvements Construction Costs – DPW

Senior Engineer Wheelock said that this is for public improvements associated with Pine Street and St. Paul Street between Cherry and Bank Streets, through the CityPlace project and ARDA 2.0. She noted that S.D. Ireland is the contractor for this work. She noted that the public improvements include construction of a new street, decorative lighting, benches, and bike racks, landscaping, stormwater collection, and curbs and sidewalks.

MOTION by Councilor Barlow, SECOND by Councilor Magee, to approve and recommend that the City Council accept the construction costs of the Public Improvements by S.D. Ireland Brothers, Inc.; and, authorize payment for such construction costs in an amount not greater than \$11,600,624 with an additional authorized contingency of \$1,903,299, for a total authorized expenditure for such construction costs not to exceed \$13,503,923, subject to necessary review and approval by the Chief Administrative Officer and in accordance with ARDA 2.0.

VOTING: unanimous; motion carries.

4.6 FY24 Vehicle Purchase Recommendation – DPW

Division Director Perry said that this is the proposed FY24 Fleet Purchasing List, which was proposed to the TEUC at its May meeting, and noted that it contains 7 vehicles recommended for purchase. He noted that the list is lower than it has been in the past, due to lack of funding in the General Fund budget (and that no vehicles will be purchased through the General Fund, but through several enterprise/special revenue funds).

Councilor Dieng asked why vehicles newer than 8 years old are being replaced. Division Director Perry replied that with electric vehicles, they have shortened the life cycle so that the vehicle will be more valuable as a trade-in. He said that they have 5-year, 7-year, and 10-year cycles, depending on the vehicles. He also noted high impacts of inflation on maintenance costs. Councilor Dieng asked if there are vehicles on the list that could be kept for 2 or 3 more years. Division Director Perry replied that a number of the vehicles are older and may potentially not pass inspection.

Councilor Barlow acknowledged the work that has been done to try and extend the life of vehicles on its deferred list, and noted that the TEUC will be discussing longer-term sustainability strategies in the coming months.

MOTION by Councilor Barlow, SECOND by Councilor Magee, to 1. Approve and recommend the City Council approve the proposed FY24 Fleet Purchasing List as detailed in Attachment F, and authorize purchase of the vehicles listed therein, for a total authorized expenditure in the amount of \$517,000.00; and, 2. Approve and recommend that the City Council authorize the

Department of Public Works, to auction the FY24 replaced vehicles/equipment through various online public auctions; or, to trade in such vehicles/equipment to the vendor where replacement(s) are purchased; or, if such auction and/or trade-in is unsuccessful or not financially feasible, to arrange for such vehicles/equipment to be hauled away for scrap at the current market price.

VOTING: unanimous; motion carries.

4.7 195-201 Flynn Avenue 2019 Second MOU Extension – DPW

Director Spencer said that the City has been working with Chittenden Solid Waste District on two issues: a drop-off center for the public and to unite and improve the City's soil management operations at two locations. He said that they are working with CSWD on a purchase and sales agreement for 195-201 Flynn Avenue, but noted that the CSWD Board of Managers has requested more time and an extension so that they may conduct an appraisal of the site. He said that they are seeking to extend the MOU (at no cost) for 3 months.

MOTION by Councilor Magee, SECOND by Councilor Barlow, to approve and recommend the City Council approve a three-month, term-only, no cost extension of the Second 2019 Chittenden Solid Waste District – City of Burlington Memorandum of Understanding through September 30, 2023, and authorize the Mayor to execute said agreement subject to the review and approval of the City Attorney's Office.

VOTING: unanimous; motion carries.

4.8 FY24 Traffic Markings Contract Award Request – DPW

Division Director Padgett said that this is for the FY24 traffic markings contract, which includes white lines, yellow lines, and bicycle lane markings. He said that this had previously been awarded on a calendar year basis (awarded in spring for summer through fall activities), but they have shifted to awarding on a fiscal year basis (awarded in spring for July through June activities), which allows for marking activities to begin in the spring after street cleaning is conducted.

Councilor Magee asked whether crosswalks are included in this scope of work, and Division Director Padgett replied that crosswalks are not in this scope, and that the City typically uses seasonal workers in summer to repaint sidewalks.

Councilor Dieng asked

MOTION by Councilor Dieng, SECOND by Councilor Magee, to approve and recommend that City Council authorize the Director of Public Works to execute a contract with L&D Safety Markings for a maximum limiting amount of \$154,804.43 for pavement marking, subject to review and approval by the City Attorney's Office.

VOTING: unanimous; motion carries.

5.0 PRESENTATION

5.1 FY23 Grant Summary in Preparation for FY24 Budget – C/T

Mayor Weinberger noted that the City had created several new positions over the past several years to help monitor and oversee grant and other funding opportunities. He noted that during budget review, Councilors had had questions about the number of grants that the City is currently pursuing or receiving, and that the grants team has put together an overview of current grant status.

Grants Director Losch said that the Grants Team is primarily focused on funding opportunities at the federal level, with the goal of reducing financial burden on the General Fund. She said that these grants tend to focus on infrastructure, public health, and facilities, and also support underfunded projects or programs. She noted interdepartmental grant efforts in a number of departments. She provided an overview of the grant activity in FY23, which included grant requests of \$67.9 million, 58% of which were transportation related. She noted that \$1.5 million has been awarded in State and federal grants and that \$26.5 million in grants are pending announcements. She spoke about anticipated opportunities in the upcoming year related to transportation, equity/community, and facilities. She noted challenges over the last year, which include struggling to find local match, staff capacity, and limited opportunities that match specific needs. She also noted opportunities for the next year. She spoke about next steps, including more preparation for Congressionally Directed Spending requests, more communication between departments to present grant updates, developing a grant award database, improving announcements of funding opportunities, and continuing to identify non-cash match strategies.

Councilor Barlow asked if there is funding earmarked for local match. Grants Director Losch replied that there is money earmarked in the capital budget for local match for grants. Councilor Barlow asked how the grants team is working with the State legislative delegation. Grants Director Losch replied that the grants team does not work directly with the legislative delegation, but rely on department directors to help liaise with legislators. She noted that at the federal level, they work to ensure that the Congressional delegation is aware of grant applications that have been submitted. Councilor Barlow asked for more detail on the facility information data that the grants team is collecting, and Grants Director Losch provided further detail.

Councilor Dieng asked whether the grants team needs more capacity. Grants Director Losch replied that the grants team doesn't have capacity to tap into philanthropy, or non-state/federal grants, and that additional staffing could help realize opportunities for grants or funding in that area. She also noted that managing grants is administratively burdensome. Councilor Dieng asked for more information on how the grants team works with the enterprise departments, which Grants Director Losch provided.

6.0 PRESENTATION OF CAO'S FY24 BUDGET

6.1 Presentation of Chief Administrative Officer's Fiscal Year 2024 Budget

Chief Administrative Officer Schad began by providing context for the FY24 budget that is being submitted. She noted challenges around increases in public safety personnel costs, vehicle fleet costs, and COLA increases, as well as general inflationary pressures. She summarized the General Fund budget, which represents a 3-4% increase over last year's budget, and that the accompanying municipal tax rate increase is 6.2% (from \$0.7082 to \$0.7523). She noted that the impact of this on the median homeowner (of a \$370,000 home) represents a \$13.60 monthly increase in total municipal taxes.

Chief Administrative Officer Schad then spoke about changes to the GF budget since June 1st. These include increasing the CA budget for legislative representation by \$25,000, restoration of the VNA line item of \$116,699 (which was inadvertently left out of the initial budget presentation), an increase in funding for Turning Point of \$13,450, an increase in the BTV CARES (formerly CAHOOTS) budget of \$65,000 and moving it to the BPD budget, and increased contingency from \$100,000 to \$175,000. She also provided updates to the additional increases that were discussed at the May 30th Board of Finance meeting.

Chief Administrative Officer Schad then provided a summary of the breakdown of proposed FY24 revenues and expenses by department. These include 69% of revenues in the non-departmental budget (which includes property taxes), and 6% of revenues in Public Works (DPW) and Parks & Recreation (BPRW), 5% in Clerk Treasurer revenue, 4% of revenues in Fire and Permitting & Inspections, 3% of revenues in Other, and 2% of revenues in each the Police Department and Burlington City Arts. She then provided the same breakdown but for proposed

FY24 expenses. She noted non-department expenses at around 20% of the budget (which includes a variety of items), public safety (fire and police) expenses at 34%, DPW and BPRW at 19%, and then smaller percentages for other departments.

Chief Administrative Officer Schad spoke about next steps related to passing the FY24 budget. These include the Mayor submitting the proposed budget to the City Council on June 15, the City Council meeting to discuss the budget on June 20th, and then potential passage of the budget at the City Council's subsequent meeting on June 26th.

Chief Administrative Officer Schad spoke about looking ahead to FY25. She noted a number of challenges with the FY24 budget that will intensify in FY25 and beyond, particularly the unsustainability of relying on cuts and one-time funds. She spoke about a number of strategies for approaching a tougher budget cycle for FY25, and noted that fiscal monitoring will be imperative.

Councilor Dieng said that the City should do more to try and reduce the fiscal impact on taxpayers of this budget, given that water rates, electricity rates, and recycling rates are also increasing. Councilor Magee said it would be helpful if the City could give the full picture of financial impact to residents when communicating about the budget for FY24.

7.0 ADJOURNMENT

7.01 Motion to Adjourn

With no further business and without objection the meeting was adjourned at 6:52 PM.

RScty: AACoonrad

**BURLINGTON BOARD OF FINANCE
SPECIAL MEETING
BUSHOR CONF. ROOM, FIRST FLOOR, CITY HALL *OR*
REMOTE MEETING WITH CALL-IN NUMBER
BURLINGTON, VERMONT
MINUTES OF MEETING
DRAFT
June 26, 2023**

MEMBERS PRESENT:

Karen Paul
Joe Magee
Mark Barlow
Miro Weinberger

OTHERS PRESENT:

Katherine Schad
Jordan Redell
Chapin Spencer
Jeff Padgett
Sarah E Carpenter
Zoraya Hightower

1.0 CALL TO ORDER and AGENDA

Chief Administrative Officer Schad called the Board of Finance meeting to order at 5:05 PM.

MOTION by City Council President Paul, SECOND by Councilor Barlow, to adopt the agenda.

VOTING: unanimous; motion carries.

2.0 PUBLIC FORUM (VERBAL)

2.1 Verbal Comments
None.

3.0 FOR APPROVAL AND RECOMMENDATION TO CITY COUNCIL

3.1. Authorization Of Parking Revenue Financing For The Department Of Public Works – DPW
Division Director Padgett noted that this item is for a \$750,000 revenue bond to repair the Downtown Garage and Marketplace Garage, including work to replace the stair tower on the Downtown Garage and beam, deck, and concrete repair in the Marketplace Garage. He noted

that these repairs were completed using capital expenses from the General Fund with the understanding that a debt instrument for the parking facilities fund would be secured to pay back the General Fund.

City Council President Paul expressed concern that repaying the bond loan in a three-year period may not be feasible. Mayor Weinberger replied that the City will be able to control future revenues through policy decisions that could generate increases in those revenues. He said that if revenues don't recover organically on their own, the City has policy levers to increase them. He noted that DPW will return to the Board of Finance and City Council within the next 3-6 months to present a roadmap and plan to rebuild the financial health of the Traffic Fund and Parking Facilities Fund, recognizing that they were hard hit by the pandemic and that revenues are not picking back up to pre-pandemic levels.

Councilor Barlow asked about the mechanics about the repayment of the bond. Division Director Padgett replied that there will be interest payments in Years 1 and 2 of repayment and then repayment of principal plus interest in Years 3 through 5 of the repayment terms.

MOTION by Councilor Barlow, SECOND by Mayor Weinberger, to recommend that the City Council approve the attached resolution.

VOTING: unanimous; motion carries.

3.2. Annual Appropriation And Budget For Fiscal Year Beginning July 1, 2023 And Ending June 30, 2024 - Mayor Weinberger
City Council President Paul spoke about the current proposed gap between revenues and expenses, saying that there are opportunities to find an additional \$290,000 without affecting the public safety funding, funding for positions, or funding for streets (which are all high priorities). She said that for example, line 7850 (contingency) in FY19 was around \$3,000 and was budgeted at \$100,000 for FY23 and only \$22,000 has been spent. She said that for FY24, the line-item contingency is \$175,000, and asked why it can't be level-funded at \$100,000 for FY24. She said that it would set an incredible tone if the City can bridge this gap through creative ways. Councilor Magee said that he thinks it will be difficult to find a solution at this 11th hour without knowing the impacts that any additional changes would have. Mayor Weinberger replied that this has been the most challenging budget year he has had to oversee, given historic inflation, volatility, and revenue shortfalls related to the pandemic. He spoke about the difficulty of shifting funding for equity investments to sustainable sources, as federal supports and funding are drying up. He said that this budget continues to advance the City and community in many ways, as well as the efforts to rebuild public safety and improve infrastructure. He noted that in terms of the contingency example, the line item has been up to \$500,000 in some years, and it was proposed at \$175,000 recognizing continued volatility, inflationary pressures, and workforce challenges for FY24.

MOTION by Councilor Barlow, SECOND by City Council President Paul, to recommend that the City Council approve the attached resolution.

DISCUSSION:

- **Councilor Magee recognized that this has been a challenging budget year, citing cost-of-living increases, a number of grants where local match fund sources haven't been secured, and other examples. He appreciated the efforts to develop a budget that does not cut staff or services, but said he cannot support a budget that includes tax increases and that the City needs to urgently look into more sustainable ways of balancing its budget without overburdening residents through property taxes. Mayor Weinberger clarified that Councilor Magee's lack of support is due to the \$0.005 increase in the street tax. He noted that with the initial budget, the deficit for street patching would have been \$450,000, and this increase would bring that deficit to around \$200,000, and would allow for triaging for patching where it is most needed. He noted that the impact on the average property bill (on a \$370,000 home) would be \$1.50 per month.**

VOTING: 3-1; motion carries (Councilor Magee dissenting).

3.3. Annual Tax Assessments On The Property Grand List Of The City For The Fiscal Year Beginning July 1, 2023 And Ending June 30, 2024 - Mayor Weinberger

MOTION by Councilor Barlow, SECOND by City Council President Paul, to recommend that the City Council approve the attached resolution.

VOTING: 3-1; motion carries (Councilor Magee dissenting).

Councilor Carpenter spoke about a resolution Councilor Magee submitted a year ago asking for the City to conduct an analysis of property taxation and how the homestead income sensitivity at the State level relates to Burlington. She noted that around 70% of citizens get some sort of subsidy at the State level, and she said that the cutoff for a significant homestead credit is \$90,000 per year. She said that the City needs to understand how that matches up with Burlington residents. Mayor Weinberger said that the proposed FY24 budget will fund studies to examine operational efficiencies, the fleet, opportunities through CEDO and HUD, and a property tax equity study.

4.0 ADJOURNMENT

4.1 Motion to Adjourn

With no further business and without objection the meeting was adjourned at 5:52 PM.

RScty: AACoonrad



BURLINGTON
PARKS
RECREATION
WATERFRONT

MEMO

Date: July 17, 2023

To: Board of Finance

From: Dan Cahill, Cindi Wight and Scott Gustin

RE: Conservation Legacy Fund Adaptations

Request

Reallocate funding and establish a third category for the Conservation Legacy Fund. In addition to the existing funding categories for land acquisition and stewardship, include a new category for nature-based climate solution work. Present allocations are 70% for land acquisition and 30% for stewardship. As proposed, allocations would be 40% for land acquisition, 30% for stewardship, and 30% for nature based climate solution work.

Background

In 2022, the City Council unanimously adopted an addendum to the city's Open Space Protection Plan focused on nature based climate solutions. That adopted plan includes a matrix with a number of implementation strategies. With this plan and the recent correction to fully fund the Conservation Legacy Fund, there is opportunity now to enhance Burlington's climate action with reallocated monies from the Legacy Fund to support the implementation of nature based climate solutions in addition to land acquisition and stewardship. Legacy Fund monies for nature-based climate solutions work would be disbursed via a proposed local grant program.

Details are provided in the attachments. The changes requested here were approved by the Conservation Board on December 5, 2022; by the Parks Commission on December 13, 2022; and the Parks, Arts, and Culture Committee on July 6, 2023.

Attachments

- Legacy Fund memo
- Proposed revision to Legacy Fund distribution and use language
- Proposed draft grant structure outline

Board of Finance Motion

To approve and recommend that the City Council amend the Conservation Legacy Fund policy to create a new funding category for "Nature-Based Climate Solutions," and adjust the



Conservation Legacy Fund’s disbursement percentages to 30% for stewardship, 40% for acquisition, and 30% for nature-based climate solutions work, subject to review by the City Attorney’s Office.

VI. Distribution and Use of the Conservation Legacy

Fund (original language)

- All disbursements of principal, interest, or other assets of the Conservation Legacy Fund shall only be made in furtherance of the public purposes set out in Section I and II.
- The Conservation Legacy Fund shall have 2 categories of disbursements:
 - **(Acquisition Funds)** A joint recommendation to the Mayor from the Conservation Board and the Parks & Recreation Commission shall be made on a case-by-case basis for the disbursement of Conservation Legacy Fund monies for the acquisition of land, interests in land, and associated costs identified as for permanent protection in the City of Burlington.
 - Expenditures may be made to any form of nonprofit corporation, municipal corporation, state or federal government agency, for-profit corporation, estate, trust, Partnership or individual.
 - **(Capacity Funds)** During each year, the Conservation Board and the Parks & Recreation Commission shall jointly recommend to the Mayor a disbursement from the Fund to the Burlington Conservation Legacy Program for the purposes of Land Acquisition Planning, Stewardship, and Conservation Education for inclusion in the annual budget resolution.
 - No more than 30% of the annual tax revenue generated by the Fund shall be used to support the Program's annual operations.
- The Burlington City Council shall make the final approval of the annual budget, all loans and grants received, and all disbursements of principal, interest or other assets of the Fund upon the recommendation of the Mayor. The operations of the Fund shall be subject to all City purchasing and expenditure rules and procedures, and any staff shall be assigned for human resource administration purposes to the Parks and Recreation Department.

VI. Distribution and Use of the Conservation Legacy

Fund (adapted language)

- All disbursements of principal, interest, or other assets of the Conservation Legacy Fund shall only be made in furtherance of the public purposes set out in Section I and II.
- The Conservation Legacy Fund shall have 2 categories of disbursements:
 - **(Acquisition Funds)** A joint recommendation to the Mayor from the Conservation Board and the Parks & Recreation Commission shall be made on a case-by-case basis, for the disbursement of Conservation Legacy Fund monies for the acquisition of land, interests in land, and associated costs identified as for permanent protection in the City of Burlington.
 - Expenditures may be made to any form of nonprofit corporation, municipal corporation, state or federal government agency, for-profit corporation, estate, trust. Partnership or individual.
 - **(Capacity Funds)** During each year, the Conservation Board and the Parks & Recreation Commission shall jointly recommend to the Mayor a disbursement from the Fund to the Burlington Conservation Legacy Program for the purposes of Land Acquisition Planning, Stewardship, Nature Based Climate Adaptation and Conservation Education for inclusion in the annual budget resolution.
 - No more than 30% of the annual tax revenue generated by the Fund shall be used to support the Program's annual operations.
 - No more than 30% of the annual tax revenue generated by the Fund shall be used to support the community wide climate adaptation work as outlined by the 2022 Nature Based Climate Solutions, addendum to the Open Space Protection Plan.
- The Burlington City Council shall make the final approval of the annual budget, all loans and grants received, and all disbursements of principal, interest or other assets of the Fund upon the recommendation of the Mayor. The operations of the Fund shall be subject to all City purchasing and expenditure rules and procedures, and any staff shall be assigned for human resource administration purposes to the Parks and Recreation Department.
- All Funds not spent in any fiscal year, will roll-over and be available for their specified purposes in future fiscal years.

City of Burlington, Vermont

Nature-Based Climate Solutions Grant Program

- Online informational page about Nature Based Climate Solutions and the grant program
 - Include key grant details as to desired projects, annual theme, deadlines, funding levels, and guidelines as to creating and managing projects.
 - Provide link to separate application (in OpenGov)
 - Coordinate with IT to create
- Annual grant cycle (with possible exception for emergent opportunities at discretion of the Conservation Board Chair)
 - October grant opening
 - November grant submission deadline
 - January grant awards
- Anyone can apply
 - Higher score for group effort / community benefit
 - Property, benefit provided must be in Burlington
- Annual available funding is anticipated to be ~ \$160K
 - Minimum grant award is \$1.5K
 - Aim for at least 10 grant awards per annual grant cycle
 - Encourage matching funds or in-kind work (higher matrix score for matching funds or in-kind work)
 - Up-front project funding following grant award
 - Grant funds disbursed by Parks (as with current practice for acquisition)
 - Need to follow approved accounting practices
- Application structure
 - Establish grant application on OpenGov
 - Managed by Dept. of Permitting & Inspections
 - Accessible, trackable, and reportable
 - Include acquisition applications too
 - Type of grant applications considered
 - Implementation work
 - Operational work for sustained implementation
 - Planning work
 - Application criteria & scoring matrix used in evaluation of applications
 - Scoring criteria based on Implementation Matrix in Open Space Addendum
 - Consider matching funds, including in-kind work (higher score for matching funds / in-kind work)
 - Consider community involvement (higher score for group effort / community benefit)
 - Consider annual theme
- Application review (be cognizant of conflicts of interest in any event)
 - Preferred option
 - Request City Council approval of a block of funding on an annual basis and leave the grant awards to Conservation Board and Parks Commission.

- Alternative option: Same structure as exists for Legacy Fund acquisition expenditures
 - Open Space Subcommittee
 - Conservation Board
 - Parks Commission
 - City Council
- Awarded grant time limits
 - One year, from date of funding disbursements
 - Possible 1-year extension if requested by grantee prior to expiration
- Grant closure / follow up
 - Documentation provided by grant awardee to Conservation Board and Parks Commission demonstrating implementation of grant project prior to 1-year expiration (or extension)
 - Project completion report
 - Photos
 - Other?
 - Possible site visits by Parks' staff (land steward) during project implementation phase
- Grant agreement required for performance (draft under review by City Attorney's Office)
 - Executed by grantee and Parks following grant award and prior to disbursement of funds
 - Articulate grant performance expectations and what happens if work not done (i.e. request money back, impact on future grant applications, etc.)
 - Disburse funds prior to commencement of each project milestone (articulated in application)
 - Specify that photos of the project work can be used in promotion of the grant program

Board of Finance and City Council Submission Checklist

Department: Permitting & Inspections Submitter: Scott Gustin

Title/Subject: Conservation Legacy Funding

	Approval:	Meeting Date:
☐	Board of Finance	7/17/2023
☐	City Council	7/24/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/5/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	N/A	Click or tap to enter a date.	Informed 5/23/23, 6/22/23, & 7/7/23
Board/Commission, if required	Yes	12/5/2023	Conservation Board and Parks Commission
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/7/2023	Klye Clauss
CAO has reviewed budget, financing, and memo	N/A	Click or tap to enter a date.	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	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?	Yes	Parks, Arts, & Culture Committee



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401

(802) 865-7144 • (802) 865-7024 (FAX)

www.burlingtonvt.gov/cedo

MEMORANDUM

To: Board of Finance/City Council
From: Brian Pine, CEDO Director
Rachel Jolly, Assistant Director, Community Justice Center
CC: Mayor Miro Weinberger
Katherine Schad, Chief Administrative Officer
DATE: July 17, 2023
RE: Department of Corrections Grant: “Safer Communities” (Grant Amendment # 03520-1542)

This is a request from CEDO’s Community Justice Center (CJC) for Board of Finance and City Council approval of a Safer Communities Grant Amendment in the amount of \$347,805 to be expended between July 1, 2023 and June 30, 2024. The purpose of this grant is to develop and provide local restorative crime, conflict and dispute resolution services and offender reentry services. This funding supports 3.15 FTEs, spread over 9 staff members, to deliver Restorative Justice Panels, the Circles of Support and Accountability program, and various reentry services. This is a continuation of our oldest contract, dating back to 1999.

The projected operating budget is \$379,905 for the fiscal year, with \$347,805 coming from the DOC and \$32,100 coming from the City as a match. This represents an 8% increase of the FY23 grant from the Department of Corrections, and is thanks to legislative advocacy the CJC’s made this past year as it relates to cost of living increases and the Justice Reinvestment Act. The match for their grant was included in our FY24 budget, using a portion of the City’s General Fund.

Please see the attached grant for more information. Please do not hesitate to contact me with any questions.

Board of Finance Motion: Move to approve and recommend that the City Council approve and: 1) authorize the CEDO Director to accept and execute a second amendment to State Grant #03520-1542 in the amount of \$347,805 for FY24, and 2) authorize the CAO or their designee to effectuate any budget amendments necessary to reflect the necessary changes to the FY24 budget lines associated with the grant.

City Council Motion: Move to approve and 1) authorize the CEDO Director to accept and execute a second amendment to State Grant #03520-1542 in the amount of \$347,805 for FY24, and 2) authorize the CAO or their designee to effectuate any budget amendments necessary to reflect the necessary changes to the FY24 budget lines associated with the grant.

Thank you.

STATE OF VERMONT GRANT AGREEMENT					Part 1-Grant Award Detail		
SECTION I - GENERAL GRANT INFORMATION							
¹ Grant #: 03520-1542				² Original ☐		Amendment # ☐ 2	
³ Grant Title: Community and Restorative Justice Services							
⁴ Amount Previously Awarded: \$326,000.00		⁵ Amount Awarded This Action: \$347,805.00		⁶ Total Award Amount: \$673,805.00			
⁷ Award Start Date: 07/01/2022		⁸ Award End Date: 06/30/2024		⁹ Subrecipient Award: YES ☐ NO ☒			
¹⁰ Vendor #: 0000002678		¹¹ Grantee Name: Burlington, City of					
¹² Grantee Address: City Hall, 149 Church Street							
¹³ City: Burlington				¹⁴ State: VT		¹⁵ Zip Code: 05401	
¹⁶ State Granting Agency: AHS / Department of Corrections						¹⁷ Business Unit: 03520	
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: \$67,380.50		Description: 10% annual match			
²⁰ If this action is an amendment, the following is amended: Amount: ☒ Funding Allocation: ☐ Performance Period: ☒ Scope of Work: ☐ Other: ☐							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
²¹ Grantee DUNS #:			²² Indirect Rate: %		²³ FFATA: YES ☐ NO ☐		
²⁴ Grantee Fiscal Year End Month (MM format):			(Approved rate or de minimis 10%)		²⁵ R&D: ☐		
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type		²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions		
General Fund		\$326,000.00	\$347,805.00	\$673,805.00			
Special Fund				\$0.00			
Global Commitment (non-subrecipient funds)				\$0.00			
Other State Funds				\$0.00			
FEDERAL FUNDS (includes subrecipient Global Commitment funds)					Required Federal Award Information		
³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$326,000.00	\$347,805.00	\$673,805.00			
SECTION IV - CONTACT INFORMATION							
^{nm} STATE GRANTING AGENCY				^{nm} GRANTEE			
NAME: Chris Barton, VT Department of Corrections				NAME: Brian Pine			
TITLE: Restorative System Administrator				TITLE: CEDO Director			
PHONE: (802) 505-0993				PHONE: (802) 578-6953			
EMAIL: chris.barton@vermont.gov				EMAIL: bpine@burlingtonvt.gov			

AMENDMENT

It is agreed by and between the State of Vermont, Department of Corrections (hereafter called "State") and City of Burlington of Burlington, Vermont (hereafter called "Grantee") that grant #03520-1542 dated June 23, 2022, between said State and Grantee is hereby amended as follows:

- I. To update Maximum Amount, from \$326,000 to \$673,805.
- II. To update Grant Term, from end on 06/30/2023 to end on 06/30/2024.
- III. To update Attachment B Payment Provisions, Page 15, Section 2: to add f-i.
 - f. The State agrees to pay Grantee \$86,951.25 for the period of July 1, 2023, through September 30, 2023.
 - g. The State agrees to pay Grantee \$86,951.25 for the period of October 1, 2023, through Dec. 31, 2023.
 - h. The State agrees to pay Grantee \$86,951.25 for the period of January 1, 2024, through March 31, 2024.
 - i. The State agrees to pay Grantee \$86,951.25 for the period of April 1, 2024, through June 30, 2024.
- IV. To update Attachment B, Payment Provisions, Page 15, Section 5:
 - 5. Grantee is required to provide a 10% annual match, in cash and/or services in kind.

Except as modified by this above amendment, and any and all previous amendments to this grant, all provisions of this grant #03520-1542 dated June 23, 2022, shall remain unchanged and in full force and effect.

The effective date of this amendment is June 30, 2023.

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THE TERMS OF THIS GRANT AS AMENDED.

STATE OF VERMONT

GRANTEE

by:

by:

Nicholas Deml, Commissioner, AHS, DOC

Brian Pine, CEDO Director

bpine@burlingtonvt.gov

City Hall; 149 Church Street, Burlington, VT 05401
(802) 578-6953

APPROVED AS TO FORM:

Assistant Attorney General Date

Board of Finance and City Council Submission Checklist

Department: CEDO/CJC Submitter: Rachel Jolly

Title/Subject: DOC "Safer Communities" FY24 Grant Amendment Approval

	Approval:	Meeting Date:
☒	Board of Finance	7/17/2023
☒	City Council	7/24/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/13/2023	Approved by Todd Rawlings, filling in for Brian
Mayor's Office informed and approved memo	Yes	6/14/2023	Approved
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	6/13/2023	Jared Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/13/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	6/14/2023	Approved
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET · ROOM 32 · CITY HALL · BURLINGTON, VT 05401
(802) 865-7144 · (802) 865-7024 (FAX)

www.cedoburlington.org

MEMORANDUM

To: Board of Finance and City Council
From: Brian Pine, CEDO Director and Rachel Jolly, Assistant Director, CJC
CC: Mayor Miro Weinberger
Katherine Schad, Chief Administrative Officer

DATE: June 26, 2023
RE: Court Diversion Grant #02100-FY24/25-CN

This is a request from CEDO's Burlington Community Justice Center (BCJC) for Board of Finance and City Council approval to accept and execute a one year grant award with the VT Attorney General's office in the amount of \$510,526. The performance period of the grant is for two years—FY24 and FY25 (with two additional one-year extensions) and the current allocation is for one year. The AGO will be issuing an amendment to the FY24/25 grant with the FY25 allocation next June. Please see Attachment B, p. 6, for confirmation that the monetary grant award extends from July 1, 2023 to an end date of June 30, 2024

This grant award enables our fifth year of delivering a variety of court diversion and pretrial services that the BCJC took on starting July 1, 2019: Court Diversion, Youth Substance Awareness and Safety Program (YSASP), the Civil Driving with License Suspended program (DLS), Pre-Trial Services and Tamarack. In FY23, we served approximately 1000 people, offering them restorative alternatives to the court process, rapid referrals to mental health and substance use treatment, screenings and brief interventions for underage drinking and marijuana possession and assistance with regaining drivers' licenses. The grant covers a portion of twelve CJC staff members for a total FTE of 6.06.

Please see the attached grant award for more information.

Board of Finance Motion: To approve and recommend that the City Council approve the acceptance of the State of Vermont Grant Award #02100-FY2023-CN, in the amount of \$510,526, which will extend the court diversion and pretrial services being provided by the BCJC to June 30, 2024, and to authorize CEDO Director, Brian Pine to sign the grant agreement, and all other documents necessary to implement the grant, subject to the review and approval of the City Attorney's Office.

City Council Motion: to approve the acceptance of the State of Vermont Grant Award #02100-FY2023-CN, in the amount of \$510,526, which will extend the court diversion and pretrial services being provided by the BCJC to June 30, 2024, and to authorize CEDO Director, Brian Pine to sign the grant agreement, and all other documents necessary to implement the grant, subject to the review and approval of the City Attorney's Office.

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail		
SECTION I - GENERAL GRANT INFORMATION						
¹ Grant #: 02100-FY24/25-CN			² Original ☒		Amendment # ☐	
³ Grant Title: Court Diversion & Pretrial Services						
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$510,526.00		⁶ Total Award Amount: \$510,526.00		
⁷ Award Start Date: 07/01/2023		⁸ Award End Date: 06/30/2025		⁹ Subrecipient Award: YES ☐ NO ☒		
¹⁰ Vendor #: 0000040096		¹¹ Grantee Name: Burlington City Treasurer				
¹² Grantee Address: Community Justice Center, 200 Church St Ste 101						
¹³ City: Burlington			¹⁴ State: VT		¹⁵ Zip Code: 05401	
¹⁶ State Granting Agency: Attorney General's Office					¹⁷ Business Unit: 02100	
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: Description:				
²⁰ If this action is an amendment, the following is amended: Amount: ☐ Funding Allocation: ☐ Performance Period: ☐ Scope of Work: ☐ Other: ☐						
SECTION II - SUBRECIPIENT AWARD INFORMATION						
²¹ Grantee Identifier [UEI] #:			²² Indirect Rate: %		²³ FFATA: YES ☐ NO ☐	
²⁴ Grantee Fiscal Year End Month (MM format):			(Approved rate or de minimis 10%)		²⁵ R&D: ☐	
²⁶ Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):						
SECTION III - FUNDING ALLOCATION						
STATE FUNDS						
Fund Type		²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions	
General Fund			\$510,526.00	\$510,526.00		
Special Fund				\$0.00		
Global Commitment (non-subrecipient funds)				\$0.00		
Other State Funds				\$0.00		
FEDERAL FUNDS (includes subrecipient Global Commitment funds)					Required Federal Award Information	
³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date
				\$0.00		
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:				
				\$0.00		
Federal Awarding Agency:		Federal Award Project Descr:				
				\$0.00		
Federal Awarding Agency:		Federal Award Project Descr:				
				\$0.00		
Federal Awarding Agency:		Federal Award Project Descr:				
				\$0.00		
Federal Awarding Agency:		Federal Award Project Descr:				
				\$0.00		
Federal Awarding Agency:		Federal Award Project Descr:				
Total Awarded - All Funds		\$0.00	\$510,526.00	\$510,526.00		
SECTION IV - CONTACT INFORMATION						
⁴¹ STATE GRANTING AGENCY			⁴² GRANTEE			
NAME: Willa Farrell			NAME: Rachel Jolly			
TITLE: Court Diversion & Pretrial Services Director			TITLE: CEDO Assistant Director			
PHONE: (802) 371-8375			PHONE: (802) 865-7185			
EMAIL: willa.farrell@vermont.gov			EMAIL: rjolly@burlingtonvt.gov			

Part 2 – Grant Agreement # 02100-FY24/25-CN

1. Parties

This is a Grant Agreement between State of Vermont, Office of the Attorney General, Community Justice Unit, (hereinafter called “State”), and Burlington City Treasurer, Community Justice Center, with a principal place of business in Burlington, VT 05401 (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.

2. Subject Matter

The subject matter of this Grant Agreement is providing Court Diversion and Pretrial Services in Chittenden County.

3. Award Details

Amounts, dates and other award details are as shown in the attached *Grant Agreement Part I-Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.

4. 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.

5. Cancellation

This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.

6. Attachments

This Grant consists of 13 pages including the following attachments that are incorporated herein:

- Grant Agreement-Part 1 – Grant Award Detail
- Attachment A – Scope of Work To Be Performed
- Attachment B – Payment Provisions
- Attachment C – Customary State Grant Provisions

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

By the State of Vermont:

Date: _____
Signature: _____
Name: Robert F. McDougall
Title: Deputy Attorney General

By the Grantee:

Date: _____
Signature: _____
Name: Brian Pine
Title: CEDO Director

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

The purpose of this grant is for Burlington City Treasurer, Community Justice Center, to provide the State of Vermont, Office of the Attorney General with services, in Chittenden County, hereafter "County," in particular: Court Diversion in accordance with 3 V.S.A §163 and §164; Tamarack Program in accordance with 3 V.S.A §164; Youth Substance Awareness Safety Program (YSASP) in accordance with 7 V.S.A §656 and 18 V.S.A §4230b; Civil DLS Diversion in accordance with Act 147 (2011, Adjourned Session); risk assessment, needs screening, and pretrial services in accordance with 13 V.S.A §7554c.

GRANT REPRESENTATIVES

Primary representative for the State shall be Willa Farrell, Court Diversion & Pretrial Services Director.

Primary representative for the Grantee shall be Rachel Jolly, CEDO Assistant Director.

GRANT TERM

The period of Grantee's performance shall be from July 1, 2023, to June 30, 2025. At the option of the State, this Grant may be amended to add up to two additional one-year terms.

SERVICES PROVIDED

A. The Grantee shall provide Diversion and Pretrial Services in full compliance with relevant statutes and the Court Diversion and Pretrial Services Policy and Procedures Manual (the Manual), dated July 2023, and any revisions to the Manual issued by the AGO. Examples of required services shall include but are not limited to the following:

1. Resolve cases that are referred to the Grantee pursuant to 3 V.S.A. §163 and 3 V.S.A. §164 from the State's Attorney and transferred from other programs, pursuant to the provisions of 3 V.S.A. §163 and §164;
2. Resolve violations that are referred pursuant to 7 V.S.A. §656 and 18 V.S.A. §3230(b) to the Grantee by law enforcement and transferred from other programs, pursuant to the provisions of 7 V.S.A. §656, 18 V.S.A. §3230(b), and 18 V.S.A. §4230f(e)(2);
3. Resolve civil DLS diversion cases, following the procedures in the Manual, in cooperation with the Department of Motor Vehicles and the Vermont Judicial Bureau;
4. Each business week of the grant term, offer risk assessments and needs screenings according to the provisions of 13 V.S.A. §7554c to incarcerated individuals;
5. Provide pretrial services as ordered by a court pursuant to 13 V.S.A. §7554(c) and to individuals referred by their defense attorney;
6. Use the screening and assessment tools selected by the State;
7. Record on a separate piece of paper the social security number collected from a Diversion participant as part of a Restitution Unit repayment agreement and not retain a copy after sending the document to the Restitution Unit;
8. Enter all case information in the case management system provided by the State;
9. Abide by the Memorandum of Understanding, hereafter "MOU," between the Vermont Association of Court Diversion Programs (VACDP) and the Department for Children and Families' (DCF) Family Services Division effective October 2013, as may be amended;

10. Meet twice during the grant term with the DCF district office serving the County to review the MOU and practices around implementation of the MOU;
11. Provide the State the name, job title, and contact information of the program director, business manager(s), and all staff providing direct services under the terms of this grant, hereafter “staff”;
12. Inform the State immediately of any staff terminated and within five business days of any other change in staff or staff roles;
13. Provide a statement of non-disclosure, on a form provided by the State, signed by each staff person and volunteer providing direct services under the terms of this contract within 10 business days of the start of this contract or of the recruitment of the staff person or volunteer;
14. Provide the State with the name, mailing address, email address, and telephone number of each member of the governing/community advisory board;
15. Ensure that the program director participates in a minimum of nine monthly meetings designated by the State as meetings of program directors;
16. Assign and hire staff to provide the services under the terms of this grant who possess a Bachelor’s Degree in a related field, or a minimum of three years of related experience;
17. Recruit all new staff and fill leadership positions following a competitive process and offer jobs only following reference checks satisfactory to the Grantee;
18. Provide regular training, support and supervision to all staff and conduct an annual performance evaluation, which includes feedback of colleagues, key stakeholders, and community partners, of all staff;
19. Provide regular training, support and supervision to all volunteers following guidance provided in the Manual;
20. Report information in accordance with the State’s laws regarding reporting suspected abuse or neglect of children (33 V.S.A. § 4913) and vulnerable adults (33 V.S.A. § 6903) and provide training regarding these laws for all staff providing services under this grant. If agency staff do not fall under these laws as mandated reporters, staff shall obtain consent from prospective participants regarding potential reporting of information in accordance with these laws; otherwise, staff shall inform prospective participants regarding potential reporting of information in accordance with these laws.
21. Develop and maintain collaborative partnerships with key stakeholders in the County, to include, at a minimum, law enforcement, the State’s Attorney’s Office, Defense Bar, the Court, correctional facilities, and designated and preferred treatment providers;
22. Develop written agreements with designated and preferred treatment providers regarding referral of individuals and ongoing communication and follow-up processes;
23. Convene a minimum of one meeting per grant year to review and discuss the Youth Substance Awareness Safety Program to which the State’s Attorney and representatives of each law enforcement agency in the County are invited;
24. Collaborate with the State in identifying criteria for prioritizing the delivery of services or adjusting of operations to meet fiscal constraints.

B. The State shall

1. Provide access to Vermont criminal history information through Vermont Crime Information Center and the Judiciary’s Odyssey Public Portal;
2. Provide a case management system, training and support in the use of the system, and forms for Civil DLS Diversion reporting;
3. Provide a summary of the results of surveys completed by Diversion and Pretrial Services participants and victims of cases referred to Diversion;
4. Consult with the Grantee regarding changes to the Manual; and
5. Consult with the Grantee regarding any legislative proposals affecting Court Diversion and Pretrial Services.

PERFORMANCE MANAGEMENT

The Grantee shall

1. Provide to the State, by August 1 of each year on a form provided by the State, a plan designed to improve the quality of services, for review and approval by the State;
2. Email the State by the 5th business day of October, January, April, and July using forms provided by the State
 - a) confirmation that records in the case management system are current for all activities as of the final calendar day of the previous month, and
 - b) a report documenting Civil DLS Diversion cases;
3. Survey Diversion and Pretrial Services program participants and victims of cases referred to Diversion/Tamarack using surveys provided by the State;
4. Complete and return to the State by November 15 of each year the internal controls self-assessment provided by the State and if requested, provide documentation of the procedures referenced in the internal controls self-assessment by the deadline established at time of selection;
5. Record any fee revenue that is not expended during the fiscal year and unexpended fee revenue from past years as appropriate, specific to Diversion/Tamarack, in the grantee's accounting system;
6. Retain an itemized list detailing to whom any restitution cash balances belong;
7. Return to the State any deferred fee revenue upon termination or non-renewal of this grant;
8. Submit by December 15 and May 15 of each year narrative reports signed by the Grantee's primary contact person and their supervisor that summarize
 - a) Trends, successes and challenges relative to the grantee's quality improvement plan and services provided under the terms of this grant since the start of the grant;
 - b) Work completed on development of written agreements with treatment providers regarding referral of individuals and ongoing communication and follow-up processes;
 - c) Meeting(s) with the Court, State's Attorney's Office, DCF District Office, law enforcement, and other partners including names of participants, topics discussed, and any action items agreed to;
9. Submit to the State within one month of the start of the grantee's fiscal year the board or other governing body's meeting minutes documenting the adoption of the grantee's budget;
10. Submit to the State within six months of the end of the grantee's fiscal year any financial audit completed by an independent accountant; and
11. If a financial audit is not completed, submit to the State by October 1 of each year the following accounting reports as of June 30 of the prior year.
 - a) Balance sheet
 - b) Income/Expense Statement
 - c) Trial balance for the Court Diversion/Pretrial Services grant
 - i) Submit by November 30 of each year any revisions to the balance sheet, income/expense statement, and trial balance, and the grantee's Form 990.

ATTACHMENT B PAYMENT PROVISIONS

In consideration of the services to be performed by the Grantee, the State shall pay Grantee a sum not to exceed \$ 510,526.00 for the period July 1, 2023 – June 30, 2024. This maximum dollar amount payable under this Grant is not intended as any form of a guaranteed amount and is subject to the availability of funds.

1. Prior to commencement of work and release of any payments, Grantee shall submit to the State a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this grant agreement.
2. Within 15 days of the close of each quarter, Grantee shall complete and return the State's electronic financial and fee reports with a request for funding to:

Willa Farrell, Court Diversion & Pretrial Services Director, Office of the Attorney General
Willa.Farrell@vermont.gov

3. SERVICES – Grantee shall submit reports based on an approved budget as stated in Section 3a of this attachment.
 - a) Prior to beginning operations, the Grantee shall have a budget, approved by the State, for the period July 1, 2023 through June 30, 2024, for all services and performance management detailed in Attachment A.
 - b) The Grantee shall submit to the State, for review and approval, an annual budget that is subsequently revised and that increases the total budget by 10 percent or more, along with an explanation for the revision to include identification of the funding source(s) covering the increase.
 - i) Any budget increase will not affect the maximum payable amount of the grant.
 - c) The Grantee shall submit quarterly financial reports that document expenses and revenue relative to the budget.
 - d) The Grantee shall submit a final financial report by October 1 of each year. Any revisions from the 4th quarter report shall be captured here and a reasonable explanation for any budgeted line item overages of 10% or \$500 provided.
 - e) Quarterly payment may be withheld if a report is not received by the due date.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

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

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

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

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

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

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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

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

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

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the 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, if necessary to comply with Vermont law.

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

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

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

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

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional

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

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

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

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including 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 threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

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

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "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: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“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”).

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: <https://bgs.vermont.gov/purchasing-contracting/debarment>

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

24. 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, 1V.S.A. § 315 et seq.

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

26. Marketing: Party shall not 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 required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

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

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

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, 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)

Board of Finance and City Council Submission ChecklistDepartment: CEDO/CJC Submitter: Brian Pine/Rachel JollyTitle/Subject: Approval of AGO Court Diversion Grant FY24

	Approval:	Meeting Date:
☒	Board of Finance	7/17/2023
☒	City Council	7/24/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/27/2023	Approved
Mayor's Office informed and approved memo	Yes	6/29/2023	Approved
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	6/29/2023	Approved by Jared Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/29/2023	Approved by Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	7/7/2023	Approved by Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

INNOVATION & TECHNOLOGY DEPARTMENT

CITY OF BURLINGTON

149 Church Street, Burlington, VT 05401
Phone: (802) 865-7000



TO: City of Burlington Board of Finance & City Council

FROM: Scot Barker, Chief Innovation Officer

DATE: July 17, 2023

RE: Contract Renewal for ESRI GIS Services

Overview:

For multiple years, the City of Burlington has used Environmental Systems Research Institute, Inc. (Esri) for all our (Geographic Information System (GIS) needs. The City of Burlington uses GIS data to track physical plant from water and electric infrastructure, City buildings, roadways and other assets. This data is used in planning maintenance schedules and tracking work orders. This system also supports the City's open data source efforts, providing the public access to data such as SeeClickFix issues, housing statistics, police information, and other public facing web applications that serve as resources for the public. The current contract expires at the end of July 2023 and must be renewed so the City of Burlington can continue to access these important services. The Innovation & Technology department recommends the renewals of the Esri GIS services for our municipality. Esri continues to be the most suitable and comprehensive provider for our GIS needs and qualifies for a sole source exemption. This memo outlines several reasons behind this recommendation:

- **Unmatched Expertise and Reputation:** Esri has established itself as a leader in the GIS industry, with a long-standing reputation for delivering high-quality services and products. Their software solutions are widely recognized as reliable, innovative, and scalable. By continuing our relationship with Esri, we benefit from their extensive expertise.
- **Comprehensive GIS Capabilities:** Esri offers a comprehensive suite of GIS tools and services that address our municipality's diverse needs. Their software, powerful mapping, analysis, and visualization capabilities allow us to efficiently manage and analyze geospatial data, create maps and applications, perform spatial analysis, and engage our citizens through their open-data sharing capabilities.
- **Seamless Integration and Interoperability:** Esri's GIS solutions are designed to integrate with our VUEWorks Asset Management system. This interoperability is crucial for our municipality, as it allows us to efficiently manage physical assets across the city.

In light of the reasons outlined above, I recommended and the CAO approved granting a sole source exemption to continue to contract with Esri GIS services for our municipality. Their expertise, comprehensive capabilities, seamless integration, extensive training and support, and long-term cost-effectiveness continue to make them the best solution for our GIS needs.

Finances:

The current three-year contract expires at the end of July 2023. A new three-year agreement (Esri Small Municipal and County Government Enterprise Agreement) will ensure our access to the Esri GIS services continues, and will lock in the price of \$39,700 per year for the duration of the contract. Our previous 3-year total cost was approximately \$116,400. The total cost of this three-year contract to the City of Burlington will not exceed \$120,000.

Board of Finance Motion:

1. *To approve and recommend that the City Council approve and authorize the Chief Innovation Officer to execute a three-year contract with Environmental Systems Research Institute, Inc. in an amount not to exceed \$120,000 for Geographic Information System services, subject to final review and approval by the City Attorney's Office.*

INNOVATION & TECHNOLOGY DEPARTMENT

CITY OF BURLINGTON

149 Church Street, Burlington, VT 05401

Phone: (802) 865-7000



City Council Motion:

1. *To approve and authorize the Chief Innovation Officer to execute a three-year contract with Environmental Systems Research Institute, Inc. in an amount not to exceed \$120,000 for Geographic Information System services, subject to final review and approval by the City Attorney's Office.*



June 6, 2023

Warren Rich
City of Burlington
149 Church St
Burlington, VT 05401-8429

Dear Warren,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Carl Nylen



Quotation # Q-498621

Date: June 6, 2023

Customer # 7887 Contract #

City of Burlington
Information Technology Dept
149 Church St
Burlington, VT 05401-8429

ATTENTION: Warren Rich
PHONE:
EMAIL: wrich@burlingtonvt.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 6/6/2023 To: 9/4/2023*

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$39,700.00	\$39,700.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 2	\$39,700.00	\$39,700.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168178	1	Year 3	\$39,700.00	\$39,700.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal: \$119,100.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$119,100.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Carl Nysten

Email:

cnylen@esri.com

Phone:

(909) 793-2853 x8449

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-2)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 100 ArcGIS Online Viewers
 100 ArcGIS Online Creators
 17,500 ArcGIS Online Service Credits
 100 ArcGIS Enterprise Creators
 3 ArcGIS Insights in ArcGIS Enterprise
 3 ArcGIS Insights in ArcGIS Online
 10 ArcGIS Location Sharing for ArcGIS Enterprise
 10 ArcGIS Location Sharing for ArcGIS Online
 3 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 3 ArcGIS Utility Network User Type Extensions (Enterprise)
 3 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Board of Finance and City Council Submission Checklist

Department: Innovation & Technology Submitter: Scot Barker, CIO

Title/Subject: ESRI GIS Contract Renewal

	Approval:	Meeting Date:
X	Board of Finance	July 17, 2023
X	City Council	July 24, 2023
	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/7/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	7/12/2023	Jordan asked to add examples
Board/Commission, if required	N/A		
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	7/7/2023	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	yes	7/7/2023	requested changes to memo completed
CAO has reviewed budget, financing, and memo	YES	7/7/2023	requested changes to memo completed
Human Resources, if personnel action -Identify HR Manager in note	N/A		
CIO, if an IT-related investment/purchase	YES	7/7/2023	

Materials Included

	Included?	Note
Final Memo Attached?	Yes	
Contract Attached, if applicable?	Yes	
Additional Materials, if necessary	N/A	
Draft Resolution or Motion? Yes	yes	
If for submission to Council, are sponsors identified?	Yes	Scot Barker, CIO



HUMAN RESOURCES DEPARTMENT City of Burlington

200 Church Street, Suite 100, Burlington, VT 05401

Voice (802) 865-7145

Fax (802) 864-1777

Vermont Relay: 7-1-1 or 800-253-0191

To: Board of Finance/ City Council
From: Kerin Durfee, Director of Human Resources,
Jon Murad, Chief of Police
Date: 6/27/2023
RE: Reclassification of Emergency Communication Specialists

Burlington Police Department/ Increase in AFSCME Roles

Several recent factors have led to the request to reclassify the Emergency Communication Specialists. Factors include the staffing crisis at the Burlington Police Department, coupled with the expansion and creation of non-sworn professional roles, as well as an expansion of duties in some existing roles.

As new leadership positions (such as the Community Support Supervisor and the Community Service Manager) were created, many AFSCME employees at BPD began requesting reclassifications per City policy. In responding to these requests it was clear that many of the non-sworn union and non-union roles within BPD had not kept pace with salaries at the rest of the City. Many had not been reclassified despite the modernization of equipment, assignment of additional duties, and the reclassification of similar roles in the City at large. During this transitional period, the Emergency Communication Specialist role, informally known as “dispatcher,” was not reclassified due to the existence of a Memorandum Of Understanding (MOU) that was put in place on 4/25/2022 as written below:

Memorandum of Understanding: Emergency Compensation for Dispatchers

At the onset of contract negotiations in 2022, the City’s largest union, AFSCME, requested that an MOU be put in place to address an emergency staffing crisis in dispatch. Per the MOU:

Executive Summary:

Following a recent employee departure, the staffing levels in the Emergency Communications Unit (informally called "dispatch") at the Burlington Police Department have dropped so low so as to become untenable. Factors contributing to the low staffing level include high turnover, retirement, and the imminence of regionalization. **Full staffing levels are considered 12 dispatchers and the unit is currently down to just 7 full-time dispatchers.** Two more departures potentially mean removing sworn officers from patrol to cover vacant shifts and ultimately even shuttering the midnight shift. This continuous job opening remains unfilled, and has few applicants, owing to factors such as the current labor market and later or overnight shift hours for less senior employees. This has led to increased overtime and requires calling dispatchers in when they are not scheduled to work overtime for both full and part-time dispatchers. The Administration worked closely with AFSCME to develop this temporary recruitment and retention incentive, which will immediately compensate ECS personnel, aid with



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recruitment, and prevent more turnover. We recognize this is urgent given that there is still a year or more until regionalization occurs and we believe this is the best way to maintain an Emergency Communications Unit in the meantime.

Background:

Dispatch has experienced chronic staffing issues but recently the duties within the department have become more complicated. This is due to the implementation of a Priority Response model stemming from a reduction in sworn personnel, the creation of new roles such as the Community Support Liaisons (CSLs) and the expansion of the Community Service Officers (CSOs) and the need to determine which calls go to which roles. ECS personnel are now responsible for not only prioritizing call types but also determining who gets these calls (CSO, CSL, Sworn Personnel, Fire Department), and, perhaps most difficult, explaining to citizens when their call may not be prioritized due to Police Department staffing.

As we entered negotiations with the City's largest union, AFSCME, the issue of staffing in dispatch is so urgent that it warrants an agreement now, as opposed to waiting for negotiations to conclude.

Outcomes

During the period that the above MOU has been in place, dispatch turnover has continued. The Mayor authorized additional wages outside of the MOU on 9/11/2022 when staffing levels fell to just five full-time dispatchers. Currently, there are seven full-time dispatchers available for duty, the same number of employees as when the MOU was created. Of these seven, three were hired in the last six months and have just recently completed the required training.

Through the process of reclassification, the City can maintain competitive wages for Emergency Services Communication Specialists while allowing the MOU to sunset.

Financial Impact

The total annual cost of the reclassification is \$71,952.19 and is included in the FY'24 budget.

Current Step (FY24)	AFSCME 15 Base	AFSCME 15 (+15%)	AFSCME 17	% increase	\$ increase	Total
Step 1	27.01	\$31.0568	\$31.8027	15.4%	4.80	9977.344
Step 2	27.52	\$31.6481	\$32.3894	15.4%	4.87	10128.14
Step 1	27.01	\$31.0568	\$31.8027	15.4%	4.80	9977.344
Step 7	30.09	\$34.6044	\$35.3226	15.1%	5.23	10882.14
Step 1	27.01	\$31.0568	\$31.8027	15.4%	4.80	9977.344
Step 1	27.01	\$31.0568	\$31.8027	15.4%	4.80	9977.344
Step 9	30.61	\$35.1959	\$35.9092	15.1%	5.30	11032.53
						71952.19



HUMAN RESOURCES DEPARTMENT

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Motions:

Board of Finance:

Move to recommend that the City Council approve the reclassification of the Emergency Communications Specialist position, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15 to Emergency Communications Specialist, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17 position.

City Council:

Move to approve the reclassification of the Emergency Communications Specialist position, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15 to Emergency Communications Specialist, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17 position.

City of Burlington Capital Program



MEMORANDUM

To: Board of Finance and City Council

Fr: Ashley Parker, Capital Program Director

Cc: Katherine Schad, CAO
Richard Haesler, Projects & Policy Specialist, CEDO
Andrea Gunther, Senior Accountant, CT

Re: Approval for MuniCap, Inc., FY24 TIF District Administration Consultant Contract

Date: July 17, 2023

Summary

The Clerk/Treasurer's (CT) Office seeks Board of Finance and City Council approval of a one-year contract not to exceed \$100,000 with MuniCap, Inc. to continue supporting City Staff across Departments by providing administrative services for the City's two tax increment financing (TIF) districts.

MuniCap is a public finance consulting firm based in Columbia, Maryland, that specializes in the administrative and accounting aspects of public finance, specifically with TIF Districts, and has been working with the City on better management of the Downtown and Waterfront TIF Districts for the last year. During the Waterfront TIF State Audit, the State Auditor's Office recommended that the City engage with MuniCap to develop and implement best practices for TIF District administration, and approval of this request will allow the City to continue this effort throughout FY24.

Justification

Over the last year, City staff have been engaged with representatives from MuniCap on developing TIF Cost procedures for better tracking and documentation of project costs, the calculation of increment for both Districts, the review and compilation of bond requisitions to the City's Trustee, and support with documentation related to the City's Waterfront TIF audit. This work has provided the City with better processes and training for staff to administer the TIF Districts, and has given the State Auditor's Office confidence that the City is making progress on improving its administration of TIF.

During FY23, MuniCap was directed to focus more on assisting the City with the Downtown TIF District as the State's Audit of the Waterfront TIF District wrapped up; but as the City Place project continues to ramp up, staff have identified the specific tasks where MuniCap's expertise will be critical in managing the Waterfront TIF District. In advance of a new agreement for FY24, City Staff worked on developing a scope of work that would enable MuniCap to continue providing similar support for the Downtown TIF District, while also incorporating the same needs for the Waterfront TIF District. MuniCap has reviewed the scope of work that covers both the Downtown and Waterfront TIF Districts, and has agreed to provide the identified services. This contract will allow the City to continue developing procedures that will strengthen the City's administration of TIF, while also ensuring proper project and accounting documentation is in place for future audits. The proposed contract also provides an option for an extension pending evaluation of current TIF

administrative tasks, City need, and interest on behalf of MuniCap. The proposed contracts and all relevant documents are enclosed for your review.

Sole Source

MuniCap, Inc., has assisted with almost \$8.0 billion in bonds, primarily with the use of TIF and provides services for over 300 public-private partnership development projects across the country. As a result, MuniCap is familiar with specific issues related to TIF. MuniCap's broad experience in many states has facilitated a thorough knowledge of public policy issues and the many various techniques and methodologies employed in public-private partnerships across the country. As a result of this experience, MuniCap is aware of national best practices and evolving trends.

In addition, MuniCap has been working for the City over the past year, assisting City staff in developing best management practices for the administration of TIF, leading to better documentation and accounting of TIF projects and their expenses.

Given MuniCap's unique qualifications related to TIF administration, the ongoing work with City staff in the proper administration of the City's TIF Districts, and the recommendation of the State Auditor's Office to utilize MuniCap for TIF support, the Chief Administrative Officer has granted a sole source exemption to MuniCap on June 8, 2023.

Funding

MuniCap's services are considered to be eligible related costs per TIF statute, which also means they are eligible for reimbursement by TIF increment during the City's annual TIF reimbursement process. As MuniCap's scope of work has tasks defined per TIF District (Downtown and Waterfront), the subsequent invoices will also be broken up to specify tasks covered each pay period for each District. At the end of FY24, all Downtown TIF District MuniCap invoices will be eligible for reimbursement with Downtown TIF increment; and all Waterfront TIF District MuniCap invoices will be eligible for reimbursement with Waterfront TIF increment. Prior to this reimbursement process, their expenses will be covered by the City's General Fund.

Motions

For Board of Finance –

Move to recommend that City Council approve and authorize the Chief Administrative Officer to enter into an agreement with MuniCap, Inc., for a one-year contract not to exceed \$100,000, for the purposes of providing administrative support for the City's Downtown and Waterfront TIF Districts, subject to final review and approval by the City Attorney's Office

For City Council –

Move to authorize the Chief Administrative Officer to enter into an agreement with MuniCap, Inc., for a one-year contract not to exceed \$100,000, for the purposes of providing administrative support for the City's Downtown and Waterfront TIF Districts, subject to final review and approval by the City Attorney's Office.

Encl: Proposed Contract with MuniCap, Inc., including all contract documentation (i.e.: Proposed SOW and Consultant's Estimated Costs)

**CITY OF BURLINGTON
CONSULTANT CONTRACT
MUNICAP, INC TIF ADMINISTRATION
FY2024**

This Consultant Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and MuniCap, Inc. (“Consultant”), a Maryland corporation located at 8965 Guilford Rd., Suite 210, Columbia, Maryland 21046, registered with the Secretary of State to do business in Vermont, with URS Agents, LLC, a Vermont registered agent, located at 417 Barre Street, Montpelier, VT 05602.

Consultant and the City agree to the terms and conditions of this Contract.

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. “Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. “Party”** means the City or Consultant, and “Parties” means the City and Consultant.
- D. “Project”** means the Administrative support for the City of Burlington Downtown & Waterfront TIF Districts.
- E. “Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. Purpose.** The City seeks to employ the Consultant to provide administrative services to the City as further described in the scope of services detailed in Section 4.

3. EFFECTIVE DATE & TERM

A. Effective Date. This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Consultant for any performance or expense incurred before the Effective Date or after the expiration or termination of this Contract.

B. Term. This Contract and the Parties' respective performance shall commence on the Effective Date and expire on June 30, 2024, or upon the satisfaction of the City, unless sooner terminated as provided herein. The Parties reserve the right to evaluate the need for services and maintain an option for extending the Contract for an extended term pending agreement on a scope of work by both Parties and that such agreement will be reached prior to the expiration of the term stated herein.

4. SCOPE OF WORK

The Consultant, selected via the City's Sole Source purchasing policy, shall perform the services listed in Attachments A (Proposed Scope of Work to MuniCap FY24) and B (Consultant's Burlington SOW and Estimated Costs FY24).

5. PAYMENT FOR SERVICES

A. Amount. The City shall pay the Consultant for completion of the Work in accordance with Attachment B (Consultant's Burlington SOW and Estimated Costs FY24).

Consultant agrees to accept this payment as full compensation for performance of all services and expenses incurred under this Agreement.

B. Payment Schedule. The City shall pay the Consultant in the manner and at such times as set forth in the Contract Documents. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

C. Maximum Limiting Amount. The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$100,000. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.

D. Invoice. Consultant shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

City of Burlington, Vermont
Clerk Treasurer's Office
149 Church Street
Burlington, VT 05401
Attention: Ashley Parker, Capital Program Director
Email: aparker@burlingtonvt.gov

The City reserves the right to request supplemental information prior to payment. Consultant shall not be entitled to payment under this Contract without providing sufficient backup documentation satisfactory to the City.

6. SECTION & ATTACHMENT HEADINGS

The article and attachment headings throughout this Contract are for the convenience of City and Consultant and are not intended nor shall they be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

- A. Contract Documents.** The Contract Documents are hereby adopted, incorporated by reference, and made part of this Contract. The intention of the Contract Documents is to establish the necessary terms, conditions, labor, materials, equipment, and other items necessary for the proper execution and completion of the Work to ensure the intended results.

The following documents constitute the Contract Documents:

Attachment A: Proposed Scope of Work to MuniCap FY24
Attachment B: Consultant's Burlington SOW and Estimated Costs FY24
Attachment C: Burlington Standard Contract Conditions for Consultants
Attachment D: Burlington Livable Wage Ordinance Certification
Attachment E: Burlington Outsourcing Ordinance Certification
Attachment F: Burlington Union Deterrence Ordinance Certification
Attachment G: Consultant's Certificate of Insurance
Attachment H: MuniCap MSRB Notices

- B. Order of Precedent.** To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract takes precedent. Any Invitation for Bids, Additional Contract Provisions, and the City Ordinance Certifications shall prevail over any inconsistency with the Contractor's Scope of Work and Cost Proposal.

8. [Reserved]

— Signatures follow on the next page —

SIGNATURE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

**Consultant
MuniCap, Inc.**

By: _____

Date: _____

**City of Burlington
Clerk/Treasurer's Office**

By: _____
Katherine Schad
Chief Administrative Officer

Date: _____

**Attachment A:
Proposed Scope of Work to MuniCap FY24**

DRAFT

ATTACHMENT A

Proposed Scope of Work to MuniCap FY24

Burlington Downtown TIF District:

- Assist in the preparation, review, and updating of policies and procedures associated with the administration of the District.
 - To include: Cost Procedures (Related & Construction); Accounting Procedures (Debt Service, Increment tracking, Reimbursement Processing); Creation of TIF Parcel Value Reports & Certifications
- Tasks associated with the calculation of tax increment revenues:
 - Estimate and reconcile tax increment revenues (including tracking of municipal and education tax increment over time).
 - Coordinate with the City's Assessor to review and confirm valid parcel report for coming fiscal year.
 - Provide support to the City when submitting calculation reports to outside entities, like VEPC, the State Auditor's Office, or Marcum, the City's auditing team.
- Assistance in review and compiling of City generated invoice requisitions associated with related costs and construction costs.
 - Assist in reconciliation of invoices and payments against contracts, POs, accounts receivable journals, accounts payable, and trustee bond statements.
 - Confirm compliance with relevant bond documents and applicable Vermont TIF law.
 - Assist in the review and reconciliation of bond transactions.
- Confirm the adequacy of records that support expenditures and investments of bond proceeds and tax increment.

Burlington Waterfront TIF District:

- Assist in the preparation, review, and updating of policies and procedures associated with the administration of the District.
 - To include: Cost Procedures (Related & Construction); Accounting Procedures (Debt Service, Increment tracking, Reimbursement Processing); Creation of TIF Parcel Value Reports & Certifications
- Assistance in the review of documentation submitted by the City Place Partners as required by the ARDA and for reimbursement by TIF District funds.
 - Coordinate responses related to cost eligibility to the developer with City staff, including requests for additional or supplemental documentation.
 - Set up filing system to compile all necessary documentation for future audits.
 - Provide recommendations to City staff regarding any eligibility questions that arise as part of this task.
- Tasks associated with the calculation of tax increment revenues:

- Estimate and reconcile tax increment revenues (including tracking of municipal and education tax increment over time).
- Coordinate with the City's Assessor to review and confirm valid parcel report for coming fiscal year.
- Provide support to the City when submitting calculation reports to outside entities, like VEPC, the State Auditor's Office, or Marcum, the City's auditing team.
- Assistance in review and compiling of City generated invoice requisitions associated with related costs and construction costs.
 - Assist in reconciliation of invoices and payments against contracts, POs, accounts receivable journals, accounts payable, and trustee bond statements.
 - Confirm compliance with relevant bond documents and applicable Vermont TIF law.
 - Assist in the review and reconciliation of bond transactions.
- Confirm the adequacy of records that support expenditures and investments of bond proceeds and tax increment.

Optional Items (as needed):

These items are not included in final SOW and cost estimate provided by MuniCap, including the final agreement covering FY2024. Any additional item will require an amendment to the FY2024 agreement, to include cost estimates for any new task.

- Support the City in Tax/Assessor Related Tasks (for both Districts):
 - Develop a procedure that defines the duties of the Assessor's office in regards to administration of the City's TIF Districts. This should include a timeline of when tasks should be carried out.
 - Confirm parcel information included in the City's Parcel Value Reports for both Districts annually.
 - Ensure there is an accurate parcel database that the City can rely on for both Districts.
 - Develop annual parcel data reports in coordination with City staff that will be used as part of the annual TIF certification process, and ensure that all final certified reports are well documented for reference by City staff and other entities with an interest in the City's TIF Districts.
- Cash Flow Verification Reports
 - Identify and track annual expenses of the Districts, including: debt service, administrative expenses, and provision for delinquencies.
 - Prepare year-end reconciliation to determine surplus tax increment revenues, interest earnings, and other credits.
 - Determine if the tax increment revenues and other credits are sufficient to cover the annual expenses for the upcoming year.
 - Prepare a report detailing these calculations and certifying the cash flows for the year.

**Attachment B:
Burlington SOW and Estimated Costs FY24**

DRAFT

ATTACHMENT B

Burlington SOW and Estimated Costs FY24

Mo Hrs Annual Cost

Downtown TIF District

1. Assist in the preparation, review, and updating of policies and procedures associated with the administration of the District.		
Cost Procedures (Related & Construction)	1	\$ 3,600.00
Accounting Procedures (Debt Service, Increment tracking, Reimbursement Processing)	3	\$10,800.00
Creation of TIF Parcel Value Reports & Certifications		\$ 3,500.00
2. Calculation of tax increment revenues		\$ 7,500.00
3. Review and compiling of City generated invoice requisitions associated with related costs and construction costs	2.5	\$ 9,000.00
4. Confirm the adequacy of records that support expenditures and investments of bond proceeds and tax increment	2	\$ 7,200.00
Downtown TIF District Total:		\$41,600.00

Waterfront TIF District

1. Assist in the preparation, review, and updating of policies and procedures associated with the administration of the District.		
Cost Procedures (Related & Construction)	1	\$ 3,600.00
Accounting Procedures (Debt Service, Increment tracking, Reimbursement Processing)	3	\$10,800.00
Creation of TIF Parcel Value Reports & Certifications		\$ 3,500.00
2. Assist with review of City Place Partners documentation as required by ARDA and for reimbursment by TIF funds.		\$10,000.00
Coordinate responses related to cost eligibility to the Developer		
Prepare filing system to compile all documentaton for future audits		
Provide guidance to City regarding eligibility questions		
3. Calculaton of Tax Increment Revenues		\$10,000.00
4. Review and compiling of City generated invoice requisitions associated with related costs and construction costs	2.5	\$ 9,000.00
5. Confirm the adequacy of records that support expenditures and investments of bond proceeds and tax increment	2	\$ 7,200.00
Waterfront TIF District Total:		\$54,100.00

**Attachment C:
Burlington Standard Contract Conditions For Consultants**

DRAFT

**ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSULTANTS**

1. DEFINITIONS:

- A. The “Contract” shall mean the Contract between Consultant and the City to which these conditions apply and includes this Attachment C.
- B. The “Consultant” shall mean MuniCap, Inc.
- C. The “City” shall mean the City of Burlington, Vermont or any of its departments.
- D. The “Effective Date” shall mean the date on which the Contract becomes effective according to its terms, or if no effective date is stated, the date that all parties to it have signed.
- E. The “Parties” shall mean the parties to this Contract.
- F. The “Work” shall mean the services being provided by the Consultant, as provided in the Contract.

2. REGISTRATION: The Consultant agrees to be registered with the Vermont Secretary of State’s office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.

3. INSURANCE: Prior to beginning any work, the Consultant shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker’s compensation) shall name the City as an additional insured for the possible liabilities resulting from the Consultant’s actions or omissions. The liability insurance furnished by the Consultant is primary and non-contributory for all the additional insured.

The Consultant is responsible to verify and confirm in writing to the City that: (i) all sub-consultants must comply with the same insurance requirements as the Consultant; (ii) all coverage shall include adequate protection for activities involving hazardous materials; and (iii) all work activities related to the Contract shall meet minimum coverage and limits.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Consultant for the Consultant’s operations. These are solely minimums that have been developed and must be met to protect the interests of the City.

- A. General Liability And Property Damage:** With respect to all operations performed by the Consultant, sub-consultants, agents or workers, it is the Consultant’s responsibility to

ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors'/Consultants' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Medical Expenses

Coverage limits shall not be less than:

- | | | |
|----|-------------------------------|-------------|
| 1. | General Aggregate | \$2,000,000 |
| 2. | Products-Completed/Operations | \$2,000,000 |
| 3. | Personal & Advertising Injury | \$1,000,000 |
| 4. | Each Occurrence | \$1,000,000 |
| 5. | Damage to Rented Premises | \$ 250,000 |
| 6. | Med. Expense (Any one person) | \$ 5,000 |

B. Workers' Compensation: With respect to all operations performed, the Consultant shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all sub-consultants carry the same workers' compensation insurance for all work performed by them under this Contract. Minimum limits for Employer's Liability:

1. Bodily Injury by Accident: \$500,000 each accident
2. Bodily Injury by Disease: \$500,000 policy limit,
\$500,000 each employee

C. Professional Liability Insurance:

1. General: The Consultant shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:
 - (a) \$3,000,000 - Annual Aggregate
 - (b) \$2,000,000 - Per Occurrence
2. Deductibles: The Consultant is responsible for any and all deductibles.
3. Coverage: Prior to performing any work, the Consultant shall provide evidence of professional liability insurance coverage defined under this section. In addition, the Consultant shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

D. Automobile Liability: The Consultant shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the Contract. Each policy shall provide coverage with a limit not less than: \$1,000,000 Combined Single Limit for each occurrence.

E. Valuable Papers And Records Insurance: The Consultant shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the City or developed by the Consultant, sub-consultant, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the consultant to, and accepted by, the City. Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an “individual occurrence” basis with limits in the amount of one hundred and fifty thousand dollars (\$150,000) when the insured items are in the Consultant’s possession, and in the amount of forty thousand dollars (\$40,000) regardless of the physical location of the insured items.

F. Umbrella Liability:

1. \$1,000,000 Each Event Limit
2. \$1,000,000 General Aggregate Limit

4. CONFLICT OF INTEREST: The Consultant shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Consultant, its employees or agents, or its subconsultants, if any.

The Consultant has also provided the City its MSRB Notice which is found in Attachment H of this set of contract documents.

The Consultant has determined after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to Client in accordance with its fiduciary duty to municipal-entity clients and the standard of care required by MSRB Rule G-42(a)(i) concerning obligated persons clients. To the extent any material conflicts of interest arise after the date of this agreement, Consultant will provide information concerning any material conflicts of interest in the form of a written supplement to this agreement.

As part of this registration, the Consultant is required to disclose any legal or disciplinary event that is material to the client’s evaluation of the Consultant or the integrity of its management or advisory personnel. The Consultant has determined that no such event exists.

5. PLANS, RECORDS, AND AVAILABLE DATA: The City agrees to make available, at no charge, for the Consultant’s use all available data related to the Contract including any

preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

- 6. PERSONNEL REQUIREMENTS AND CONDITIONS:** The Consultant shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

Except with the approval of the City, during the life of the Contract, the Consultant shall not employ:

1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.
2. Any person so involved within one (1) year of termination of employment with the City.

The Consultant warrants that no company or person has been employed or retained, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Consultant to be paid, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, the City shall have the right to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

The City reserves the right to require removal of any person employed by a Consultant, from work related to the Contract, for misconduct, incompetence, or negligence as determined by the City, in the due and proper performance of Consultant's duties, or for neglecting or refusing to comply with the requirements of the Contract.

- 7. PERFORMANCE:** Consultant warrants that performance of Work will conform to the requirements of this Contract. Consultant shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Consultant for its own business.
- 8. DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Consultant services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Consultant is responsible to identify and follow any course of direction provided by the City.

9. RESPONSIBILITY FOR SUPERVISION: The Consultant shall assume primary responsibility for general supervision of Consultant employees and their sub-consultants for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Consultant shall be responsible to the City for all acts or omissions of its subconsultants and any other person performing work under this Contract.

10. UTILITIES: Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Consultant shall inform the City, in writing, of any such contacts and the results thereof.

11. INSPECTION OF WORK: The City shall, at all times, have access to the Consultant's work for the purposes of inspection, accounting, and auditing, and the Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Consultant shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Consultant pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the City.

12. REVIEWS AND ACCEPTANCES: All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the Consultant, shall be subject to review and endorsement by the City.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Contract. Informal reviews, conducted by the City will be performed as deemed necessary. The Consultant shall respond to all official comments regardless of their source. The Consultant shall supply the City with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a Consultant of their professional obligation to correct any defects or errors in their work at their own expense.

13. PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with propriety. The Consultant agrees to inform property owners

and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Consultant agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Consultant, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Consultant is acting as an agent of the City.

- 14. ACKNOWLEDGEMENTS:** Acknowledgment of the City's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this Contract.

15. APPEARANCES:

- A. Hearings and Conferences:** The Consultant shall provide services required by the City and necessary for furtherance of any work covered under the Contract. These services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Contract.

The Consultant shall perform any liaison that the City deems necessary for the furtherance of the work and participate in conferences with the City, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Contract.

The Consultant further agrees to participate in meetings with the City and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Contract.

The Consultant shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract.

- B. Appearance as Witness:** If and when required by the City, the Consultant, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Consultant shall be equitably paid, to the extent permitted by law, for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract.

- 16. PAYMENT PROCEDURES:** The City shall pay, or cause to be paid, to the Consultant or the Consultant's legal representative payments in accordance with the Contract. All payments will be made in reliance upon the accuracy of all representations made by the Consultant, whether in invoices, progress reports, emails, or other proof of work. When applicable, for the type of payment specified in the Contract, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Contract number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Contract, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied with documentation to substantiate their charges.

No approval given or payment made under the Contract, shall be conclusive evidence of the performance of the Contract, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The City agrees to pay the Consultant and the Consultant agrees to accept, as full compensation, for performance of all services rendered and expenses incurred, the fee specified in the Contract.

Upon completion of all services covered under the Contract and payment of the agreed upon fee, the Contract with its mutual obligations shall end.

- 17. DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS:** If Consultant knows, or has reasonable cause to believe, that a clearly identifiable error or omission exists in the Contract Documents, including but not limited to unit prices and rate calculations, Consultant shall immediately give the City written notice thereof. Consultant shall not cause or permit any Work to be conducted which may relate to the error or omission without first receiving written notice by the City that City representatives understand the possible error or omission and have approved of modifications to the Contract Documents or that Consultant may proceed without any modification being made to Contract Documents.
- 18. NON-APPROPRIATION:** The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City. The City shall deliver written notice to Consultant as soon as practicable of any non-appropriation, and Contract Consultant shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.
- 19. CHANGES AND AMENDMENTS:** No changes or amendments to the Work of the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Consultant.
- 20. EXTENSION OF TIME:** The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of

time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Consultant and without the fault or negligence of the Consultant.

21. PUBLIC HEALTH EMERGENCY:

- A. Compliance with Mandates and Guidance:** The Consultant is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Consultant must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Consultant shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.
- B. Enforcement & Stoppage of Work:** Consultant fails to comply with either 1) the approved public health emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute a breach of the Contract.

Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Contract if such failure to comply is adequately corrected. The City shall have sole discretion in determining if Consultant has adequately corrected its failure to comply with the above.

If Consultant's breach of Contract has not been cured within seven (7) days after notice to stop Work from the City, then City may terminate this Contract, at its discretion.

- C. City Liability Relating to Potential Delays:** If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to a public health emergency will be excusable, but will not be compensable.

- 22. FORCE MAJEURE:** Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete

performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

23. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The City may, in writing, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the Consultant or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Consultant, shall be incorporated in an amendment and be determined by mutual agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Contract, based on the adjusted quantity of work.

No changes for which additional fee payment is claimed shall be made unless pursuant to a written order from the City, and no claim for payment shall be valid unless so ordered.

The Consultant agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Consultant employees. The City reserves the right to audit the records of the Consultant related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Contract. When changes are so ordered, no additional work shall be performed by the Consultant until a Contract amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time that may be necessitated as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

24. FAILURE TO COMPLY WITH TIME SCHEDULE: If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Consultant written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Consultant fail or refuse to remedy the matters complained of within five days after the written notice is received by the Consultant, the City shall have the right to take control of the Work and either make good the deficiencies of the Consultant itself or direct the activities of the Consultant in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Consultant any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Consultant an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Consultant is in default after the time of completion stipulated in the Contract Documents.

25. RETURN OF MATERIALS: Consultant agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.

- 26. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Consultant's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Consultant or their sureties from any obligations under the Contract Documents or any performance or payment bond.
- 27. OWNERSHIP OF THE WORK:** The Consultant agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultant, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Consultant agrees to allow the City access to all "instruments of professional service" at any time. The Consultant shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Consultant may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials. The defined "instruments of professional service" shall exclude Consultants working Excel models as these are proprietary.
- 28. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Consultants under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 29. PUBLIC RECORDS:** The Consultant understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Consultant shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 30. RECORDS RETENTION AND ACCESS:** The Consultant agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Consultant in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are

resolved. The Consultant further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Consultant, sub-consultants, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

31. CONTRACT DISPUTES: In the event of a dispute between the parties to this Contract each party will continue to perform its obligations unless the Contract is terminated in accordance with these terms.

32. SETTLEMENTS OF MISUNDERSTANDINGS: To avoid misunderstandings and litigation, it is mutually agreed by all Parties that the City's Chief Administrative Officer shall act as referee on all questions arising under the terms of the Contract and that the decision of the Chief Administrative Officer in such cases shall be binding upon both Parties.

33. CITY'S OPTION TO TERMINATE: The Contract may be terminated in accordance with the following provisions, which are not exclusive:

A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Consultant, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Consultant will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Consultant prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Consultant will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Consultant shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

- i. **Breach:** Consultant shall be in default if Consultant fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Consultant's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of

warranty with respect to any materials, workmanship, or performance guaranty. Consultant will not be in default for any excusable delays as provided in Sections 19-21.

The City may give Consultant written notice of such default. If Consultant does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract for cause.

- ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Consultant engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iv. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.
- v. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

34. GENERAL COMPLIANCE WITH LAWS: The Consultant and any subconsultant approved under this Contract shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance, and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties. If, for any reason, a provision in the Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Contract.

35. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Consultant will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Consultant, and any

subconsultants, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

36. CHILD SUPPORT PAYMENTS: By signing the Contract, the Consultant certifies, as of the date of signing the Contract, that the Consultant (a) is not under an 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. If the Consultant is a sole proprietorship, the Consultant's statement applies only to the proprietor. If the Consultant is a partnership, the Consultant's statement applies to all general partners with a permanent residence in Vermont. If the Consultant is a corporation, this provision does not apply.

37. TAX REQUIREMENTS: By signing the Contract, the Consultant certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Consultant is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.

38. INDEMNIFICATION:

A. Indemnification by Consultant: Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Consultant or its subconsultants of any tier.

B. Notice of Claims & City's Right to Participate: If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Consultant in writing that a claim to which the indemnification provision may apply has been filed. Consultant shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies. Consultant's obligation hereunder shall not exceed the percentage of the Claim caused by Consultant and/or persons employed or utilized by Consultant in the performance of the Work.

C. City's Rights and Remedies: Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Vermont.

D. No Indemnification by City: Under no conditions shall the City be obligated to indemnify the Consultant or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the Consultant or any third party.

39. NO GIFTS OR GRATUITIES: The Consultant shall not make any payment or gift or donation of substantial value to any elected official, officer, employee, or agent of the City during the term of this Contract.

40. ASSIGNMENT: Consultant shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subconsultant is approved, Consultant shall be responsible and liable for all acts or omissions of that subconsultant for any Work performed. If any subconsultant is approved, Consultant shall be responsible to ensure that the subconsultant is paid as agreed and that no lien is placed on any City property.

41. TRANSFERS, SUBLETTING, ETC: The Consultant shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and further, if any sub-consultant participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Consultant of responsibility for the performance of that portion of the work so transferred. The form of the sub-consultant's contract shall be as developed by the Consultant and approved by the City. The Consultant shall ensure that insurance coverage exists for any operations to be performed by any sub-consultant as specified in the insurance requirements section of this Contract.

The services of the Consultant, to be performed under the Contract, shall not be transferred without written authorization of the City. Any authorized sub-contracts shall contain all of the same provisions contained in and attached to the original Contract with the City.

42. CONTINUING OBLIGATIONS: The Consultant agrees that if because of death, disability, or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Consultant nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to terminate the Contract because it determines that the Consultant is unable to satisfactorily execute the Contract.

43. INTERPRETATION & IMPLEMENTATION: Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.

44. ARM'S LENGTH: This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Consultant.

45. RELATIONSHIP: The Consultant is an independent consultant and shall act in an independent capacity and not as officers or employees of the City. To that end, the Consultant shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Consultant shall provide its own tools, materials, or equipment. The Parties agree that neither the Consultant nor its principal(s) or employees are entitled to any employee benefits from the City. Consultant understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Consultant agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

The Consultant understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

46. CHOICE OF LAW: Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.

47. JURISDICTION: All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont.

48. BINDING EFFECT AND CONTINUITY: This Contract shall be binding upon and shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.

49. SEVERABILITY: The invalidity or unenforceability of any provision of this Contract, shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

50. ENTIRE CONTRACT & AGREEMENT: This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

51. APPENDICES: The City may attach to these conditions appendices containing various forms

and typical sample sheets for guidance and assistance to the Consultant in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Consultant to ensure that they have the latest versions applicable to the Contract.

52. NO THIRD PARTY BENEFICIARIES: This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

53. WAIVER: A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**Attachment D:
Burlington Livable Wage Ordinance Certification**

DRAFT

Certification of Agreement to Comply with the City of Burlington's Livable Wage Ordinance

I, _____, on behalf of _____ ("the Contractor"), in connection with a contract for _____

services to be provided to the City of Burlington ("the City"), hereby certify, under oath, that the Contractor (and any of its subcontractors or subgrantees under this contract) shall comply with the City's Livable Wage Ordinance ("LWO"), B.C.O. 21-80 et seq., and that:

- (1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);
 - (a) Full-time employees are entitled to 12 days of paid time off per year; and
 - (b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis;
 - (c) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$17.44 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$18.59 per hour.
- (2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;
- (3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;
- (4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;
- (5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;
- (6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

Date: _____

By: _____
Contractor, or its duly authorized agent

Subscribed and sworn to before me:

Date: _____

Notary Public

**Attachment E:
Burlington Outsourcing Ordinance Certification**

DRAFT

ATTACHMENT E

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, _____, on behalf of _____
(Contractor) and in connection with the _____[project].

hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering into this contract or grant, Contractor confirms that the services provided under the above-referenced contract will be performed in the United States or Canada.

Dated at _____, Vermont this ____ day of _____, 2018.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

**Attachment F:
Burlington Union Deterrence Ordinance Certification**

DRAFT

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, _____, on behalf of _____
(Contractor) and in connection with _____ (City
contract/project/grant), hereby certify under oath that _____
(Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will
it over the life of the contract advertise or provide union deterrence services in violation of the
City's union deterrence ordinance.

Dated at _____, Vermont this ____ day of _____, 20__.

By: _____
Duly Authorized Agent

**Attachment G:
Consultant's Certificate of Insurance**

DRAFT

**Attachment H:
MuniCap MSRB Notice**

DRAFT

MuniCap MSRB Notices

Consultant is registered as a “municipal advisor” under Section 15B of the Securities Exchange Act of 1934 and rules and regulations adopted by the Securities Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”). Pursuant to MSRB Rule G-10, Consultant (MuniCap, Inc.) is required to provide Client with the following information.

Consultant has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to Client in accordance with its fiduciary duty to municipal-entity clients and the standard of care required by MSRB Rule G-42(a)(i) concerning obligated person clients. To the extent any material conflicts of interest arise after the date of this agreement, Consultant will provide information concerning any material conflicts of interest in the form of a written supplement to this agreement.

As part of this registration, the Consultant is required to disclose any legal or disciplinary event that is material to the client’s evaluation of the Consultant or the integrity of its management or advisory personnel. The Consultant has determined that no such event exists.

Copies of Consultant filings with the SEC are available via the SEC’s EDGAR system by searching “Company Filings,” which is available via the Internet at:

<https://www.sec.gov/edgar/searchedgar/companysearch.html>. Search for “MuniCap” or for Consultant’s CIK number, which is 0001614774.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Board of Finance and City Council Submission Checklist

Department: CT Office Submitter: Ashley Parker

Title/Subject: MuniCap, Inc., FY24 TIF District Administration Consultant Contract

	Approval:	Meeting Date:
☒	Board of Finance	7/17/2023
☒	City Council	7/24/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/27/2023	Katherine Schad
Mayor's Office informed and approved memo	Yes	7/12/2023	Jordan Redell
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	7/11/2023	Jared Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/11/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	7/11/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

MEMO

Date: July 17, 2023

To: Board of Finance

From: Kim Bleakley, Central Facilities Manager, Department of Parks, Recreation & Waterfront

CC: Cindi Wight, Director; Deryk Roach, Parks and Central Facilities Superintendent

Re: Completion of City Hall Fountain Repairs

I. Purpose

This memo seeks approval to execute all necessary contracts and budget approvals to complete the repairs to the City Hall fountain.

II. Background

As part of the most recent renovation in City Hall in 2021, the intent was to have the contractor make repairs to the exterior fountain. The contractor who was awarded to City Hall renovation project was Vermont owned Farrington Construction Company. At this time preliminary troubleshooting and repair work started. With this initial work, there is now a concrete plan to get this beautiful fountain up and running again.

III. PROCESS

The initial troubleshooting and repair work was completed by Farrington Construction Company, who was awarded the renovation project in City Hall. Farrington Construction was the low bid for the renovation RFP. We recommend to award this project to Farrington Construction Company in order to bring this project to completion. Please note the following dates associated with the RFP for the City Hall Renovation:

Date of Issuance: August 14, 2020

Virtual Site Visit: Mandatory for General Contractor's August 20, 2020

10:00 AM

Intent to Bid: August 21, 2020 12:00 PM

Questions Due: August 26, 2020 12:00 PM

Answers Posted: August 28, 2020 5:00 PM

Proposal Due Date: September 1, 2020 12:00 PM

IV. PROJECT FUNDING SOURCES, BUDGET AND ESTIMATES

Funding for this project comes from Facilities Capital and was approved as part of the FY '23 budget. The Capital Committee approved this budget in 2022, prior to City Council approving the budget.

Funding Sources & Budget	
Facilities Capital	\$85,000.00
Total Budget	\$85,000.00
Contractor bid	\$73,819.00



~10% Contingency (on above items)	\$7,381.00
Total Project Estimate	\$81,200.00

The contingency on the bid amount above is intended to cover any unanticipated costs that may come up as part of the restoration.

V. SCHEDULE

The anticipated project schedule is as follows:

- May 2023 RFP issued for the exterior restoration of City Hall
- July 2023: Board of Finance and City Council approvals
- July 2023: Contract signed
- Late Summer 2023: Estimated construction begins

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council authorize the execution of a contract with Farrington Construction Company, for a price not to exceed \$73,819.00 to complete fountain repair at City Hall, plus a project contingency of \$ 7,381.00 (total request including contingency not to exceed \$ 81,200.00, and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract and any related documents needed to carry out the project, subject to the review of the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Department: BPRW Submitter: Kim Bleakley

Title/Subject: City Hall Fountain Repair Completion

	Approval:	Meeting Date:
☒	Board of Finance	7/17/2023
☐	City Council	Click or tap to enter a date.
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/7/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	7/11/2023	Click or tap here to enter text.
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	7/11/2023	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/11/2023	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



To: Board of Finance
City Council

From: Megan Moir, Division Director - Water Resources

Cc: Chapin Spencer, DPW Director
Kerin Durfee, Director of Human Resources
Tony Berry, Human Resources Manager

Date: July 17, 2023

Subject: 1. Creation of two (2) new Water Distribution Field Technician positions
2. Reclassification of the Water Distribution Working Foreman position

EXECUTIVE SUMMARY

The Water Resources Division (WRD) of the Department of Public Works (DPW) requests Board of Finance and City Council approval for:

1. Creation of two (2) Water Distribution Field Technicians, Regular, Full-time, Non-Exempt, AFSCME, Grade 15, roles in the Department of Public Works.
2. Reclassification and retitling of the Water Distribution Working Foreman, a Regular, Full-Time, Non-Exempt, AFSCME, Grade 16, role to Water Distribution Working Foreperson, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, role in the Department of Public Works. *Please note this request also includes Retroactive pay of approximately \$5,500 due to being effective January 24, 2023.*

Additional details are provided below in the background.

Funds for the creation of the two additional Distribution Field Technician positions (including benefits) and the reclassification of the two (2) working foreperson positions were included as part of the approved FY24 budget.

BACKGROUND

Creation of two additional Water Distribution Field Technician positions

Addition of staff to the Distribution workgroup was one of the recommendations of the Raftelis Staffing Recommendation Study completed in May 2023 (see <https://bit.ly/2023WRStaffing>) and presented to the City Council as part of the FY24 Budget Approval process. The Distribution Team is responsible for maintaining and repairing the City's network of water mains, hydrants and service lines. A minimum crew size of 4 employees is needed to safely and efficiently perform the majority of the construction projects assigned to this team. The current number of distribution field technicians (8 total, including the 2 working forepersons) does not account for true labor yield which would appropriately factor in time off, illness, position vacancies etc. Additionally, the hiring of seasonal or temporary employees has been increasingly more challenging in the recent years. The temporary nature of these types of employees can limit their usefulness during many types of jobs and

emergencies – as water distribution jobs require a high level of safety and technical training given that they are involved with protecting the drinking water supply and ultimately public health.

As a result, it is a frequent occurrence that at least one crew does not meet minimum staffing. Because of this, the workgroup struggles to complete critical preventative maintenance activities such as valve exercising or hydrant flushing, and cannot take on other capital improvement projects which would improve the system. In some cases, for extended emergency work, there are not enough crew members to complete the work and contractors must be called in (at significant cost to the City) to complete emergency work. The addition of these two FTEs will improve the ability of the two crews to complete annual work-plans and to respond to emergencies, while reducing the use of overtime. In the winter time, if not being used to supplement crews on winter main breaks, these new employees can be assigned to support the meter technician team with meter replacement (approximately 70% of the City's meters are past their useful life) and support the City's plowing operations.

Reclassification of the Water Distribution Working Foreman positions

There are currently two (2) Water Distribution Working Foreman positions on the Distribution team. Each leads a crew of 3 distribution technicians. In accordance with the Collective Bargaining Agreement, Section 9.2, AFSCME requested a reclassification review of the Working Distribution Working Foreman job descriptions on January 24, 2023. As the result of this request, staff worked in consultation with management to make several updates to the job description and submitted it for grading to the Human Resource Department. The submission for grading included management's description of the technical skills that must be employed and safety hazards that must be managed by these individuals as they lead these small teams, as well as the importance of these role to protecting the City's water supply and thus public health. Since these are AFSCME Bargaining Unit roles, HR and management worked with the appropriate representatives from AFSCME during the process.

The grading committee determined that, based on Willis classification scoring, the grade of the position should be increased one grade from Grade 16 to Grade 17.

In addition to being paid at the higher grade moving forward, these individuals are owed retroactive pay from January 24, 2023.

Please see the proposed organizational chart for these proposed changes.

BUDGET IMPACT

The City's Human Resources Department has reviewed the position descriptions, and determined the recommended pay scale for these positions as:

Position	Grade	Salary Impact
2 Distribution Technicians (new)	AFSCME, Grade 15	\$112,344 to \$125,176 ¹
Reclassification of two Water Distribution Working Forepersons - total (reclassification)	AFSCME, Grade 17	\$8,100 ²
Total Retroactive pay estimate		\$5,500

Notes

1) Unless otherwise noted, salary shown is Step 1-7 within the grade.

- 2) Total annual increase for the two incumbents in the position is shown.
- 3) Estimated retroactive pay, including potential retroactive payment on overtime hours.

Funds for the creation of the two additional Distribution Field Technician positions (including benefits) and the reclassification of the two (2) working foreperson positions were included as part of the approved FY24 budget.

Motions

Board of Finance Motion:

To recommend that City Council approve the:

1. Creation of two (2) Water Distribution Field Technician positions, Regular, Full-time, Non-Exempt, AFSCME, Grade 15, roles in the Department of Public Works.
2. Reclassification and retitling of the two (2) Water Distribution Working Foreman, Regular, Full-Time, Non-Exempt, AFSCME, Grade 16, roles to Water Distribution Working Foreperson, Regular, Full-time, Non-Exempt, AFSCME, Grade 17, roles in the Department of Public Works, retroactive to January 24, 2023 and further authorize associated retroactive pay not to exceed \$5,500.

City Council Motion:

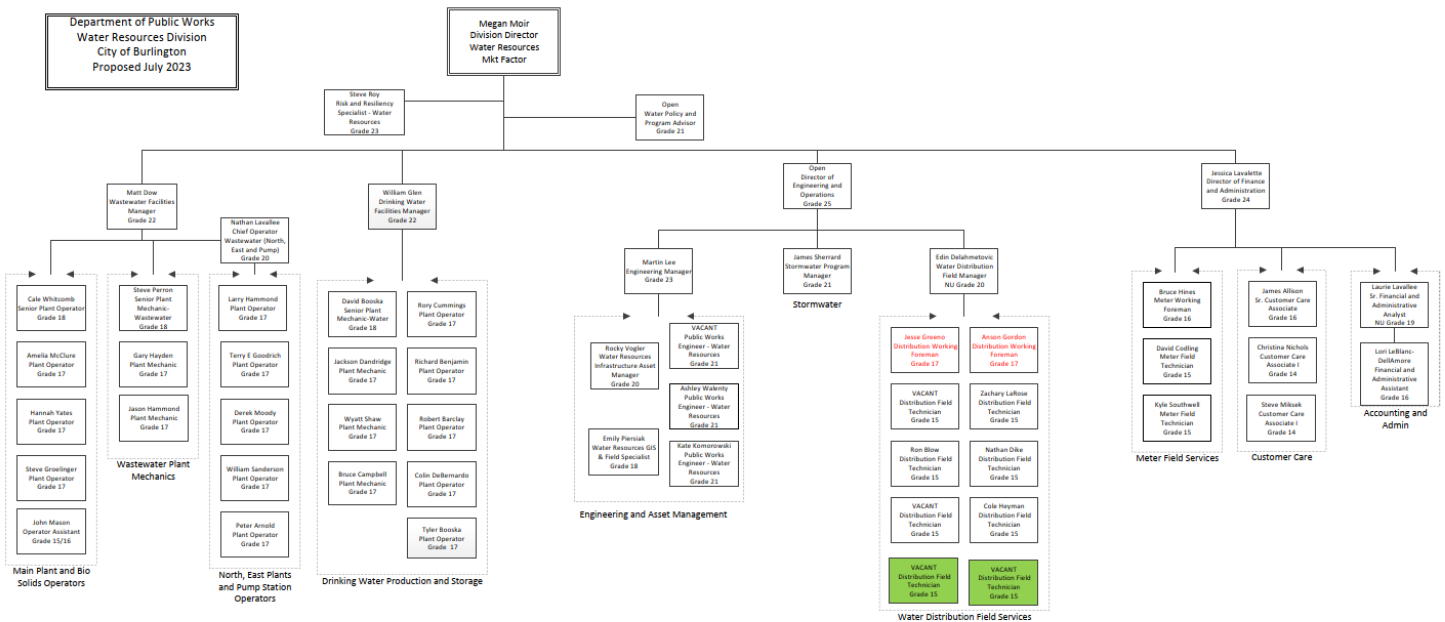
To approve the:

1. Creation of two (2) Water Distribution Field Technician, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15, roles in the Department of Public Works.
2. Reclassification and retitling of the two (2) Water Distribution Working Foreman, Regular, Full-Time, Non-Exempt, AFSCME, Grade 16, roles to Water Distribution Working Foreperson, Regular, Full-time, Non-Exempt, AFSCME, Grade 17, roles in the Department of Public Works, retroactive to January 24, 2023 and further authorize associated retroactive pay not to exceed \$5,500.

Attachments:

- A. Job Descriptions
- B. Organizational Chart

Proposed Organizational Chart



Job Description

City of Burlington Job Description

Position Title: Water Distribution Working Foreperson

Department: Department of Public Works

Reports to: Water Distribution Field Manager

Pay Grade: 1746

Job Code: 1168

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose: This position is responsible for providing on-site leadership, direction and technical expertise to field service crew members engaged in installing, maintaining and repairing the City's Water Distribution system and connections [in accordance with Federal, State, City and AWWA \(American Water Works Association\) standards and regulations](#). This position acts as a liaison between the Department of Public Works and the general public as it relates to field work being performed.

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

- Required to perform all essential tasks of the Distribution Field Technicians, as needed.
- Prepare, coordinate, provide technical oversight to and review the work of the Distribution Field Technicians in daily work assignments and projects including, but not limited to:
 - maintenance and repair of all aspects of the water system including water mains, water services, hydrants, and valves
 - related repairs such as maintenance and restoration of excavated areas such as lawns, greenbelts and paved surfaces
 - dig safe response as necessary
 - Coordination activities include:
 - preparing job parts lists and ensuring parts availability with Inventory Specialist
 - pulling excavation permits
 - ensuring customer estimate appointments are kept
 - scheduling external traffic control
 - coordinating with Metering group, Street Maintenance or external contractors as needed for additional resources
 - Technical oversight includes ensuring all activities above are completed in accordance with [American Water Works Association \(AWWA\)](#) standards and/or Division procedures, ordinances or policies, including [digsafe](#), traffic control and

excavation backfill standards.

- Oversight and direction regarding the safe and timely completion of projects and restoration of water service
- Complete required paper work accurately, including but not limited to production reports, crew schedules, service estimates, first report of accident and computer based asset tracking applications (valve inspections, water break reporting etc.).
- Assist Water Distribution Field Manager with supervision, coaching, and training of crew members.
- Participate, promote and encourage safe work practices in accordance with Federal, State and Local regulations.
- Requisition materials required to complete projects in a manner consistent with Department policies, procedures and City/State/AWWA standards.
- Maintain control over progress and quality of work in accordance with departmental goals, objectives and standards [and City/State/AWWA Standards](#).
- Respond to distribution related See Click Fix requests.
- Participate in the hiring process including but not limited to interviewing, evaluating and recommending applicants.
- Review and coordinate collection of asset information for the various categories of infrastructure through the use of applicable technology.
- Comply with and promote adherence to all departmental safety policies, protocols and procedures and OSHA regulations, including but not limited to ensuring a safe work area, wearing appropriate Personal Protective Equipment, and stopping work if there is any question of safety. Oversee compliance with and tracks safety training of subordinates related to these requirements.
- Act as “Ambassador” for the City and DPW by carrying out work and interacting with co-workers and the public in a respectful, professional manner.
- Represent Water Resources at community events to promote departmental initiatives and programs.
- Plow City streets and sidewalks with the Street Division in accordance with the provisions of the Union contract.
- Provide on-call coverage as assigned, including after-hours, nights, weekends and holidays.

Non-Essential Job Functions:

- Perform other duties as required.

Qualifications/Basic Job Requirements:

- High School diploma or equivalent required.
- Three (3) years of experience in underground water infrastructure construction, maintenance and repair with at least one (1) year in a supervisory role required. Additional experience in metering or plumbing is preferred.
- Possession of a Commercial Driver’s License B at time of application, and must obtain and maintain a Commercial Driver’s License Class A within one (1) year of date of hire required.

- Vermont State Operator Classification, Class D required or the ability to obtain certification with one (1) year of date of hire required.
- Demonstrated knowledge of the water distribution system, connectors, including but not limited to locating underground service lines such as gas and power supply, principles of water pressure and hydraulic engineering.
- Demonstrated knowledge of water main installation and repairs, water main valve installation and repairs, water service installation and repairs, and fire hydrant installation and repairs.
- Ability to direct work activities of a small work crew and lead by example.
- Ability to select and assign staff to each task.
- Ability to determine and demonstrate appropriate methods, procedures and techniques for tasks assigned.
- Ability to complete work projects in a safe and timely manner to avoid extensive disruption of service for water users.
- Ability to read and understand blue prints and/or GIS maps to identify and locate water shutoffs and water lines.
- Knowledge of the internal works of plumbing, fixtures and water meters with residential and commercial properties.
- Knowledge about and ability to operate power and hand tools related to water distribution and metering.
- Ability to use computers, smart phones, iPads, email and the internet effectively.
- [Ability to use Asset Management software.](#)
- Ability to read and understand blue prints to identify and locate water shut offs and water lines.
- Strong problem solving and decision making skills required.
- Strong communication skills, both oral and written required.
- Ability to train, motivate and coach subordinate workers.
- Ability to safely operate dump truck, front end loader, sidewalk plows, jackhammer, backhoe, and other related equipment.
- Ability to complete work projects in a timely manner to avoid extensive interruption of service for water users.
- Ability to operate wheeled and tracked snow plow equipment on City streets and sidewalks to plow, remove snow and ice, salt and sand.
- Ability to work outdoors in all weather conditions.
- Physical ability to perform manual labor required for water distribution work (see chart below)
- Ability to work in confined spaces and in moving traffic areas.
- Ability to work after-hours, nights, weekends and on call as required.
- Ability to work effectively with field service members, leaders, other divisions, and the general public.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies. This includes ongoing trainings and professional development.

- Regular and timely attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies and Chapter 31 of the City ordinance.
- Ability to create and maintain an environment that embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.

Physical & Mental/Reasoning Requirements; Work Environment:

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

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (73 pounds, 8 inches to 48 inches and waist to shoulder lift of 40 pounds – a two person lift is required for 73 pounds and above)
x	hearing/listening	x	carrying (73 pounds, a two person carry is required for 73 pounds and above)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling – up to 65 pounds
	reading – complex	x	shift work
x	math skills – basic	x	Spinal rotation – twisting/turning
	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact	X	Reaching X Stooping X Bending
x	verbal contact w/others	X	Kneeling X Crouching
X	Walking – up to 12 hours per day	X	Sitting – up to 4 hours per day

Supervision:

Directly Supervises: 0

Indirectly Supervises: 3 (plus temporary position(s) as needed)

City of Burlington Job Description

Position Title: Water Distribution Field Technician

Department: Department of Public Works

Reports to: Water Distribution Field Manager

Pay Grade: 15

Job Code: 428

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose: This position is responsible for all activities in the water distribution system. This includes installing, maintaining and repairing the City water main distribution system, domestic and commercial service connections and fire hydrants. In addition, may be required to support the Meter Field Crew as assigned.

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

- Receive daily work schedule from Water Distribution Working Foreman directing job activities, tasks and specific instructions; load required equipment, tools, materials etc., and safely complete tasks according to schedule.
- Respond to emergency call outs as directed including but limited to suspected water leaks and main breaks. In the event of a confirmed break, begin process of shutting down isolating valves immediately.
- Re-fill and resurface roadways.
- Install, maintain, repair or replace sections of water mains, valves or domestic and commercial water service connections as scheduled, in a manner in accordance with American Water Works Association (AWWA) standards.
- Install, maintain, repair or replace fire hydrants; re-surface ground area; maintain free access to hydrants by clearing debris, shoveling or plowing accumulated snow, flush, pump and flow test fire hydrants as necessary.
- Ensure a safe work area for all projects assigned.
- Inspect new water lines laid by contractors for conformance to departmental and State regulations and standards.
- Gather asset information for the various categories of infrastructures, signs, hydrants, making use of hand-held computer and GPS receiver.
- Locate, expose and raise or lower road and gate boxes as directed for Street Division paving projects.
- Respond to Dig-Safe notifications as assigned and identify all water supply lines according to departmental protocol.

- Maintain assigned vehicle and equipment in proper working order, keep required equipment, tools, materials & supplies on vehicle as needed.
- Plow City streets and sidewalks with the street division in accordance with the provisions of the Union contract.
- Perform backfilling and landscaping of City green belt and lawn areas.
- Act as “Ambassador” for the City, carrying out work and interacting with co-workers and the public in a respectful, professional manner.
- Comply with all departmental safety policies, protocols and procedures and OSHA regulations, including but not limited to ensuring a safe work area, wearing appropriate Personal Protective Equipment, and stopping work if there is any question of safety.
- Attend safety and professional development trainings as required.
- May be required to assist the Metering Field Crew with routine metering work as necessary as assigned by the Water Distribution Field Manager.
- Provide on-call coverage as assigned including nights, weekends and holidays.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- High School Diploma or equivalent required.
- One (1) year previous experience in underground water construction or other underground construction preferred.
- Vermont State Operator Classification, Class D or equivalent required or the ability to obtain certification within one (1) year of date of hire required.
- Demonstrated working knowledge of the internal works of plumbing and fixtures with residential and commercial properties preferred.
- Ability to read and understand blue prints to identify and locate water shut-offs, and water lines.
- Training in construction equipment and tool use and their related safety practices required.
- Possession of a Commercial Driver’s License Class B at time of application, but must obtain and maintain a Commercial Driver’s License Class A within the probationary period of the position required.
- Ability to learn City water distribution system and connectors, including but not limited to: locating underground service lines such as gas and power supply, principles of water pressure and hydraulic engineering, good safety practices, etc.
- Physical ability to perform manual labor required for water distribution work (see chart below)
- Ability to safely operate various hand held tools, including but not limited to: jack hammer, pick and shovel.
- Previous backhoe operation experience preferred.
- Ability to climb ladders in and out of trench excavations.
- Ability to work in confined spaces required.
- Ability to work in all weather conditions required.

- Work on after-hours, nights, holidays and weekends and on call as required.
- Flexible team player that takes direction well, is safety conscious, customer-oriented, and willing and able to learn to operate all equipment and perform all tasks as assigned.
- Ability to create and maintain an environment that appropriately embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- Ability to work effectively and in a professional manner with crew members and leaders, other divisions and the general public.
- Ability to learn and maintain VOSHA safety rules and regulations as they pertain to the Department of Public Works.
- 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.
- Regular and timely attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies and Chapter 31 of the City ordinance.

Physical & Mental/Reasoning Requirements; Work Environment:

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

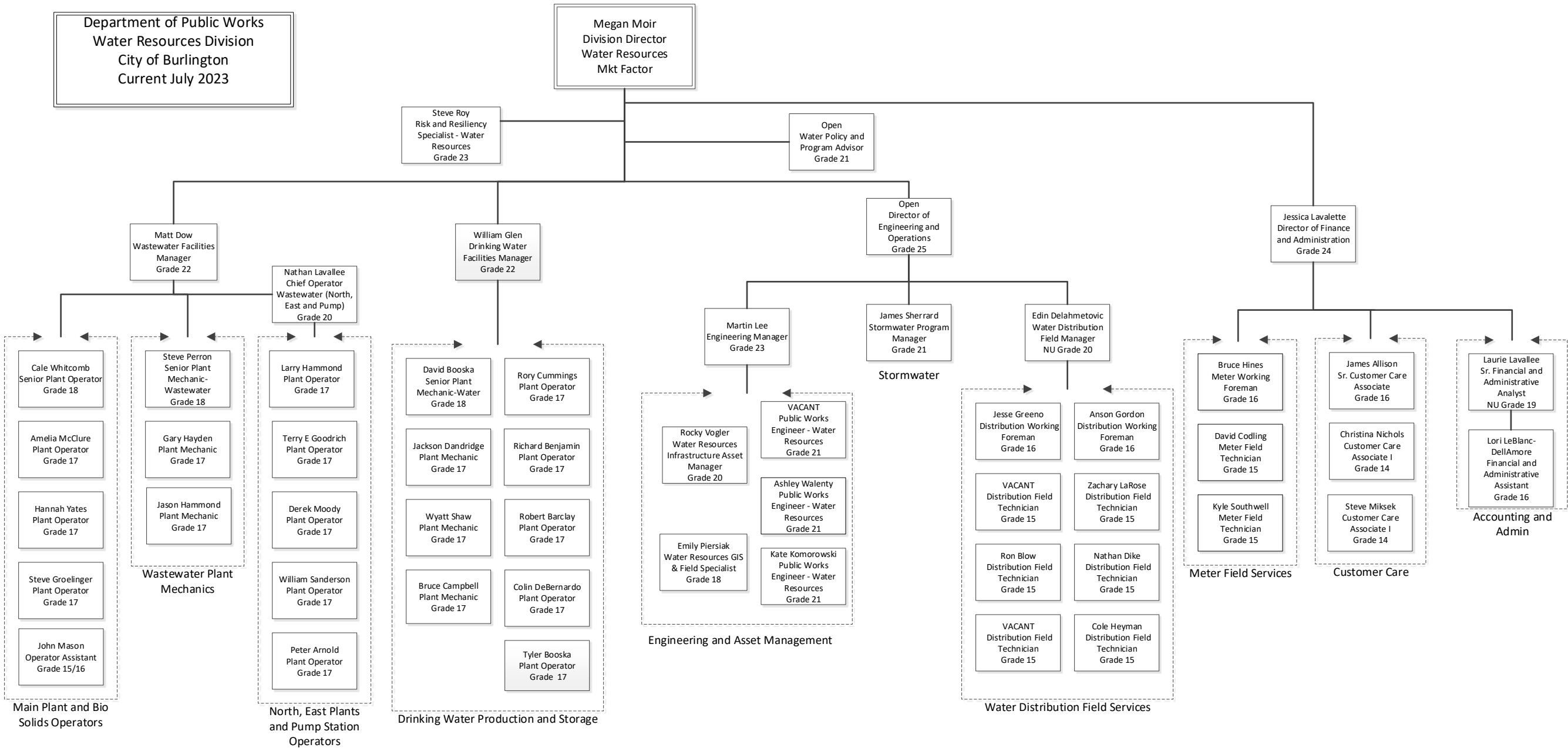
x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (76 pounds, 8 inches to 48 inches and waist to shoulder lift of 60 pounds)
x	hearing/listening	x	carrying (76 pounds, a two person carry is required for 77 pounds and above)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling – up to 65 pounds
	reading – complex	x	shift work
x	math skills – basic	x	Spinal rotation – twisting/turning
	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment

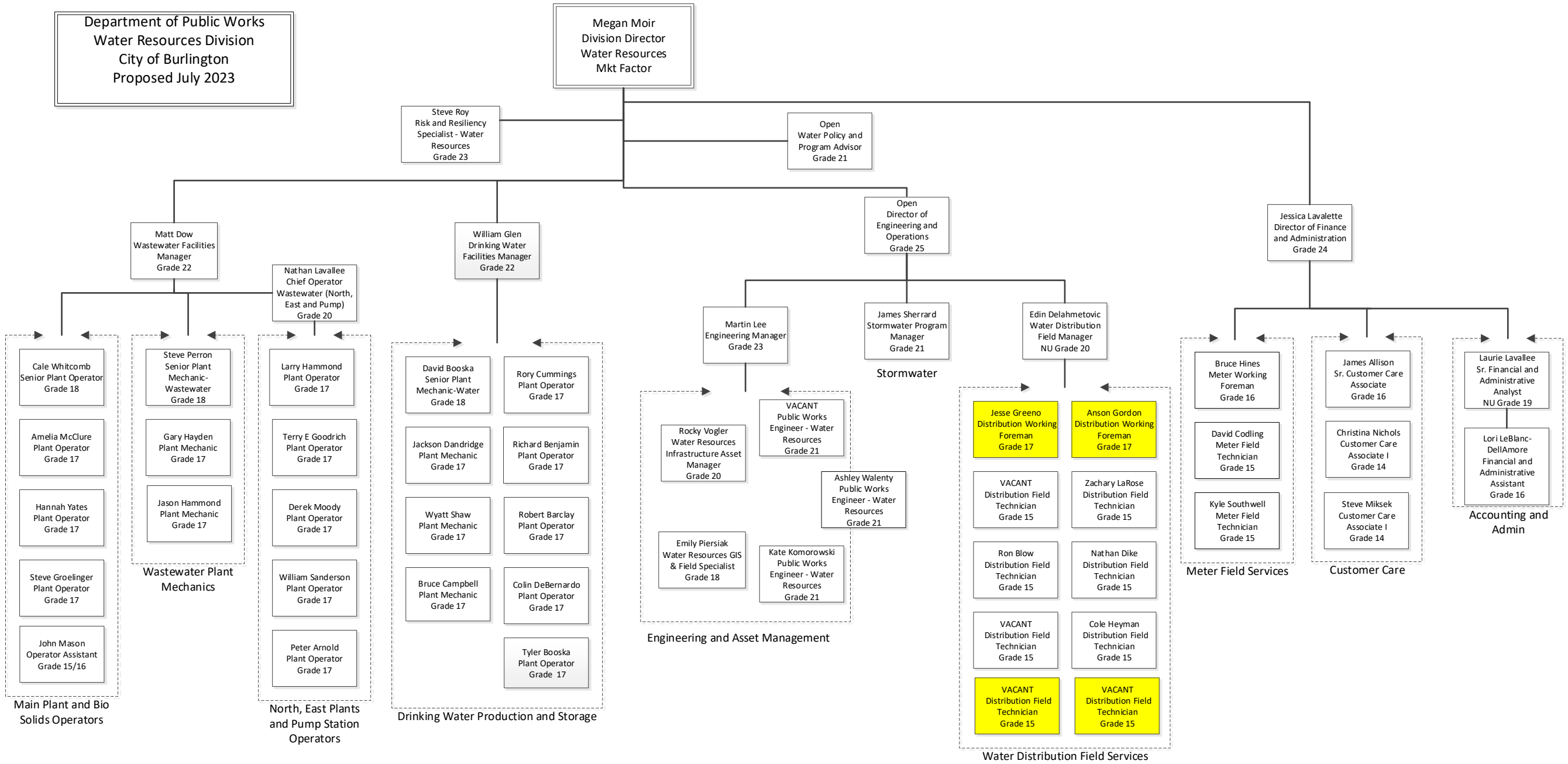
x	works with others	x	mechanical equipment
x	face-to-face contact	X	Reaching X Stooping X Bending
x	verbal contact w/others	X	Kneeling X Crouching
X	Walking – up to 12 hours per day	X	Sitting – up to 4 hours per day

Supervision:

Directly Supervises: __0__

Indirectly Supervises: __0__





Board of Finance and City Council Submission Checklist

Megan Moir, Division Director -
Water Resources
Chapin Spencer, DPW Director
Kerin Durfee, Director HR

Department: DPW Submitter: Tony Berry, Human HR

Creation of two (2) new Water Distribution Field Technician positions
Reclassification of the Water Distribution Working Foreman position

Title/Subject: _____

	Approval:	Meeting Date:
☒	Board of Finance	7/17/2023
☒	City Council	7/24/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/11/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	7/12/2023	Click or tap here to enter text.
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	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/11/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	7/12/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Yes	7/11/2023	Tony Berry
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	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.

Resolution Relating to

AUTHORIZATION FOR PUBLIC IMPROVEMENT BONDS
FOR SCHOOL DISTRICT CAPITAL IMPROVEMENTS –
MARCH 7, 2017 VOTER AUTHORIZATION

RESOLUTION_____

Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three.....

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

That WHEREAS, on March 7, 2017, voters of the City of Burlington approved a ballot question and authorized the City Council to issue general obligation bonds or notes in an aggregate principal amount not to exceed Nineteen Million Dollars and 00/100 (\$19,000,000.00) for the purpose of accomplishing capital improvements at each of the school district's buildings in order to eliminate or substantially reduce the deferred maintenance of such buildings in order to preserve their value for future educational use; and

WHEREAS, pursuant to such voter authorization, the City previously issued its \$300,000 General Obligation Public Improvement Bonds Series 2017C and its \$6,000,000 General Obligation Public Improvement Bonds Series 2018B for the Burlington School District; and

WHEREAS, the Board of School Commissioners (the “Board”) of the Burlington School District, at its board meeting held June 6, 2023, has requested that the City Council issue general obligation bonds or notes in a principal amount not to exceed Two Million Dollars (\$2,000,000) pursuant to the March 7, 2017 voter authorization to finance capital improvements, additions and replacements to the Integrated Arts Academy, including the HVAC system and site improvements for such school building (the “Project”); and

WHEREAS, the City Council, upon the request of the Board, wishes to approve the issuance of such general obligation public improvement bonds in a principal amount not to exceed Two Million Dollars (\$2,000,000) pursuant to the voter approved authorization; and

NOW, THEREFORE, BE IT RESOLVED that the City Council has determined that it is necessary to pledge the credit of the City in an aggregate principal amount not to exceed \$2,000,000 and to issue general obligation public improvement bonds for such purpose (the “Bonds”); and

BE IT FURTHER RESOLVED that such Bonds may be sold in a private placement, competitive public offering, or negotiated sale with one or more underwriters or underwriting firms, and may be sold and issued with the other general obligation bonds or notes approved by the City Council; and

BE IT FURTHER RESOLVED that the pledging of the City's credit for such Bonds is hereby authorized, with the amount of indebtedness and the form of the evidence of indebtedness to be issued, the interest rates, and payment schedule to be further determined by the Chief Administrative Officer; provided

26 that the true interest cost for the Bonds as determined by the Chief Administrative Officer, shall not exceed six
27 and one-half percent (6.50%) per annum; and

28 BE IT FURTHER RESOLVED that in the event that the true interest cost of the Bonds would exceed
29 six and one-half percent (6.50%) per annum, the prior approval of the City's Board of Finance shall be
30 required; and

31 BE IT FURTHER RESOLVED that the Bonds, when issued and delivered, shall be valid and binding
32 general obligations of the City payable according to the terms and tenor thereof from unlimited ad valorem
33 taxes duly assessed on the grand list of all taxable property in the City and from the Burlington School District
34 funds received from the State of Vermont Education Fund; and

35 BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, and the Banking and
36 Cash Operations Manager are, and each one of them is, hereby authorized and directed to prepare one or more
37 Official Statements of the City as they deem necessary in the City's best interest. The Mayor, the Chief
38 Administrative Officer, and the Banking and Cash Operations Manager are, and each one of them is, hereby
39 authorized to execute and deliver one or more final Official Statements and to execute and deliver such
40 agreements, including one or more bond purchase agreement with the underwriter or underwriters for the
41 Bonds, continuing disclosure certificates, certificates as to use of proceeds and all other documents,
42 agreements and instruments necessary or convenient in connection with the issuance of the Bonds; and

43 BE IT FURTHER RESOLVED that, in order to obtain efficiency in the issuance of the Bonds, reduce
44 transaction expenses, and seek the potential opportunity for more favorable interest rates, the Chief
45 Administrative Officer may combine the issuance of the Bonds in one or more series with other bonds or notes
46 as authorized by the City Council for other capital projects; and

47 BE IT FURTHER RESOLVED that, if in the opinion of the Chief Administrative Officer, it is
48 desirable and in the City's best interest to obtain bond insurance for the Bonds, the Mayor, the Chief
49 Administrative Officer, and the Banking and Cash Operations Manager are, and each one of them is, hereby
50 authorized, to enter into such agreements and instruments with the bond insurer in order to obtain bond
51 insurance for the Bonds; and

52 BE IT FURTHER RESOLVED that it is the official intent of the City Council to reimburse some
53 capital expenditures made during the City's 2024 fiscal year in furtherance of the Project in an amount not to
54 exceed \$1,000,000 in the aggregate, with the proceeds of tax-exempt bonds, in accordance with the

55 requirements of Section 1.150-2 of the Treasury Regulations adopted under the Internal Revenue Code of
56 1986, as amended; and

57 BE IT FURTHER RESOLVED that the City reasonably expects on the date hereof that it will
58 reimburse such expenditures with the proceeds of tax-exempt bonds; and

59 BE IT FURTHER RESOLVED that the City’s Chief Administrative Officer and the Banking and Cash
60 Operations Manager are each further authorized to declare additional notices of official intent to reimburse
61 capital expenditures made in furtherance of the Project with the proceeds of tax-exempt bonds.

62

63 KS/JP/Resolutions 2023/Authorization for Public Improvement Bonds for School District Capital Improvements – March 7, 2017 Voter

64 Authorization

65 July 17, 2023



OFFICE OF THE CLERK/TREASURER

City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

MEMORANDUM

TO: Board of Finance and City Council

FROM: Darlene Bayko, Banking & Cash Operations Manager
Katherine Schad, Chief Administrative Officer

DATE: July 17 and 24, 2023

RE: Approval of Five Resolutions for Annual Borrowing for FY24 for City and School

Overview

The Clerk Treasurer's Office and the Burlington School District present several resolutions for annual FY24 borrowing for capital needs, specifically:

1. Resolution for the \$7M annual borrowing for FY24 (BED, City and BSD);
2. Resolution for the refunding of the \$7M Bond Anticipation Note for FY23 (BED, City and BSD), which is due on September 14, 2023;
3. Resolution for up to \$5M capital improvement bonds (voter approved March 2022);
4. Resolution for up to \$2M in bonds for BSD Integrated Arts Academy (voter approved March 2017); and
5. Resolution for up to \$130M in bonds for the Burlington High School (voter approved November 2022), which includes \$40M for the refinancing of the Bond Anticipation Note, which is due September 14, 2023.

Please note that we expect the true interest cost for any and all financing to be less than 6.5% and will come back to the Board of Finance for additional approval if the true interest cost exceeds 6.5%.

For ease, these resolutions may be considered as a slate.

Specifics

1. The first Resolution is for \$7M in annual borrowing for FY24, specifically \$2M to accommodate the working capital and capital improvement needs of the City; \$3M for capital improvements, additions and replacements required for the efficient operation of BED; and \$2M to accommodate the working capital and capital improvement, additions and replacements required for the efficient and economical operation of BSD.
2. The second Resolution is to refund the \$7M Bond Anticipation Note for FY23 which City Council adopted on June 27, 2022, for the same purposes as the first Resolution describes above.
3. The third Resolution is for up to \$5M of capital improvement bonds, which is a part of the March 1, 2022, annual meeting vote to authorize City Council to issue general obligation bonds in an aggregate amount not to exceed \$23.8M. Note that on June 27, 2022 the City Council approved the issuance of general obligation bonds of \$13M.

4. The fourth Resolution is for up to \$2M in bonds for the BSD Integrated Arts Academy. On March 7, 2017, voters approved a ballot question and authorized the City Council to issue general obligation bonds in an amount not to exceed \$19M. Pursuant to such voter authorization, the City previously issued its \$300,000 General Obligation Public Improvement Bonds Series 2017C and its \$6M General Obligation Public Improvement Bonds Series 2018B for the Burlington School District. The Board of School Commissioners of the BSD, at its board meeting held June 6, 2023, has requested that the City Council issue general obligation bonds in an amount not to exceed \$2M pursuant.
5. The fifth Resolution is for up to \$130M in bonds for the Burlington High School, which includes \$40M for the refinancing of the Bond Anticipation Note. On November 8, 2022, voters of the City of Burlington authorized the City Council to issue general obligation bonds or notes in an aggregate amount not to exceed \$165M. On May 15, 2023, the City Council authorized the Chief Administrative Officer to borrow \$40M in the form of one or more bond anticipation or other short-term notes in anticipation of the issuance and sale of bonds as approved by the voters in order to have available money with which to defray the costs of the capital improvement(s) for the Project as work progresses. The Board of School Commissioners, by motion adopted by the Board of School Commissioners at its June 6, 2023 meeting, requested that the City Council approve the issuance of up to \$130M in bonds pursuant to the November 8, 2022 voter approval, of which \$40M in principal amount will be used to refinance the Prior Note on the maturity thereof.

Board of Finance Motion

Move to approve and recommend that the City Council adopt the following resolutions related to FY24 borrowing :

1. Resolution for the \$7M annual borrowing for FY24 (BED, City and BSD);
2. Resolution for the refunding of the \$7M Bond Anticipation Note for FY23 (BED, City and BSD), which is due on September 14, 2023;
3. Resolution for up to \$5M capital improvement bonds (voter approved March 2022);
4. Resolution for up to \$2M in bonds for BSD Integrated Arts Academy (voter approved March 2017); and
5. Resolution for up to \$130M in bonds for the Burlington High School (voter approved November 2022), which includes \$40M for the refinancing of the Bond Anticipation Note, which is due September 14, 2023.

Resolution Relating to

AUTHORIZATION FOR CAPITAL PUBLIC
IMPROVEMENT INFRASTRUCTURE BONDS – MARCH 1,
2022 VOTER AUTHORIZATION

RESOLUTION _____
Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three

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

1 That WHEREAS, at a special meeting held on March 1, 2022, voters of the City of Burlington, by in excess
2 of 2/3rds of the voters voting at such meeting, authorized the City Council to issue general obligation bonds or
3 notes in one or more series in an aggregate principal amount not to exceed Twenty Three Million Eight
4 Hundred Thousand Dollars and 00/100 (\$23,800,000.00) for the purpose of funding capital improvement
5 infrastructure projects of the City and its departments (the “Projects”); and
6 WHEREAS, pursuant to such voter authorization, the City Council by Resolution adopted June 27,
7 2022, approved the issuance of general obligation bonds and notes in a principal amount not to exceed
8 Thirteen Million Dollars (\$13,000,000) of the total amount approved, which bonds were issued August 31,
9 2022 as the General Obligation Public Improvement Bonds, Series 2022A; and
10 WHEREAS, the City Council now intends to approve the issuance of general obligation bonds or notes
11 in a principal amount not to exceed Five Million Dollars (\$5,000,000) of the total amount approved, to be
12 issued in one or more series to finance a portion of the Projects for the City and its departments (the “Bonds”);
13 and
14 WHEREAS, the City is in the process of soliciting proposals from qualified underwriting firms and
15 financial institutions to sell, in a competitive or negotiated sale, the Bonds to finance such capital
16 improvement infrastructure projects; and
17 WHEREAS, the City intends to utilize the proceeds of tax-exempt bonds or other debt to pay the costs
18 of such capital infrastructure improvement projects, and may incur some capital costs prior to the issuance of
19 bonds to finance the capital improvement infrastructure projects of the City and its departments;
20 NOW, THEREFORE, BE IT RESOLVED that the City Council has determined that it is necessary to
21 pledge the credit of the City and to issue the Bonds in connection therewith in the principal amount not to
22 exceed Five Million Dollars (\$5,000,000); and

23 BE IT FURTHER RESOLVED that such Bonds may be sold in a private placement, public offering,
24 competitive sale, or negotiated sale with one or more underwriters or underwriting firms, and may be sold and
25 issued together with other general obligation bonds of the City; and

26 BE IT FURTHER RESOLVED that the pledging of the City's credit for such Bonds is hereby
27 authorized, with the amount of indebtedness and the form of the evidence of indebtedness to be issued, the
28 interest rates, and payment schedule to be determined by the Chief Administrative Officer or the Banking and
29 Cash Operations Manager; provided that the true interest cost for the Bonds as determined by the Chief
30 Administrative Officer or the Banking and Cash Operations Manager shall not exceed six and one-half percent
31 (6.50%) per annum; and

32 BE IT FURTHER RESOLVED that in the event that the true interest cost of the Bonds would exceed
33 six and one-half percent (6.50%) per annum, the prior approval of the City's Board of Finance shall be
34 required; and

35 BE IT FURTHER RESOLVED that the Bonds, when issued and delivered, shall be valid and binding
36 general obligations of the City payable according to the terms and tenor thereof from unlimited *ad valorem*
37 taxes duly assessed on the grand list of all taxable property in the City; and

38 BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, and the Banking and
39 Cash Operations Manager are, and each one of them is, hereby authorized and directed to prepare one or more
40 Official Statements of the City as they deem necessary in the City's best interest. The Mayor, the Chief
41 Administrative Officer, and the Banking and Cash Operations Manager are, and each one of them is, hereby
42 authorized to execute and deliver one or more final Official Statements and to execute and deliver such
43 agreements, including one or more bond purchase agreement with the underwriter or underwriters for the
44 Bonds, continuing disclosure certificates, certificates as to use of proceeds and all other documents,
45 agreements and instruments necessary or convenient in connection with the issuance of the Bonds; and

46 BE IT FURTHER RESOLVED that, in order to obtain efficiency in the issuance of such Bonds,
47 reduce transaction expenses, and seek the potential opportunity for more favorable interest rates, the Chief
48 Administrative Officer may combine the issuance of the Bonds in one or more series with other bonds or notes
49 as authorized by the City Council for other capital projects; and

50 BE IT FURTHER RESOLVED that, if in the opinion of the Chief Administrative Officer and/or the
51 Banking and Cash Operations Manager, it is desirable and in the City's best interest to obtain bond insurance
52 for the Bonds, the Mayor, the Chief Administrative Officer, and the Banking and Cash Operations Manager

are, and each one of them is, hereby authorized, to enter into such agreements and instruments with the bond insurer in order to obtain bond insurance for the Bonds; and

BE IT FURTHER RESOLVED that it is the official intent of the City Council to reimburse some capital expenditures made during the City’s 2024 fiscal year in furtherance of the Projects, in an amount not to exceed \$1,000,000 in the aggregate, with the proceeds of tax-exempt bonds, in accordance with the requirements of Section 1.150-2 of the Treasury Regulations adopted under the Internal Revenue Code of 1986, as amended; and

BE IT FURTHER RESOLVED that the City reasonably expects on the date hereof that it will reimburse such expenditures with the proceeds of tax-exempt bonds; and

BE IT FURTHER RESOLVED that the City’s Chief Administrative Officer and the Banking and Cash Operations Manager are each further authorized to declare additional notices of official intent to reimburse capital expenditures made in furtherance of the Projects with the proceeds of tax-exempt bonds.

KS/JP/Resolutions 2023/Authorization for Capital Public Improvement Infrastructure Bonds – May 1, 2022 Voter Authorization
July 13, 2023



OFFICE OF THE CLERK/TREASURER

City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

MEMORANDUM

TO: Board of Finance and City Council

FROM: Darlene Bayko, Banking & Cash Operations Manager
Katherine Schad, Chief Administrative Officer

DATE: July 17 and 24, 2023

RE: Approval of Five Resolutions for Annual Borrowing for FY24 for City and School

Overview

The Clerk Treasurer's Office and the Burlington School District present several resolutions for annual FY24 borrowing for capital needs, specifically:

1. Resolution for the \$7M annual borrowing for FY24 (BED, City and BSD);
2. Resolution for the refunding of the \$7M Bond Anticipation Note for FY23 (BED, City and BSD), which is due on September 14, 2023;
3. Resolution for up to \$5M capital improvement bonds (voter approved March 2022);
4. Resolution for up to \$2M in bonds for BSD Integrated Arts Academy (voter approved March 2017); and
5. Resolution for up to \$130M in bonds for the Burlington High School (voter approved November 2022), which includes \$40M for the refinancing of the Bond Anticipation Note, which is due September 14, 2023.

Please note that we expect the true interest cost for any and all financing to be less than 6.5% and will come back to the Board of Finance for additional approval if the true interest cost exceeds 6.5%.

For ease, these resolutions may be considered as a slate.

Specifics

1. The first Resolution is for \$7M in annual borrowing for FY24, specifically \$2M to accommodate the working capital and capital improvement needs of the City; \$3M for capital improvements, additions and replacements required for the efficient operation of BED; and \$2M to accommodate the working capital and capital improvement, additions and replacements required for the efficient and economical operation of BSD.
2. The second Resolution is to refund the \$7M Bond Anticipation Note for FY23 which City Council adopted on June 27, 2022, for the same purposes as the first Resolution describes above.
3. The third Resolution is for up to \$5M of capital improvement bonds, which is a part of the March 1, 2022, annual meeting vote to authorize City Council to issue general obligation bonds in an aggregate amount not to exceed \$23.8M. Note that on June 27, 2022 the City Council approved the issuance of general obligation bonds of \$13M.

4. The fourth Resolution is for up to \$2M in bonds for the BSD Integrated Arts Academy. On March 7, 2017, voters approved a ballot question and authorized the City Council to issue general obligation bonds in an amount not to exceed \$19M. Pursuant to such voter authorization, the City previously issued its \$300,000 General Obligation Public Improvement Bonds Series 2017C and its \$6M General Obligation Public Improvement Bonds Series 2018B for the Burlington School District. The Board of School Commissioners of the BSD, at its board meeting held June 6, 2023, has requested that the City Council issue general obligation bonds in an amount not to exceed \$2M pursuant.
5. The fifth Resolution is for up to \$130M in bonds for the Burlington High School, which includes \$40M for the refinancing of the Bond Anticipation Note. On November 8, 2022, voters of the City of Burlington authorized the City Council to issue general obligation bonds or notes in an aggregate amount not to exceed \$165M. On May 15, 2023, the City Council authorized the Chief Administrative Officer to borrow \$40M in the form of one or more bond anticipation or other short-term notes in anticipation of the issuance and sale of bonds as approved by the voters in order to have available money with which to defray the costs of the capital improvement(s) for the Project as work progresses. The Board of School Commissioners, by motion adopted by the Board of School Commissioners at its June 6, 2023 meeting, requested that the City Council approve the issuance of up to \$130M in bonds pursuant to the November 8, 2022 voter approval, of which \$40M in principal amount will be used to refinance the Prior Note on the maturity thereof.

Board of Finance Motion

Move to approve and recommend that the City Council adopt the following resolutions related to FY24 borrowing :

1. Resolution for the \$7M annual borrowing for FY24 (BED, City and BSD);
2. Resolution for the refunding of the \$7M Bond Anticipation Note for FY23 (BED, City and BSD), which is due on September 14, 2023;
3. Resolution for up to \$5M capital improvement bonds (voter approved March 2022);
4. Resolution for up to \$2M in bonds for BSD Integrated Arts Academy (voter approved March 2017); and
5. Resolution for up to \$130M in bonds for the Burlington High School (voter approved November 2022), which includes \$40M for the refinancing of the Bond Anticipation Note, which is due September 14, 2023.

Resolution Relating to

AUTHORIZATION FOR SCHOOL DISTRICT CAPITAL
IMPROVEMENT BONDS FOR BURLINGTON HIGH
SCHOOL – NOVEMBER 8, 2022 VOTER
AUTHORIZATION

RESOLUTION_____

Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three

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

- 1
- That WHEREAS, at a special meeting held on November 8, 2022, voters of the City of Burlington
- 2
- authorized the City Council to issue general obligation bonds or notes in one or more series in an aggregate
- 3
- principal amount not to exceed One Hundred Sixty-Five Million Dollars and 00/100 (\$165,000,000.00) for the
- 4
- purpose of making capital improvements to Burlington High School and Burlington Technical Center,
- 5
- including new construction (the “Project”); and
- 6
- WHEREAS, Section 62(d) of the City Charter authorizes the Chief Administrative Officer, when
- 7
- authorized by the City Council, to issue temporary notes in anticipation of the sale of bonds authorized by the
- 8
- legal voters of the City; and
- 9
- WHEREAS, by resolution adopted May 15, 2023, the City Council authorized the Chief
- 10
- Administrative Officer to borrow the sum of \$40,000,000 in the form of one or more bond anticipation notes
- 11
- or other short-term notes in anticipation of the issuance and sale of bonds as approved by the voters in order to
- 12
- have available money with which to defray the costs of the capital improvement(s) for the Project as work
- 13
- progresses; and
- 14
- WHEREAS, pursuant to such authorization, the office of the Chief Administrative Officer undertook a
- 15
- solicitation of proposals in a competitive process from qualified financial institutions, and, on July 6, 2023, the
- 16
- City issued its \$40,000,000 General Obligation Bond Anticipation Note, Series 2023 (the “Prior Note”), which
- 17
- Prior Note matures on September 14, 2023; and
- 18
- WHEREAS, Sections 59 and 60 of the City Charter provide that the City Council may authorize the
- 19
- issuance of refunding bonds for the purposes of paying any of the City’s bonds or notes at maturity or upon
- 20
- earlier redemption; and
- 21
- WHEREAS, while the School Department is managed by a Board of School Commissioners who are
- 22
- separately elected from the City Council, the City Council is responsible for the issuance of bonds for school
- 23
- purposes; and

24 WHEREAS, the Board of School Commissioners is required under the City Charter to allocate
25 sufficient funds for the payment of the principal and interest due or coming due on City bonds issued for
26 school purposes; and

27 WHEREAS, the Board of School Commissioners, by motion adopted by the Board of School
28 Commissioners at its June 6, 2023 meeting, requested that the City Council approve the issuance of One
29 Hundred Thirty Million Dollars (\$130,000,000) of bonds or notes pursuant to the November 8, 2022 voter
30 approval, of which Forty Million Dollars (\$40,000,000) in principal amount will be used to refinance the Prior
31 Note on the maturity thereof; and

32 WHEREAS, the City Council now wishes to approve the issuance of up to an aggregate principal
33 amount of One Hundred Thirty Million Dollars (\$130,000,000) of bonds or notes, in one or more series,
34 pursuant to the November 8, 2022 voter approval, of which Forty Million Dollars (\$40,000,000) in principal
35 amount will be used to refinance the Prior Note on the maturity thereof, with the expectation that additional
36 amounts may be issued at later dates, subject to the maximum amount approved by the voters at the November
37 8, 2022 special meeting of the City;

38 NOW, THEREFORE, BE IT RESOLVED that the City Council has determined that it is necessary to
39 pledge the credit of the City and to issue bonds or notes, in one or more series, in an aggregate principal
40 amount not to exceed One Hundred Thirty Million Dollars and 00/100 (\$130,000,000.00) (the “Bonds”), of
41 which Forty Million Dollars and 00/100 (\$40,000,000) in principal amount will be used to refinance the Prior
42 Note on the maturity thereof, and the remainder will be used to finance other costs associated with the Project,
43 as approved by the voters at the November 8, 2022 meeting; and

44 BE IT FURTHER RESOLVED that such Bonds may be sold in a private placement, public offering, or
45 negotiated sale with one or more lenders, underwriters or underwriting firms; may be sold and issued with
46 other general obligation bonds or notes approved by the City Council; and, if issued through a negotiated
47 offering, the City may enter into a loan agreement or bond purchase agreement with the lender or the
48 underwriter, as the case may be, for such purpose; and

49 BE IT FURTHER RESOLVED that the pledging of the City’s credit for such Bonds is hereby
50 authorized, with the amount of indebtedness and the form of the evidence of indebtedness to be issued, the
51 interest rates, and payment schedule, to be further determined by the Chief Administrative Officer or the
52 Banking and Cash Operations Manager; provided that the true interest cost for the Bonds as determined by the
53 Chief Administrative Officer shall not exceed six and one-half percent (6.50%) per annum; and

54 BE IT FURTHER RESOLVED that in the event that the true interest cost of the would exceed six and
55 one-half percent (6.50%) per annum, the prior approval of the City’s Board of Finance shall be required; and

56 BE IT FURTHER RESOLVED that the Bonds, when issued and delivered, shall be valid and binding
57 general obligations of the City payable according to the terms and tenor thereof from unlimited *ad valorem*
58 taxes duly assessed on the grand list of all taxable property in the City and from the Burlington School District
59 funds received from the State of Vermont Education Fund; and

60 BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, and the Banking and
61 Cash Operations Manager are, and each one of them is, hereby authorized and directed to prepare one or more
62 official statement(s) of the City, as they deem necessary in the City’s best interest. The Mayor, the Chief
63 Administrative Officer, and the Banking and Cash Operations Manager are, and each one of them is, hereby
64 authorized to execute and deliver one or more final official statements and to execute and deliver such
65 agreements, including one or more loan agreements or bond purchase agreements with the lender, underwriter
66 or purchaser of the Bonds, certificates as to use of proceeds and all other documents, agreements and
67 instruments as may be necessary or convenient in connection with the issuance of the Bonds; and

68 BE IT FURTHER RESOLVED that if, in the opinion of the Chief Administrative Officer, it is
69 desirable and in the City’s best interest to obtain bond insurance for the Bonds, the Mayor, the Chief
70 Administrative Officer, and the Banking and Cash Operations Manager are, and each one of them is, hereby
71 authorized to enter into such agreements and instruments with the bond insurer in order to obtain bond
72 insurance for the Bonds; and

73 BE IT FURTHER RESOLVED that, in order to obtain efficiency in the issuance of such Bonds,
74 reduce transaction expenses, and seek the potential opportunity for more favorable interest rates, the Chief
75 Administrative Officer may combine the issuance of the Bonds in one or more series with other bonds or notes
76 as authorized by the City Council for other capital projects.

77

78

79 KS/JP/Resolutions 2023/Authorization for School District Capital Improvement Bonds for Burlington High School – November 8, 2022 Voter
80 Authorization
81 July 17, 2023



OFFICE OF THE CLERK/TREASURER

City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

MEMORANDUM

TO: Board of Finance and City Council

FROM: Darlene Bayko, Banking & Cash Operations Manager
Katherine Schad, Chief Administrative Officer

DATE: July 17 and 24, 2023

RE: Approval of Five Resolutions for Annual Borrowing for FY24 for City and School

Overview

The Clerk Treasurer's Office and the Burlington School District present several resolutions for annual FY24 borrowing for capital needs, specifically:

1. Resolution for the \$7M annual borrowing for FY24 (BED, City and BSD);
2. Resolution for the refunding of the \$7M Bond Anticipation Note for FY23 (BED, City and BSD), which is due on September 14, 2023;
3. Resolution for up to \$5M capital improvement bonds (voter approved March 2022);
4. Resolution for up to \$2M in bonds for BSD Integrated Arts Academy (voter approved March 2017); and
5. Resolution for up to \$130M in bonds for the Burlington High School (voter approved November 2022), which includes \$40M for the refinancing of the Bond Anticipation Note, which is due September 14, 2023.

Please note that we expect the true interest cost for any and all financing to be less than 6.5% and will come back to the Board of Finance for additional approval if the true interest cost exceeds 6.5%.

For ease, these resolutions may be considered as a slate.

Specifics

1. The first Resolution is for \$7M in annual borrowing for FY24, specifically \$2M to accommodate the working capital and capital improvement needs of the City; \$3M for capital improvements, additions and replacements required for the efficient operation of BED; and \$2M to accommodate the working capital and capital improvement, additions and replacements required for the efficient and economical operation of BSD.
2. The second Resolution is to refund the \$7M Bond Anticipation Note for FY23 which City Council adopted on June 27, 2022, for the same purposes as the first Resolution describes above.
3. The third Resolution is for up to \$5M of capital improvement bonds, which is a part of the March 1, 2022, annual meeting vote to authorize City Council to issue general obligation bonds in an aggregate amount not to exceed \$23.8M. Note that on June 27, 2022 the City Council approved the issuance of general obligation bonds of \$13M.

4. The fourth Resolution is for up to \$2M in bonds for the BSD Integrated Arts Academy. On March 7, 2017, voters approved a ballot question and authorized the City Council to issue general obligation bonds in an amount not to exceed \$19M. Pursuant to such voter authorization, the City previously issued its \$300,000 General Obligation Public Improvement Bonds Series 2017C and its \$6M General Obligation Public Improvement Bonds Series 2018B for the Burlington School District. The Board of School Commissioners of the BSD, at its board meeting held June 6, 2023, has requested that the City Council issue general obligation bonds in an amount not to exceed \$2M pursuant.
5. The fifth Resolution is for up to \$130M in bonds for the Burlington High School, which includes \$40M for the refinancing of the Bond Anticipation Note. On November 8, 2022, voters of the City of Burlington authorized the City Council to issue general obligation bonds or notes in an aggregate amount not to exceed \$165M. On May 15, 2023, the City Council authorized the Chief Administrative Officer to borrow \$40M in the form of one or more bond anticipation or other short-term notes in anticipation of the issuance and sale of bonds as approved by the voters in order to have available money with which to defray the costs of the capital improvement(s) for the Project as work progresses. The Board of School Commissioners, by motion adopted by the Board of School Commissioners at its June 6, 2023 meeting, requested that the City Council approve the issuance of up to \$130M in bonds pursuant to the November 8, 2022 voter approval, of which \$40M in principal amount will be used to refinance the Prior Note on the maturity thereof.

Board of Finance Motion

Move to approve and recommend that the City Council adopt the following resolutions related to FY24 borrowing :

1. Resolution for the \$7M annual borrowing for FY24 (BED, City and BSD);
2. Resolution for the refunding of the \$7M Bond Anticipation Note for FY23 (BED, City and BSD), which is due on September 14, 2023;
3. Resolution for up to \$5M capital improvement bonds (voter approved March 2022);
4. Resolution for up to \$2M in bonds for BSD Integrated Arts Academy (voter approved March 2017); and
5. Resolution for up to \$130M in bonds for the Burlington High School (voter approved November 2022), which includes \$40M for the refinancing of the Bond Anticipation Note, which is due September 14, 2023.

Resolution Relating to

AUTHORIZATION FOR REFUNDING PUBLIC
IMPROVEMENT BONDS

RESOLUTION _____
Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three

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

- 1 That WHEREAS, Section 62(f)(1) of the City Charter authorizes the City’s Chief Administrative Officer,
- 2 when authorized by the City Council, to borrow money on the credit of the City in an amount not to exceed
- 3 \$2,000,000 in any fiscal year to accommodate the working capital and capital improvement needs of the City
- 4 and to so pledge the credit of the City in such amount for such purposes; and
- 5 WHEREAS, Section 63(a) of the City Charter authorizes the City Council, upon prior recommendation
- 6 of the Board of Electric Commissioners, if it finds that is necessary, to pledge the credit of the City in an
- 7 amount not to exceed \$3,000,000 in any fiscal year for the purposes of providing capital improvements,
- 8 additions and replacements required for the efficient operation of the Electric Department, to so pledge the
- 9 credit of the City for such purposes; and
- 10 WHEREAS, Section 62(f)(3) of the City Charter authorizes the City’s Chief Administrative Officer,
- 11 when authorized and directed by the Board of School Commissioners and the City Council, to borrow money
- 12 on the credit of the City in an amount not to exceed \$2,000,000 in any fiscal year to accommodate the working
- 13 capital and capital improvement, additions and replacements required for the efficient and economical
- 14 operation of the School Department and to so pledge the credit of the City in such amount for such purpose;
- 15 and
- 16 WHEREAS, by resolution adopted June 27, 2022, the City Council authorized the Chief
- 17 Administrative Officer to borrow the sum of \$7,000,000 during fiscal year 2023 in the form of one or more short
- 18 term bonds in order to have available money with which to defray the cost of capital improvement(s) for the City,
- 19 the City’s School District, and the City’s Electric Department, as authorized by the City Charter; and
- 20 WHEREAS, pursuant to such authorization, the office of the Chief Administrative Officer undertook a
- 21 solicitation of proposals in a competitive process from qualified financial institutions, and, on September 15,
- 22 2022, the City issued its \$7,000,000 General Obligation Bond Anticipation Note, Series 2022, which Note
- 23 matures on September 14, 2023 (the “Prior Bond”); and

24 WHEREAS, Sections 59 and 60 of the City Charter provide that the City Council may authorize the
25 issuance of refunding bonds for the purpose of paying any of the City's bonds at maturity or upon earlier
26 redemption; and

27 WHEREAS, the City Council wishes to authorize the Mayor, the Chief Administrative Officer and the
28 Banking and Cash Operations Manager to implement the refunding of the outstanding Prior Bond through the
29 issuance of refunding bonds;

30 NOW, THEREFORE, BE IT RESOLVED that the City Council has determined that it is necessary to
31 pledge the credit of the City and to issue refunding bonds, in one or more series, in a principal amount not to
32 exceed Seven Million Dollars (\$7,000,000) in the aggregate (the "Refunding Bonds") to refinance and refund
33 the Prior Bond; and

34 BE IT FURTHER RESOLVED that such Refunding Bonds may be sold in a private placement, public
35 offering, competitive sale, or negotiated sale with one or more lenders, underwriters or underwriting firms,
36 and, if issued through a negotiated offering, the City may enter into a loan agreement or bond purchase
37 agreement with the lender or the underwriter, as the case may be, for such purpose; and

38 BE IT FURTHER RESOLVED that the pledging of the City's credit for such Refunding Bonds is
39 hereby authorized, with the amount of indebtedness and the form of the evidence of indebtedness to be issued,
40 the interest rates, and payment schedule, to be further determined by the Chief Administrative Officer, or the
41 Banking and Cash Operations Manager; provided that the true interest cost for the Refunding Bonds as
42 determined by the Chief Administrative Officer, shall not exceed six and one-half percent (6.50%) per annum;
43 and

44 BE IT FURTHER RESOLVED that in the event that the true interest cost of the Refunding Bonds
45 would exceed six and one-half percent (6.50%) per annum, the prior approval of the City's Board of Finance
46 shall be required; and

47 BE IT FURTHER RESOLVED that the Refunding Bonds, when issued and delivered, shall be valid and
48 binding general obligations of the City payable according to the terms and tenor thereof; and

49 BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, and the Banking and
50 Cash Operations Manager are, and each one of them is, hereby authorized and directed to prepare one or more
51 offering documents of the City as they deem necessary in the City's best interest. The Mayor, the Chief
52 Administrative Officer, and the Banking and Cash Operations Manager are, and each one of them is, hereby
53 authorized to execute and deliver such agreements, including one or more loan agreements or bond purchase
54 agreements with the lender or underwriter for the Refunding Bonds, certificates as to use of proceeds and all

55 other documents, agreements and instruments as may be necessary or convenient in connection with the
56 issuance of the Refunding Bonds; and

57 BE IT FURTHER RESOLVED that, in order to obtain efficiency in the issuance of such Refunding
58 Bonds, and to reduce transaction expenses and seek the potential opportunity for more favorable interest rates, the
59 Chief Administrative Officer may combine the issuance of the Refunding Bonds in one or more series with
60 other bonds or notes as authorized by the City Council for other capital projects.

61
62 KS/JP/Resolutions 2023/Authorization for Refunding Public Improvement Bonds
63 July 17, 2023



OFFICE OF THE CLERK/TREASURER

City of Burlington

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MEMORANDUM

TO: Board of Finance and City Council

FROM: Darlene Bayko, Banking & Cash Operations Manager
Katherine Schad, Chief Administrative Officer

DATE: July 17 and 24, 2023

RE: Approval of Five Resolutions for Annual Borrowing for FY24 for City and School

Overview

The Clerk Treasurer's Office and the Burlington School District present several resolutions for annual FY24 borrowing for capital needs, specifically:

1. Resolution for the \$7M annual borrowing for FY24 (BED, City and BSD);
2. Resolution for the refunding of the \$7M Bond Anticipation Note for FY23 (BED, City and BSD), which is due on September 14, 2023;
3. Resolution for up to \$5M capital improvement bonds (voter approved March 2022);
4. Resolution for up to \$2M in bonds for BSD Integrated Arts Academy (voter approved March 2017); and
5. Resolution for up to \$130M in bonds for the Burlington High School (voter approved November 2022), which includes \$40M for the refinancing of the Bond Anticipation Note, which is due September 14, 2023.

Please note that we expect the true interest cost for any and all financing to be less than 6.5% and will come back to the Board of Finance for additional approval if the true interest cost exceeds 6.5%.

For ease, these resolutions may be considered as a slate.

Specifics

1. The first Resolution is for \$7M in annual borrowing for FY24, specifically \$2M to accommodate the working capital and capital improvement needs of the City; \$3M for capital improvements, additions and replacements required for the efficient operation of BED; and \$2M to accommodate the working capital and capital improvement, additions and replacements required for the efficient and economical operation of BSD.
2. The second Resolution is to refund the \$7M Bond Anticipation Note for FY23 which City Council adopted on June 27, 2022, for the same purposes as the first Resolution describes above.
3. The third Resolution is for up to \$5M of capital improvement bonds, which is a part of the March 1, 2022, annual meeting vote to authorize City Council to issue general obligation bonds in an aggregate amount not to exceed \$23.8M. Note that on June 27, 2022 the City Council approved the issuance of general obligation bonds of \$13M.

4. The fourth Resolution is for up to \$2M in bonds for the BSD Integrated Arts Academy. On March 7, 2017, voters approved a ballot question and authorized the City Council to issue general obligation bonds in an amount not to exceed \$19M. Pursuant to such voter authorization, the City previously issued its \$300,000 General Obligation Public Improvement Bonds Series 2017C and its \$6M General Obligation Public Improvement Bonds Series 2018B for the Burlington School District. The Board of School Commissioners of the BSD, at its board meeting held June 6, 2023, has requested that the City Council issue general obligation bonds in an amount not to exceed \$2M pursuant.
5. The fifth Resolution is for up to \$130M in bonds for the Burlington High School, which includes \$40M for the refinancing of the Bond Anticipation Note. On November 8, 2022, voters of the City of Burlington authorized the City Council to issue general obligation bonds or notes in an aggregate amount not to exceed \$165M. On May 15, 2023, the City Council authorized the Chief Administrative Officer to borrow \$40M in the form of one or more bond anticipation or other short-term notes in anticipation of the issuance and sale of bonds as approved by the voters in order to have available money with which to defray the costs of the capital improvement(s) for the Project as work progresses. The Board of School Commissioners, by motion adopted by the Board of School Commissioners at its June 6, 2023 meeting, requested that the City Council approve the issuance of up to \$130M in bonds pursuant to the November 8, 2022 voter approval, of which \$40M in principal amount will be used to refinance the Prior Note on the maturity thereof.

Board of Finance Motion

Move to approve and recommend that the City Council adopt the following resolutions related to FY24 borrowing :

1. Resolution for the \$7M annual borrowing for FY24 (BED, City and BSD);
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Resolution Relating to

AUTHORIZATION FOR PUBLIC IMPROVEMENT BONDS
FOR FISCAL YEAR 2024

RESOLUTION _____
Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three

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

That WHEREAS, Section 62(f)(1) of the City Charter authorizes the City’s Chief Administrative Officer, when authorized by the City Council, to borrow money on the credit of the City in an amount not to exceed \$2,000,000 in any fiscal year to accommodate the working capital and capital improvement needs of the City and to so pledge the credit of the City in such amount for such purposes; and

WHEREAS, Section 63(a) of the City Charter authorizes the City Council, upon prior recommendation of the Board of Electric Commissioners, if it finds that is necessary, to pledge the credit of the City in an amount not to exceed \$3,000,000 in any fiscal year for the purposes of providing capital improvements, additions and replacements required for the efficient operation of the Electric Department, to so pledge the credit of the City for such purposes; and

WHEREAS, at its meeting held May 10, 2023, the Board of Electric Commissioners recommended that the Chief Administrative Office pledge the credit of the City in the amount of \$3,000,000 for capital improvements for the Electric Department; and

WHEREAS, Section 62(f)(3) of the City Charter authorizes the City’s Chief Administrative Officer, when authorized and directed by the Board of School Commissioners and the City Council, to borrow money on the credit of the City in an amount not to exceed \$2,000,000 in any fiscal year to accommodate the working capital and capital improvement, additions and replacements required for the efficient and economical operation of the School Department and to so pledge the credit of the City in such amount for such purpose; and

WHEREAS, at its meeting held June 6, 2023, the Board of School Commissioners recommended that the Chief Administrative Officer pledge the credit of the City in an aggregate principal amount of \$2,000,000, together with a separate request for additional bond issuance for the Burlington High School Project and capital improvements for the Burlington School District Integrated Arts Academy; and

23 WHEREAS, the Chief Administrative Officer is soliciting proposals from qualified banks and
24 financial institutions for the sale of bonds and notes to provide funds to finance such capital improvements
25 authorized under Sections 62 and 63 of the City Charter; and

26 WHEREAS, the City Council has found and determined that it is in the interest of the City to borrow the
27 sum of \$7,000,000 during fiscal year 2024 in the form of one or more bonds or notes in order to have available
28 money with which to defray the cost of capital improvement(s) for the City, the City's School District, and the
29 City's Electric Department, as authorized by the City Charter; and

30 WHEREAS, the City Council wishes to authorize the Mayor, the Chief Administrative Officer and the
31 Banking and Cash Operations Manager to approve the final terms of such bonds and notes;

32 NOW, THEREFORE, BE IT RESOLVED that the City Council has determined that it is necessary to
33 pledge the credit of the City and to issue bonds or notes, in one or more series, in an amount not to exceed
34 Seven Million Dollars (\$7,000,000) in the aggregate (the "Bonds") to finance the public improvements and
35 related costs attributable to projects for the City, the City's School Department, and the City's Electric
36 Department as authorized by Sections 62 and 63 of the City Charter; and

37 BE IT FURTHER RESOLVED that such Bonds may be sold in a private placement, public offering,
38 competitive sale, or negotiated sale with one or more lenders, underwriters or underwriting firms, and, if
39 issued through a negotiated offering, the City may enter into a loan agreement or bond purchase agreement
40 with the lender or the underwriter, as the case may be, for such purpose; and

41 BE IT FURTHER RESOLVED that the pledging of the City's credit for such Bonds is hereby
42 authorized, with the amount of indebtedness and the form of the evidence of indebtedness to be issued, the
43 interest rates, and payment schedule, to be further determined by the Chief Administrative Officer, or the
44 Banking and Cash Operations Manager; and

45 BE IT FURTHER RESOLVED that the Bonds, when issued and delivered, shall be valid and binding
46 general obligations of the City payable according to the terms and tenor thereof; and

47 BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, and the Banking and
48 Cash Operations Manager are, and each one of them is, hereby authorized and directed to prepare one or more
49 offering documents of the City as they deem necessary in the City's best interest. The Mayor, the Chief
50 Administrative Officer, and the Banking and Cash Operations Manager are, and each one of them is, hereby
51 authorized to execute and deliver such agreements, including one or more loan agreements or bond purchase
52 agreements with the lender or underwriter for the Bonds, certificates as to use of proceeds and all other

documents, agreements and instruments as may be necessary or convenient in connection with the issuance of the Bonds; and

BE IT FURTHER RESOLVED that if, in the opinion of the Chief Administrative Officer, it is desirable and in the City's best interest to obtain bond insurance for the Bonds, the Mayor, the Chief Administrative Officer, and the Banking and Cash Operations Manager are, and each one of them is, hereby authorized to enter into such agreements and instruments with the bond insurer in order to obtain bond insurance for the Bonds; and

BE IT FURTHER RESOLVED that, in order to obtain efficiency in the issuance of such Bonds, and to reduce transaction expenses and seek the potential opportunity for more favorable interest rates, the Chief Administrative Officer may combine the issuance of the Bonds in one or more series with other bonds or notes as authorized by the City Council for other capital projects; and

BE IT FURTHER RESOLVED that it is the official intent of the City Council to reimburse some capital expenditures made for capital improvements for the City, its school department, the electric department and the City, an amount not to exceed \$1,500,000 in the aggregate, with the proceeds of tax-exempt bonds, in accordance with the requirements of Section 1.150-2 of the Treasury Regulations adopted under the Internal Revenue Code of 1986, as amended. The City reasonably expects on the date hereof that it will reimburse such expenditures with the proceeds of tax-exempt bonds; and

BE IT FURTHER RESOLVED that the City's Chief Administrative Officer and the Banking and Cash Operations Manager are each further authorized to declare additional official notices of intent to reimburse capital expenditures made in furtherance of such capital improvements for the City and its departments with the proceeds of tax-exempt bonds.

KS/JP/Resolutions 2023/Authorization for Public Improvement Bonds for Fiscal Year 2024

July 17, 2023



OFFICE OF THE CLERK/TREASURER

City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

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MEMORANDUM

TO: Board of Finance and City Council

FROM: Darlene Bayko, Banking & Cash Operations Manager
Katherine Schad, Chief Administrative Officer

DATE: July 17 and 24, 2023

RE: Approval of Five Resolutions for Annual Borrowing for FY24 for City and School

Overview

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1. The first Resolution is for \$7M in annual borrowing for FY24, specifically \$2M to accommodate the working capital and capital improvement needs of the City; \$3M for capital improvements, additions and replacements required for the efficient operation of BED; and \$2M to accommodate the working capital and capital improvement, additions and replacements required for the efficient and economical operation of BSD.
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Board of Finance Motion

Move to approve and recommend that the City Council adopt the following resolutions related to FY24 borrowing :

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To: Board of Finance
City Council

From: Cindi Wight, Director of Parks, Recreation & Waterfront
Gary Rogers, Recreation Superintendent
Kerin Durfee, Director of Human Resources
Tony Berry, Human Resources Manager

Date: July 17, 2023

Re: Re-classification/retitling of one (1) position

Executive Summary:

Parks, Recreation & Waterfront is proposing the reclassification/retitling of one (1) position and the creation of one (1) position as summarized below:

- Reclassification and retitling of the Event Planner, a Regular, Full-Time, Non-Exempt, AFSCME, Grade 15, role to Event Manager, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, role in the Department of Parks, Recreation, and Waterfront.

Background:

Events

Aligning the Event Planner position with similar event staff in the City moves this position from a grade 15 to a grade 17. The individual takes on significant work managing large and small events, including July 3, with budget responsibility, seasonal staff oversight, and requires significant logistical expertise. The FY24 budget anticipates a higher-grade salary.

Similar City positions

- City Arts: Event Manager, Grade 17
- Racial Equity, Inclusion, and Belonging: Event Planner, Grade 17 (this role has been eliminated)
- Workforce Development: Projects & Events Manager, Grade 18

Financial Impact:

The Event Coordinator was budgeted at a Grade 17 in the FY24 budget so the financial impact has already been taken into account.



Position	Current Grade	Current Salary	Proposed Grade	FY24 New Salary
Event Manager	15	\$62,123	17	\$66,149

Motions

Board of Finance Motion:

To recommend that City Council approve the:

- Reclassification and retitling of the Event Planner, a Regular, Full-Time, Non-Exempt, AFSCME, Grade 15, role to Event Manager, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, role in the Department of Parks, Recreation, and Waterfront.

City Council Motion:

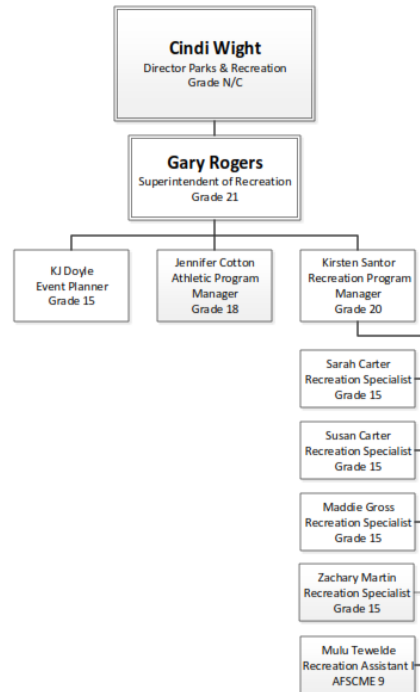
To approve the:

- Reclassification and retitling of the Event Planner, a Regular, Full-Time, Non-Exempt, AFSCME, Grade 15, role to Event Manager, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, role in the Department of Parks, Recreation, and Waterfront.



Current Organization Chart

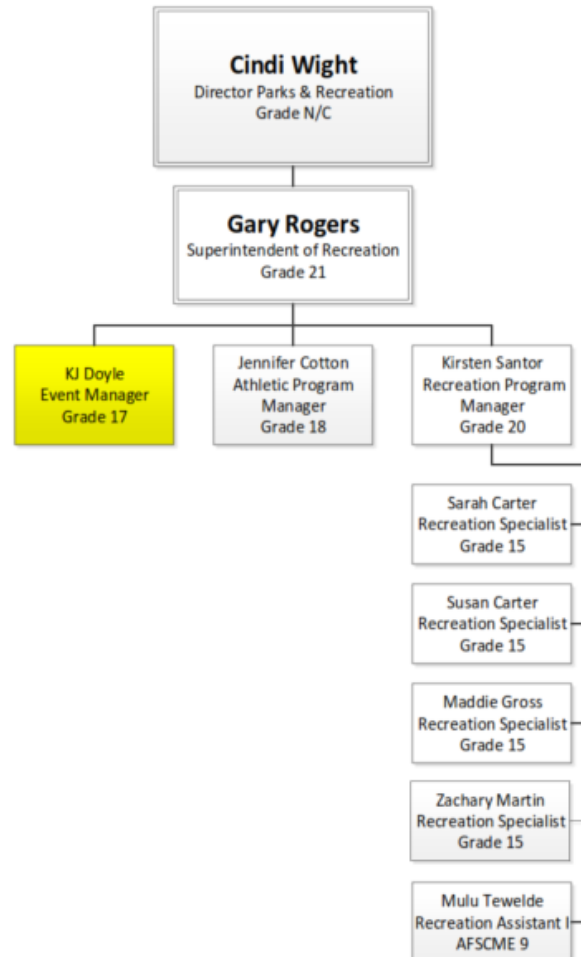
**BPRW-
Recreation Division
City of Burlington
April 2023**





Proposed Organization Chart

**BPRW-
Recreation Division
City of Burlington
July 2023**





Job Description

City of Burlington Job Description

Position Title: Event ~~Planner~~ Manager

Department: Parks, Recreation and Waterfront

Reports to: Superintendent of Recreation

Pay Grade: 1745

Job Code: 1257

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose:

The primary function of this position is to coordinate and program internal special events and oversee department contract for sponsorship and advertising services. This position performs professional work in the development, administration, and evaluation and hands-on production of wide range of internal and partner special events.

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

- Plan, coordinate and stage special events, festivals, concerts, and related activities. These should be geared towards all segments of the population.
- Develop the Department's entire internal event calendar, with input from all applicable parties.
- Oversee advertising vendor contract, to include negotiating scope of work performed and compensation.
- Maintain financial records, including revenues and fees generated by events, event operational costs, budget projections and analyses.
- Negotiate and monitor contracts for service providers, i.e., sound, portable toilets, trash disposal, vendors, supplies, contract employees, site plans, barricades, insurance for events.
- Manage catering, security and other vendors while they are on site for events.
- Issue rental and performer agreements, assist with administration work for all events.
Manage required insurance documents for events including but not limited to liquor liability and general liability policies for event bookings.
- Develop and enhance a working relationship with various organizations, non-profits, service clubs, and businesses.
- Develop and enhance a working relationship with new and returning special event sponsors.



- Prepare and submit marketing information on internal special events to Marketing and Outreach Manager and appropriate media outlets, in accordance with Department and City procedures and policies.
- Procure, inventory, and issue supplies, equipment and instructional materials to staff for proper event management.
- Assist with selecting, evaluating and supervising part-time, temporary, and seasonal staff and volunteers.
- Follow all state ACT 250 requirements designed for Waterfront Park, and applicable ordinances for other Burlington parks.
- Design procedures or make recommendations to the Superintendent of Recreation for the effective and efficient use of Department and community resources.
- Prepare and submit reports and records of special events to the Superintendent of Recreation.
- Participate as an active member of the event or operations staff for all large-scale BPRW-produced festivals and events as needed, including on holidays.
- Work in collaboration with event staff across multiple City departments
- Participate in the development of goals and objectives for the Recreation Division.
- Perform all work duties and activities in accordance with City policies and procedures.
- Monitor and follow city-wide safety policy and practices and adhere to responsibilities concerning safety prevention, and report any unsafe activities and conditions.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Associate's Degree and two (2) of experience in municipal special event management or related field. Bachelor's Degree preferred. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Must be able to obtain and maintain a CPRP, or IFEA certification from state and national professional associations.
- Knowledge of the principles and practices of recreational services program administration required.
- Highly developed organizational skills required to manage simultaneous event execution.
- Ability to recruit and coordinate event sponsors, vendors and volunteers.
- Ability to work independently and set own tasks.
- Ability to communicate effectively orally and in writing and knowledge of contractual writing.
- Ability to develop and adapt a schedule of recreational events to meet the needs of a diverse population.
- Knowledge of budgetary procedures preferred.
- Must be able to operate standard and computerized office equipment.
- Ability to establish/maintain effective working relationships with City staff and the general public.
- Ability to obtain and maintain a valid driver's license required.



- Ability to work in all weather conditions.
- Ability to work evenings weekends and holidays.
- Ability to coordinate the planning, scheduling, implementation, promoting and staging of special events, concerts and festivals.
- 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.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position. Upon request for a reasonable accommodation, the City may be able to adjust or excuse one or more of these requirements, depending on the requirement, the essential function to which it relates, and the proposed accommodation.

☐ seeing	☐ ability to move distances	☐ lifting (specify)
☐ color perception	within and between	☐ 30 pounds
(red, green, amber)	warehouses/offices	☒ carrying (specify)
☐ hearing/listening	☐ climbing	☐ 30 pounds
☐ clear speech	☐ ability to mount and	☐ driving (local/over
☐ touching	dismount forklift/truck	the road)
☒ dexterity	☒ pushing/pulling	
☐ hand		
☐ finger		
☐ reading - basic	☐ math skills - basic	☐ analysis/comprehension
☒ reading - complex	☒ math skills - complex	☒ judgment/decision
☐ writing - basic	☐ clerical	making
☐ writing - complex		
☐ shift work	☐ outside	☐ pressurized equipment
☒ works alone	☒ extreme heat	moving objects
☐ works with others	☐ extreme cold	☐ high places
☐ verbal contact w/others	☐ noise	☐ fumes/odors
☐ face-to-face contact	☐ mechanical equipment	☐ hazardous materials
☒ inside	☐ electrical equipment	dirt/dust

Supervision:

Directly Supervises: _____ Indirectly Supervises: 2 seasons, ~~320~~ 320 volunteers

Board of Finance and City Council Submission Checklist

Cindi Wight, Director of Parks,
Recreation & Waterfront
Gary Rogers, Recreation
Superintendent
Kerin Durfee, HR Director

Department: Parks, Recreation, Waterfront Submitter: Tony Berry, HR Managaer

Title/Subject: Re-classification/retitling of one (1) position

	Approval:	Meeting Date:
☒	Board of Finance	7/17/2023
☒	City Council	7/24/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/7/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	7/12/2023	Click or tap here to enter text.
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	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/12/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	7/12/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Yes	7/12/2023	Tony Berry
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	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.



PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT

TO: City of Burlington, Airport Commission
City of Burlington, Board of Finance
City of Burlington, City Council

FROM: Nic Longo, Director of Aviation

DATE: July 17, 2023

SUBJECT: Authorization to Execute a Contract with Alert Enterprise for identity management software suite and associated professional services.

Request:

The Patrick Leahy Burlington International Airport ("BTV" or "Airport") seeks Board of Finance recommendation and City Council approval to sign a contract with Alert Enterprise Inc. for professional services related to and use of an identity management software suite with badging and security functions for the Airport Operations Department over a five-year term.

Executive Summary:

Background:

The airport badging system is administratively demanding as it helps the Airport maintain FAA and TSA compliance amongst its 1,800 SIDA (security identification display area) badge-holders. Alert Enterprise's services and software will greatly consolidate the processes and allow Airport Operations to re-focus on critical areas of the airport involving FAA safety and TSA security. Currently, the badging process involves drawing information ranging from FAA-required interactive employee training, TSA background checks, and a 10-year FBI background investigation needed for each SIDA badge-holder to help prevent insider threats at the Airport. The software will allow for badge scheduling for both initial applicants and renewals as well as electronic billing. This will bring all the information to one management software suite, and it is anticipated that this will reduce errors, expedite the process, digitize the thousands of badge folders in the Ops badging office, and ensure 100-percent regulatory compliance, as it allows for audit functionality.

Selection of Contractor:

On February 10, 2023, the Airport advertised a Request for Proposals (“RFP”) for an Identity Management Software Suite. Proposals were due on March 10, 2023, and the Airport received four (4) proposals. Alert Enterprise, Inc. submitted both the lowest bid and the most functionality for the needs of the airport.

Each year, the software suite will be \$48,600 recurring for a five year term. Year One will include a payment for professional services in the amount of \$34,020 to establish the software, including integration, implementation, and employee training. The work will begin in FY2024 and extend over the course of five fiscal years. The total amount is \$277,020 with a 20% contingency, for a maximum limiting amount of \$332,424.

Financing: This has been budgeted in the FY24 budget and will be budgeted in subsequent fiscal years over the term of the contract.

Motions: The Airport respectfully request the Board of Finance and City Council approve the following motions:

Board of Finance

1. “To approve and recommend to the City Council that the Director of Aviation be authorized to execute a contract with Alert Enterprise, Inc. for \$277,020 over a five-year term with a 20% contingency for a maximum limiting amount of \$332,424 for the provision of and professional services related to an identity management software suite for the Airport Operations Department, subject to the final review and approval by the Office of the City Attorney.”

City Council

2. “To authorize the Director of Aviation to execute a contract with Alert Enterprise, Inc. for \$277,020 over a five-year term with a 20% contingency for a maximum limiting amount of \$332,424 for the provision of and professional services related to identity management software suite for the Airport Operations Department, subject to the final review and approval by the Office of the City Attorney.”

Thank you for your continued support.

CITY OF BURLINGTON CONSULTANT CONTRACT

This Consultant Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and Alert Enterprise, Inc. (“Consultant”), a Delaware corporation registered to do business in Vermont with the Vermont Secretary of State, with a registered agent located at 4350 Starboard Drive, Fremont, California 94538.

Consultant and the City agree to the terms and conditions of this Contract.

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. “Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. “Party”** means the City or Consultant, and “Parties” means the City and Consultant.
- D. “Project”** means a Full-Scale Exercise (“FSE”) as defined by Federal Aviation Administration (“FAA”) requirements for 14 CFR Part 139.
- E. “Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. Purpose.** The City seeks to contract with the Consultant for the provision, development, delivery, management, and evaluation of an FSE.

3. EFFECTIVE DATE & TERM

- A. Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Consultant for any performance or

expense incurred before the Effective Date or after the expiration or termination of this Contract.

- B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on July 25, 2028 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Consultant shall perform the services listed in Attachment B (Consultant's Proposal dated March 10, 2023).

5. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Consultant for completion of the Work in accordance with Attachment B (Consultant's Proposal dated March 10, 2023).

Consultant agrees to accept this payment as full compensation for performance of all services and expenses incurred under this Agreement.

- B. Payment Schedule.** The City shall pay the Consultant in the manner and at such times as set forth in the Contract Documents. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

- C. Maximum Limiting Amount.** The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of Two Hundred and Seventy-Seven Thousand and Twenty Dollars (\$277,020). The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.

- D. Invoice.** Consultant shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

David Carman
Deputy Director of Aviation
Patrick Leahy Burlington International Airport
1200 Airport Dr., Ste. 1200
South Burlington, VT 05403
dcarman@btv.aero

The City reserves the right to request supplemental information prior to payment. Consultant shall not be entitled to payment under this Contract without providing sufficient backup documentation satisfactory to the City.

6. SECTION & ATTACHMENT HEADINGS

The article and attachment headings throughout this Contract are for the convenience of City and Consultant and are not intended nor shall they be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

- A. Contract Documents.** The Contract Documents are hereby adopted, incorporated by reference, and made part of this Contract. The intention of the Contract Documents is to establish the necessary terms, conditions, labor, materials, equipment, and other items necessary for the proper execution and completion of the Work to ensure the intended results.

The following documents constitute the Contract Documents:

Attachment A: Request for Proposals dated February 10, 2023

Attachment B: Consultant's Proposal dated March 10, 2023

Attachment C: Software as a Service Agreement

Attachment D: Burlington Standard Contract Conditions for Consultants

Attachment E: Burlington Livable Wage Ordinance Certification

Attachment F: Burlington Outsourcing Ordinance Certification

Attachment G: Burlington Union Deterrence Ordinance Certification

Attachment H: Consultant's Certificate of Insurance

- B. Order of Precedent.** To the extent a conflict or inconsistency exists between the Contract and Contract Documents, or provisions therein, then Attachment C (Software as a Service Agreement) takes precedent. Any Invitation for Bids, Additional Contract Provisions, and the City Ordinance Certifications shall prevail over any inconsistency with the Contractor's Scope of Work and Cost Proposal.

8. [Reserved]

— Signatures follow on the next page —

SIGNATURE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

Consultant
Alert Enterprise, Inc.

By: _____
Name & Signature

Date: _____

City of Burlington
Patrick Leahy Burlington International Airport

By: _____
Nic Longo
Director of Aviation

Date: _____

Attachment A:
Request for Proposals dated February 10, 2023

Attachment B:
Contractor's Proposal dated March 10, 2023

May 23, 2023

David Carmen
dcarman@btv.aero
Deputy Director of Aviation
Burlington International Airport
1200 Airport Drive
South Burlington, VT 05403

Mr. Carmen,

Per your request, AlertEnterprise Inc. is pleased to present Burlington International Airport (BTV) with the following letter proposal for development and delivery of a Full-Scale Exercise (FSE).

AlertEnterprise Inc. is honored to be working with BTV to plan this important FSE. Per the requirements contained within the RFP related to the "Identity Management Software Suite" we are pleased to provide Professional Services and Delivery of an identity management software suite to include badging and security functions for the Airport Operations Department.

As a basis of the RFP released by BTV, the software package and professional services elected are as follows:

Item Code	Item Name	Item Description	Quantity	MSRP
AIR-GUARDIAN	Airport Guardian	Airport IDMS application to automate the contractor enrollment and credential management. Below is the high-level feature set included in the application - Company Management Asset Management - 100 Assets Applicant/AS Portal (with-in Airport Network) Appointment scheduler Trusted Agent Portal CBP Seal, Icons Approvals Badge Audit Background Check, Rap back Adjudication Badge Validator - Mobile View Comes with 4 Connectors - 1 DACS Channel, 1 Training System (AAAE-IET), 1 PACS (AMAG Symmetry), 1 Biometric (Idemia Morpho) Premium Care Program (24x7x365)	1,800	\$85,500.00
AIR-ADD-ENRL-STN	Enrollment Station	Badging Office Operations to process applicants. Below features would be available on Windows Station - I9 Capture Picture Signature Criminal History Questionnaire 10 Fingerprint Livescan capture Badge Printing and issuance (Hardware Peripherals needs to be procured separately from the third-party vendor) {Require Airport Guardian Product]	1	\$4,500.00

Total Yearly Software Price	Price before discount - \$90,000.00
Sales Discount	40%
Yearly Net Price (USD) – 5 Year Contract Term	5 years Contract Term \$48,600.00

Item Code	Item Name	Item Description	Quantity	MSRP
PROF-SRV-PMO	Professional Services - Project Management	PS Project Management Hours to manage end to end project that include Project Plan, tracking activities, deliverables, and communication	20	\$6,750.00
PROF-SRV-ARCHITECT	Professional Services - Solution Architect	PS Solution Architect Hours to design, review and govern the deployment architecture details	30	\$10,125.00
PROF-SRV-TECH-CONSLT	Professional Services - Technical Consultant	PS Technical Consultant hours to configure, test and go-live the system for the defined scope	30	\$8,505.00
PROF-SRV-FUNC-CONSLT	Professional Services - Functional Consultant	PS Functional Consultant hours to document use cases, create functional design document, UAT scripts and data accuracy validations	20	\$4,770.00
PROF-SRV-DOC-TRN	Professional Services - Documentation/Training	PS Documentation/Training hours to create End Users, Approvers, Badge admin guides, Train the Trainer online classroom training	20	\$3,870.00
Total Professional Services Price				\$34,020.00

To fulfill the above set of requested objectives by BTV in support of the FSE execution, AlertEnterprise Inc. will invoice BTV \$48,600 as it relates to the software suite on a recurring annual basis (5 year term), and \$17,010 upon delivery of Purchase order and \$17,010 (50% / 50%) upon substantial completion as it relates to Professional Services. The Annual Software subscription fee is payable in advance at the beginning of the annual term.

If this proposal does not align with the request from BTV, AlertEnterprise Inc. is able to revise as needed to ensure that scope of services attached meets their needs. We are very excited for the opportunity to increase our level of support for this exercise.

Sincerely,

Mike Harris, VP Sales East US
AlertEnterprise Inc.
4350 Starboard Drive
Freemont, CA 94538
Mike.harris@AlertEnterprise.com

Attachment C:
Software as a Service Agreement

Attachment D:
Burlington Standard Contract Conditions for Consultants

**ATTACHMENT D:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSULTANTS**

1. REGISTRATION

The Consultant agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.

- 2. INSURANCE:** Prior to beginning any work, the Consultant shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker's compensation) shall name the City as an additional insured for the possible liabilities resulting from the Consultant's actions or omissions. The liability insurance furnished by the Consultant is primary and non-contributory for all the additional insured.

The Consultant is responsible to verify and confirm in writing to the City that: (i) all sub-consultants must comply with the same insurance requirements as the Consultant; (ii) all coverage shall include adequate protection for activities involving hazardous materials; and (iii) all work activities related to the Contract shall meet minimum coverage and limits.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Consultant for the Consultant's operations. These are solely minimums that have been developed and must be met to protect the interests of the City.

- A. General Liability And Property Damage:** With respect to all operations performed by the Consultant, sub-consultants, agents or workers, it is the Consultant's responsibility to ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors'/Consultants' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Medical Expenses

Coverage limits shall not be less than:

1.	General Aggregate	\$2,000,000
2.	Products-Completed/Operations	\$2,000,000
3.	Personal & Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Damage to Rented Premises	\$ 250,000
6.	Med. Expense (Any one person)	\$ 5,000

B. Workers' Compensation: With respect to all operations performed, the Consultant shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all sub-consultants carry the same workers' compensation insurance for all work performed by them under this Contract. Minimum limits for Employer's Liability:

1. Bodily Injury by Accident: \$500,000 each accident
2. Bodily Injury by Disease: \$500,000 policy limit,
\$500,000 each employee

C. Professional Liability Insurance:

1. General: The Consultant shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:

(a) \$3,000,000 - Annual Aggregate

(b) \$2,000,000 - Per Occurrence

2. Deductibles: The Consultant is responsible for any and all deductibles.
3. Coverage: Prior to performing any work, the Consultant shall provide evidence of professional liability insurance coverage defined under this section. In addition, the Consultant shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

D. Automobile Liability: The Consultant shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the Contract. Each policy shall provide coverage with a limit not less than: \$1,000,000 Combined Single Limit for each occurrence.

E. Valuable Papers And Records Insurance: The Consultant shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the City or developed by the Consultant, sub-consultant, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the consultant to, and

accepted by, the City. Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an “individual occurrence” basis with limits in the amount of one hundred and fifty thousand dollars (\$150,000) when the insured items are in the Consultant’s possession, and in the amount of forty thousand dollars (\$40,000) regardless of the physical location of the insured items.

3. **CONFLICT OF INTEREST:** The Consultant shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Consultant, its employees or agents, or its subconsultants, if any.
4. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Consultant’s use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.
5. **PERSONNEL REQUIREMENTS AND CONDITIONS:** The Consultant shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

Except with the approval of the City, during the life of the Contract, the Consultant shall not employ:

1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.
2. Any person so involved within one (1) year of termination of employment with the City.

The Consultant warrants that no company or person has been employed or retained, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Consultant to be paid, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, the City shall have the right to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

The City reserves the right to require removal of any person employed by a Consultant, from work related to the Contract, for misconduct, incompetence, or negligence as determined by the City, in the due and proper performance of Consultant’s duties, or for neglecting or refusing to comply with the requirements of the Contract.

6. **PERFORMANCE:** Consultant warrants that performance of Work will conform to the requirements of this Contract. Consultant shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Consultant for its own business.
7. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Consultant services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Consultant is responsible to identify and follow any course of direction provided by the City.
8. **RESPONSIBILITY FOR SUPERVISION:** The Consultant shall assume primary responsibility for general supervision of Consultant employees and their sub-consultants for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Consultant shall be responsible to the City for all acts or omissions of its subconsultants and any other person performing work under this Contract.

9. Intentionally Omitted

10. **INSPECTION OF WORK:** The City shall, at all times, have access to the Consultant's work for the purposes of inspection, accounting, and auditing, and the Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Consultant shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Consultant pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the City.

11. **REVIEWS AND ACCEPTANCES:** All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the Consultant, shall be subject to review and endorsement by the City.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Contract. Informal reviews, conducted by the City will be performed as deemed necessary. The Consultant shall respond to all official comments regardless of their source. The Consultant shall supply the City with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a Consultant of their professional obligation to correct any defects or errors in their work at their own expense.

12. PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with propriety. The Consultant agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Consultant agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Consultant, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Consultant is acting as an agent of the City.

13. ACKNOWLEDGEMENTS: Acknowledgment of the City's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this Contract.

14. APPEARANCES:

A. Hearings and Conferences: The Consultant shall provide services required by the City and necessary for furtherance of any work covered under the Contract. These services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Contract.

The Consultant shall perform any liaison that the City deems necessary for the furtherance of the work and participate in conferences with the City, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Contract.

The Consultant further agrees to participate in meetings with the City and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Contract.

The Consultant shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract.

B. Appearance as Witness: If and when required by the City, the Consultant, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Consultant shall be equitably paid, to the extent permitted by law, for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract.

15. PAYMENT PROCEDURES: The City shall pay, or cause to be paid, to the Consultant or the Consultant's legal representative payments in accordance with the Contract. All payments will be made in reliance upon the accuracy of all representations made by the Consultant, whether in

invoices, progress reports, emails, or other proof of work. When applicable, for the type of payment specified in the Contract, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Contract number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Contract, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied with documentation to substantiate their charges.

No approval given or payment made under the Contract, shall be conclusive evidence of the performance of the Contract, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The City agrees to pay the Consultant and the Consultant agrees to accept, as full compensation, for performance of all services rendered and expenses incurred, the fee specified in the Contract.

Upon completion of all services covered under the Contract and payment of the agreed upon fee, the Contract with its mutual obligations shall end.

16. DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS: If Consultant knows, or has reasonable cause to believe, that a clearly identifiable error or omission exists in the Contract Documents, including but not limited to unit prices and rate calculations, Consultant shall immediately give the City written notice thereof. Consultant shall not cause or permit any Work to be conducted which may relate to the error or omission without first receiving written notice by the City that City representatives understand the possible error or omission and have approved of modifications to the Contract Documents or that Consultant may proceed without any modification being made to Contract Documents.

17. NON-APPROPRIATION: The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City. The City shall deliver written notice to Consultant as soon as practicable of any non-appropriation, and Contract Consultant shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

18. CHANGES AND AMENDMENTS: No changes or amendments to the Work of the Contract

shall be effective unless documented in writing and signed by authorized representatives of the City and the Consultant.

19. EXTENSION OF TIME: The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Consultant and without the fault or negligence of the Consultant.

20. PUBLIC HEALTH EMERGENCY:

A. Compliance with Mandates and Guidance: The Consultant is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Consultant must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Consultant shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.

B. City Liability Relating to Potential Delays: If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to a public health emergency will be excusable, but will not be compensable.

21. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control (“Force Majeure”). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

22. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The City may, in writing, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the Consultant or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Consultant, shall be incorporated in an amendment and be determined by mutual agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Contract, based on the adjusted quantity of work.

No changes for which additional fee payment is claimed shall be made unless pursuant to a written order from the City, and no claim for payment shall be valid unless so ordered.

The Consultant agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Consultant employees. The City reserves the right to audit the records of the Consultant related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Contract. When changes are so ordered, no additional work shall be performed by the Consultant until a Contract amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time that may be necessitated as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

23. RETURN OF MATERIALS: Consultant agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.

24. ACCEPTANCE OF FINAL PAYMENT; RELEASE: Consultant's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Consultant or their sureties from any obligations under the Contract Documents or any performance or payment bond.

25. OWNERSHIP OF THE WORK: Consultant, or its suppliers or licensors, retains all right, title, interest and intellectual property rights in the Software as a Service Solution and underlying software, documentation, and other deliverables provided by Consultant under this Contract, including all modifications, improvements, upgrades, derivative works and feedback related thereto (which feedback may include, but not limited to, any suggestion or idea for improving or otherwise modifying any of Consultant's products or services). The City agrees to assign all right, title, and interest it may have in the foregoing to Consultant. The City acknowledges that any breach of its obligations with respect to the proprietary rights of Consultant or its suppliers or licensors may cause irreparable injury, for which there may be inadequate remedy at law and, therefore, Consultant will be entitled to seek equitable relief in addition to all other rights and remedies available to it.

26. PROPRIETARY RIGHTS: The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Consultants under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.

- 27. PUBLIC RECORDS:** The Consultant understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Consultant shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 28. RECORDS RETENTION AND ACCESS:** The Consultant agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Consultant in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Consultant further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Consultant, sub-consultants, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.
- 29. CONTRACT DISPUTES:** In the event of a dispute between the parties to this Contract each party will continue to perform its obligations unless the Contract is terminated in accordance with these terms.
- 30. SETTLEMENTS OF MISUNDERSTANDINGS:** To avoid misunderstandings and litigation, it is mutually agreed by all Parties that the City's Director of Aviation shall act as referee on all questions arising under the terms of the Contract and that the decision of the Director of Aviation in such cases shall be binding upon both Parties.
- 31. CITY'S OPTION TO TERMINATE:** The Contract may be terminated in accordance with the following provisions, which are not exclusive:
- A. Termination for Convenience:** At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Consultant, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Consultant will be made promptly for the amount of any fees

earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Consultant prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Consultant will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Consultant shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

- i. Breach: Consultant shall be in default if Consultant fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Consultant's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Consultant will not be in default for any excusable delays as provided in Sections 19-21.

The City may give Consultant written notice of such default. If Consultant does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract for cause.

- ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Consultant engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iv. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.

- v. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

32. GENERAL COMPLIANCE WITH LAWS: The Consultant and any subconsultant approved under this Contract shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance, and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties. If, for any reason, a provision in the Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Contract.

33. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Consultant will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Consultant, and any subconsultants, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

34. CHILD SUPPORT PAYMENTS: By signing the Contract, the Consultant certifies, as of the date of signing the Contract, that the Consultant (a) is not under an 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. If the Consultant is a sole proprietorship, the Consultant's statement applies only to the proprietor. If the Consultant is a partnership, the Consultant's statement applies to all general partners with a permanent residence in Vermont. If the Consultant is a corporation, this provision does not apply.

35. TAX REQUIREMENTS: By signing the Contract, the Consultant certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Consultant is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.

36. INDEMNIFICATION:

A. Indemnification by Consultant: Consultant will defend the City against any claims, demands, suits, or proceedings made or brought by a third party against the City to the extent based upon an allegation that the Software as a Service Solution as furnished by Consultant hereunder and used by the City within the scope of this Contract, infringes any

copyright or any U.S. patent or trademark rights of any third party (a “Claim”) and pay all amounts awarded by a court of law or agreed to in a mutually agreed to settlement of such Claim. The foregoing states the entire obligation of Consultant and its licensors with respect to any alleged or actual infringement or misappropriation of intellectual property rights by the Software as a Service Solution. Consultant and its licensors shall have no liability under this section to the extent that any Claims are based on any combination of the Software as a Service Solution with products, services, methods, content or other elements not furnished by Consultant, or any use of the Software as a Service Solution in a manner that violates the terms of Attachment C (Software as a Service Agreement).

- B. Mitigation Measures:** In the event of any Claim or potential Claim covered by this section, Consultant may, in its discretion, seek to mitigate the impact of such Claim by modifying the Software as a Service Solution to avoid the infringement, and/or by suspending or terminating the City’s access to the Software as a Service Solution upon reasonable notice (provided, in the case of such suspension or termination, that Consultant will refund a portion of any fees that the City has prepaid for the then-current Term, based on the portion of that Term that is affected by Consultant’s suspension or termination.
- C. Notice of Claims & City’s Right to Participate:** If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Consultant in writing that a claim to which the indemnification provision may apply has been filed. Consultant shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies.
- D. City’s Rights and Remedies:** Rights and remedies available to the **City** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Vermont.
- E. Indemnification by City:** The City shall defend Consultant against any third party claim, suit, or proceeding arising out of or related to Customer’s alleged or actual use of, misuse of the Software as a Service Solution, including without limitation: (a) claims relating to any breach of this Contract by the City, its affiliates, employees, agents or authorized users, (b) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information, including personal data and other customer content, as defined in Attachment C (Software as a Service Agreement); (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the Software as a Service Solution through the City’s account, including without limitation by customer content; and (d) claims that use of the Software as a Service Solution through the City’s account, including by the City’s clients or authorized users, harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising.

37. NO GIFTS OR GRATUITIES: The Consultant shall not make any payment or gift or donation of substantial value to any elected official, officer, employee, or agent of the City during the term of this Contract.

38. ASSIGNMENT: Consultant shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subconsultant is approved, Consultant shall be responsible and liable for all acts or omissions of that subconsultant for any Work performed. If any subconsultant is approved, Consultant shall be responsible to ensure that the subconsultant is paid as agreed and that no lien is placed on any City property.

39. TRANSFERS, SUBLETTING, ETC: The Consultant shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and further, if any sub-consultant participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Consultant of responsibility for the performance of that portion of the work so transferred. The form of the sub-consultant's contract shall be as developed by the Consultant and approved by the City. The Consultant shall ensure that insurance coverage exists for any operations to be performed by any sub-consultant as specified in the insurance requirements section of this Contract.

The services of the Consultant, to be performed under the Contract, shall not be transferred without written authorization of the City. Any authorized sub-contracts shall contain all of the same provisions contained in and attached to the original Contract with the City.

40. CONTINUING OBLIGATIONS: The Consultant agrees that if because of death, disability, or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Consultant nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to terminate the Contract because it determines that the Consultant is unable to satisfactorily execute the Contract.

41. INTERPRETATION & IMPLEMENTATION: Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.

42. ARM'S LENGTH: This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Consultant.

43. RELATIONSHIP: The Consultant is an independent consultant and shall act in an independent capacity and not as officers or employees of the City. To that end, the Consultant shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Consultant shall provide its own tools, materials, or equipment. The Parties agree that neither the Consultant nor its principal(s) or employees are entitled to any employee benefits from the City. Consultant understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee

Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Consultant agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

The Consultant understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

- 44. CHOICE OF LAW:** Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.
- 45. JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont.
- 46. BINDING EFFECT AND CONTINUITY:** This Contract shall be binding upon and shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.
- 47. SEVERABILITY:** The invalidity or unenforceability of any provision of this Contract, shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.
- 48. ENTIRE CONTRACT & AGREEMENT:** This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.
- 49. APPENDICES:** The City may attach to these conditions appendices containing various forms and typical sample sheets for guidance and assistance to the Consultant in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Consultant to ensure that they have the latest versions applicable to the Contract.
- 50. NO THIRD PARTY BENEFICIARIES:** This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

51. WAIVER: A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Attachment E:
Burlington Livable Wage Ordinance Certification

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, Kaval Kaur, on behalf of AlertEnterprise, Inc. ("the Contractor") in connection with a contract for Burlington International Airport (BTV) and the development and delivery of a Full-Scale Exercise (FSE) that we provide to the City, hereby certify under oath that the Contractor (and any subcontractors under this contract) is and will remain in compliance with the City of Burlington's Livable Wage Ordinance, B.C.O. 21-80 et seq., and that

(1) as a condition of entering into this contract or grant, we confirm that all covered employees as defined by Burlington's Livable Wage Ordinance (including the covered employees of subcontractors) shall be paid a livable wage (as determined, or adjusted, annually by the City of Burlington's chief administrative officer) and provided appropriate time off for the term of the contract;

(2) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;

(3) we will provide verification of an employee's compensation, produce payroll or health insurance enrollment records or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of a request by the City;

(4) we will cooperate in any investigation conducted by the City of Burlington's City Attorney's office pursuant to this ordinance; and

(5) we will not retaliate (nor allow any subcontractor to retaliate) against an employee or other person because an employee has exercised rights, or the person has cooperated in an investigation conducted pursuant to this ordinance.

Date_____By:_____

Contractor

Subscribed and sworn to before me:

Date_____Notary _____

ARTICLE VI. LIVABLE WAGES¹

21-80 Findings and purpose.

In enacting this article, the city council states the following findings and purposes:

- (a) Income from full-time work should be sufficient to meet an individual's basic needs;
- (b) The City of Burlington is committed to ensuring that its employees have an opportunity for a decent quality of life and are compensated such that they are not dependent on public assistance to meet their basic needs;
- (c) The City of Burlington is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;
- (d) The creation of jobs that pay livable wages promotes the prosperity and general welfare of the City of Burlington and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;
- (e) It is the intention of the city council in passing this article to provide a minimum level of compensation for employees of the City of Burlington and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-81 Definitions.

As used in this article, the following terms shall be defined as follows:

- (a) *Contractor or vendor* is a person or entity that has a service contract with the City of Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve (12) month period, including any subcontractors of such contractor or vendor.
- (b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants, including any contractors or subgrantees of the grantee, that exceed fifteen thousand dollars (\$15,000.00) for any twelve (12) month period.

(c) *Covered employer* means the City of Burlington, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.

(d) *Covered employee* means an "employee" as defined below, who is employed by a "covered employer," subject to the following:

(1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services under a service contract with the City of Burlington, notwithstanding that the employee may be a temporary or seasonal employee;

(2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the City of Burlington is a "covered employee."

(e) *Designated accountability monitor* shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section [501\(c\)\(3\)](#) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.

(f) *Employee* means a person who is employed on a full-time or part-time regular basis. In addition, commencing with the next fiscal year, a seasonal or temporary employee of the City of Burlington who works ten (10) or more hours per week and has been employed by the City of Burlington for a period of four (4) years shall be considered a covered employee commencing in the fifth year of employment. "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired for a prescribed period of six (6) months or less to fulfill the requirements to obtain a professional license as an attorney, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.

(g) *Employer-assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)

(h) *Livable wage* has the meaning set forth in Section [21-82](#).

(i) *Retaliation* shall mean the denial of any right guaranteed under this article, and any threat, discipline, discharge, demotion, suspension, reduction of hours, or any other adverse action against an employee for exercising any right guaranteed under this article. Retaliation shall also include coercion, intimidation, threat, harassment, or interference in any manner with any investigation, proceeding, or hearing under this article.

(j) *Service contract* means a contract primarily for the furnishing of services to the City of Burlington (as opposed to the purchasing or leasing of goods or property). A contract involving the furnishing of financial products, insurance products, or software, even if that contract also includes some support or other services related to the provision of the products, shall not be considered a service contract.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-82 Livable wages required.

(a) Every covered employer shall pay each and every covered employee at least a livable wage no less than:

(1) For a covered employer that provides employer assisted health care, the livable wage shall be at least thirteen dollars and ninety-four cents (\$13.94) per hour on the effective date of the amendments to this article.

(2) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least fifteen dollars and eighty-three cents (\$15.83) per hour on the effective date of the amendments to this article.

(3) Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage compensation will at least equal the livable wage as established under this article.

(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city as of July 1 of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the Joint Fiscal Office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to May 1 preceding any such adjustment and prior to May 1 of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by posting a written notice in a prominent place in City Hall by sending written notice to the city council and, in the case of covered employers that have

requested individual notice and provided contact information to the chief administrative officer, by notice to each such covered employer. However, once a livable wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.

(c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation, personal, or combined time off leave.

(Ord. of 11-19-01; Ord. of 5-2-11; Ord. of 6-13-11; Ord. of 10-21-13)

21-83 Applicability.

(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the funds awarded by the City of Burlington are being expended by the covered employer.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-84 Enforcement.

(a) Each service contract or grant covered by this article shall contain provisions requiring that the covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this article. The covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief administrative officer of the City of Burlington, within ten (10) business days from receipt of the City of Burlington's request.

(b) The chief administrative officer of the City of Burlington may require that a covered employer submit proof of compliance with this article at any time, including but not limited to:

- (1) Verification of an individual employee's compensation;

- (2) Production of payroll, health insurance enrollment records, or other relevant documentation; or
- (3) Evidence of proper posting of notice.

If a covered employer is not able to provide that information within ten (10) business days of the request, the chief administrative officer may turn the matter over to the city attorney's office for further enforcement proceedings.

(c) The City of Burlington shall appoint a designated accountability monitor that shall have the authority:

- (1) To inform and educate employees of all applicable provisions of this article and other applicable laws, codes, and regulations;
- (2) To create a telephonic and electronic accountability system under this article that shall be available at all times to receive complaints under this article;
- (3) To establish and implement a system for processing employees' complaints under this article, including a system for investigating complaints and determining their initial credibility; and
- (4) To refer credible complaints to the city attorney's office for potential enforcement action under this article.

The designated accountability monitor shall forward to the City of Burlington all credible complaints of violations within ten (10) days of their receipt.

(d) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the city attorney's office within one (1) year after the alleged violation. The city attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the complaint. Prior to ordering any penalty provided in subsection (e), (f), or (g) of this section, the city attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing officer appointed by the city attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the city attorney's office and the covered employer.

(e) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with a covered employer from any court of competent jurisdiction, if the covered employer has not complied with this article.

(f) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.

(g) A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers, and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.

(h) If a complaint is received that implicates any City of Burlington employee in a possible violation of this article, that complaint will be handled through the City's personnel procedures, not through the process outlined in this article.

(i) Any covered employee aggrieved by a violation of this article may bring a civil action in a court of competent jurisdiction against the covered employer within two (2) years after discovery of the alleged violation. The court may award any covered employee who files suit pursuant to this section, as to the relevant period of time, the following:

(1) The difference between the livable wage required under this article and the amount actually paid to the covered employee;

(2) Equitable payment for any compensated days off that were unlawfully denied or were not properly compensated;

(3) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or fifty dollars (\$50.00) for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;

(4) Reinstatement in employment and/or injunctive relief; and

(5) Reasonable attorneys' fees and costs.

(j) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

(Ord. of 11-19-01; Ord. of 2-17-04; Ord. of 5-2-11; Ord. of 10-21-13)

21-85 Other provisions.

(a) No covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this subsection shall be deemed a violation of this article subject to the remedies of Section [21-84](#).

(b) No covered employer with a current contract, as of the effective date of this provision, with the City of Burlington for the use of property located at the Burlington International Airport may reduce, during the term of that contract, the wages of a covered employee below the livable wage as a result of amendments to this article.

(c) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection (d) of this section, shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(d) Notwithstanding subsection (c) of this section, where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

(e) Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.

(f) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-86 Exemptions.

An exemption from any requirement of this article may be requested for a period not to exceed two (2) years:

(a) By a covered employer where payment of the livable wage would cause substantial economic hardship; and

(b) By the City of Burlington where application of this article to a particular contract or grant is found to violate specific state or federal statutory, regulatory or constitutional provisions or where granting the exemption would be in the best interests of the City.

A covered employer or grantee granted an exemption under this section may reapply for an exemption upon the expiration of the exemption. Requests for exemption may be granted by majority vote of the city council. All requests for exemption shall be submitted to the chief administrative officer. The finance committee of the City of Burlington

shall first consider such request and make a recommendation to the city council. The decision of the city council shall be final.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-87 Severability.

If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-88 Annual reporting.

On or before April 15 of each year, the city attorney's office shall submit a report to the city council that provides the following information:

- (a) A list of all covered employers broken down by department;
- (b) A list of all covered employers whose service contract did not contain the language required by this article; and
- (c) All complaints filed and investigated by the city attorney's office and the results of such investigation.

(Ord. of 10-21-13)

21-89 Effective date.

The amendments to this article shall take effect on January 1, 2014 and shall not be retroactively applied.

(Ord. of 10-21-13)

Attachment F:
Burlington Outsourcing Ordinance Certification

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, Kaval Kaur, on behalf of AlertEnterprise, Inc. (Contractor) in connection with the Burlington International Airport (BTV) and the development and delivery of a Full-Scale Exercise (FSE) [Project], hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering into this contract or grant, Contractor confirms that the services provided under the above-referenced contract will be performed in the United States or Canada.

Dated at _____, Alameda County, California this ____ day of _____, 2023.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

ARTICLE VII. OUTSOURCING

21-90 Policy.

It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

21-91 Definitions.

(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Outsourcing.* The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

21-92 Implementation.

(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

21-93 Exemption.

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer shall be reported

to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

(Ord. of 11-21-05/12-21-05)

21-94 Enforcement.

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or outsources work on a government funded project shall be deemed to be in violation of this article.

(b) A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$500.00). All law enforcement officers, and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any violation of any provision of this article shall continue shall constitute a separate violation.

(c) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 11-21-05/12-21-05)

21-95—21-99 Reserved.

Attachment G:
Burlington Union Deterrence Ordinance Certification

Certification of Compliance with the City of Burlington's

Union Deterrence Ordinance

I, Kaval Kaur, on behalf of Alert Enterprise, Inc. (Contractor) and in connection with Burlington International Airport (BTV) and the development and delivery of a Full-Scale Exercise (FSE), hereby certify under oath that (Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will it over the life of the contract advertise or provide union deterrence services in violation of the City's union deterrence ordinance.

Dated at _____, Alameda County, California ____ day of _____, 2020.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

ARTICLE VIII. UNION DETERRENCE

21-100 Policy.

It is the policy of the City of Burlington to limit letting contracts to organizations that provide union deterrence services to other companies.

(Ord. of 3-27-06/4-26-06)

21-101 Definitions.

(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Union deterrence services.* Services provided by a contractor, subcontractor or vendor that are not restricted to advice concerning what activities by an employer are prohibited and permitted by applicable laws and regulations, but extend beyond such legal advice to encouraging an employer to do any of the following:

- 1) Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
- 2) Have supervisors force workers to meet individually with them to discuss the union;
- 3) Imply to employees, whether through written or oral communication, that their employer may have to shut down or lay people off if the union wins the election;
- 4) Discipline or fire workers for union activity;
- 5) Train managers on how to dissuade employees from supporting the union.

(d) *Substantial portion of income.* For the purposes of this article, substantial portion of income shall mean greater than ten (10) percent of annual gross revenues or one hundred thousand dollars (\$100,000.00), whichever is less.

(Ord. of 3-27-06/4-26-06)

21-102 Implementation.

- (a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who
- 1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.
 - 2) Advertises union deterrence services as specialty services;
 - 3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.
- (b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

(Ord. of 3-27-06/4-26-06)

21-103 Enforcement.

- (a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.
- (b) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 3-27-06/4-26-06)

21-104—21-110 Reserved.

**Attachment H:
Consultant's Certificate of Insurance**

ALERTENTERPRISE, INC.
4350 Starboard Drive
Fremont, CA 94538
RETURN FAX #: 510-897-6785

SOFTWARE AS A SERVICE AND MANAGED SERVICES AGREEMENT

CUSTOMER:

ADDRESS: _____
CITY/STATE/ZIP: _____

STATE OF INCORPORATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

AGREEMENT TO BE RETURNED TO: _____

INTERNAL TECHNICAL _____

REPRESENTATIVE: _____

Email: _____

Email: _____

This Software as a Service and Managed Services Agreement is entered into as of the last signature date indicated below, by and between AlertEnterprise, Inc., a Delaware corporation ("**ALERT**"), and the "**Customer**" set forth above. In consideration of the terms and conditions contained in this Facing Page, the Standard Terms and Conditions and the attached Schedules (collectively the "**Agreement**") the parties agree to be bound hereby.

ATTACHMENTS:

STANDARD TERMS AND CONDITIONS

SCHEDULES:

Schedule 1	Description of Managed Services
Schedule 2	Form of Order Schedule

IN WITNESS WHEREOF, THE PARTIES LISTED BELOW HAVE EXECUTED THIS AGREEMENT, AND THIS AGREEMENT IS EFFECTIVE, AS OF THE DATE OF THE LAST SIGNATURE SET FORTH BELOW (THE "EFFECTIVE DATE").

ALERTENTERPRISE, INC.

CUSTOMER: CITY OF BURLINGTON, VERMONT

By: _____

By: _____

Printed: _____

Printed: Nic Longo

Title: _____

Title: Director of Aviation

Date: _____

Date: _____

ALERTENTERPRISE, INC.
SOFTWARE AS A SERVICE AND MANAGED SERVICES AGREEMENT
STANDARD TERMS AND CONDITIONS

ALERT provides an internet-accessible service (hosted by ALERT or its service provider) made available on a term-use basis (the **"SaaS Solution"**). ALERT also provides support services related to implementation and management of the SaaS Solution. The parties have agreed that ALERT will provide the SaaS Solution to Customer, as well as such support services as the parties may agree, now and pursuant to future Order Schedule(s). Therefore, in consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows:

1. **DEFINITIONS:**

"Authorized Users" shall mean those parties authorized by Customer to access the SaaS Solution and is limited to Employees and Business Third Parties.

"Business Third Parties" shall mean any third party, including service providers, consultants, SaaS Solutions integrators and the like, whose work for Customer requires access to the SaaS Solution to facilitate Customer's internal business activities.

"Confidential Information" shall have the meaning given such term in Section 15.

"Customer Affiliate" shall mean an entity in which Customer owns more than fifty percent (50%) of the voting securities. Any such entity shall be considered a Customer Affiliate for only such time as Customer continues to own such equity interest.

"Customer Content" shall mean information, data files, and materials, downloaded, transferred or input by Customer or Authorized Users to the SaaS Solution, including, without limitation, background queries and the results of those queries. Customer retains ownership and intellectual property rights in and to its Customer Content.

"Documentation" shall mean the documentation, which will be updated from time to time, provided by ALERT in connection with the SaaS Solution.

"Employees" shall mean employees, full or part-time, who are employed by Customer and under its direct supervision.

"Errors" shall have the meaning given in Schedule 1 Description of Managed Services.

"Authorized Facilities" shall mean Customer's facilities (equipment, networks or other access controlled resources as well as physical premises) with respect to which Customer is authorized to use certain SaaS Solution functionality provided by ALERT (e.g.: FedCheck Services) as indicated in the Order Schedule.

"Identities(s)" shall mean a unique identifier entered into the SaaS Solution that corresponds to an individual, for example, a visitor, contractor, tenant, vendor, etc.

"Managed Services" shall mean the support and services as described in Schedule 1 to this Agreement.

"Order Schedule" shall mean a separate ordering document for use and access to the SaaS Solution and Managed Services entered into between Customer and ALERT or an ALERT authorized reseller in the form attached hereto as Schedule 2.

"Servers" shall mean the number of servers or devices authorized to receive access to the SaaS Solution.

"Service Term" shall mean that period specified in an Order Schedule during which Customer will have access to the SaaS Solution in addition to any renewal of the initial Service Term. If the Service Term is not stated in the Order Schedule, then the Service Term shall commence on the date of the Order Schedule and will continue until the end of the first annual period plus, if applicable, the number of day remaining following the (1) year date to the end of the then current calendar quarter and include any additional renewal period.

2. **ACCESS RIGHTS AND MANAGED SERVICES:**

A. **Use of the SaaS Solution.** Subject to compliance with the terms of this Agreement including, without limitation, payment of all applicable Fees, Customer shall, during the Service Term provided in the Order Schedule, have the non-exclusive, non-assignable, royalty free, worldwide right to access and use the SaaS Solution solely for Customer's internal business operations subject to the terms of this Agreement and any limitations provided in the applicable Order Schedule (e.g.: Authorized Facilities, Identities and Servers documented in the Order Schedule).

B. **Authorized Users and Passwords.** Customer shall be solely responsible for the acts and omissions of the Authorized Users. Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the applicable Authorized Users. If Customer wishes to provide access to the SaaS Solution to Customer Affiliates(s) such Customer Affiliate shall enter into a

separate Order Schedule with ALERT prior to accessing or using the SaaS Solution. Customer is entirely responsible for any and all activities that occur under Customer's account and all charges incurred from use of the SaaS Solution accessed with Authorized User's passwords. Customer shall: (a) notify ALERT immediately of any unauthorized use of any password or user id or any known or suspected breach of security, (b) report to ALERT immediately and use reasonable efforts to stop any unauthorized use of the SaaS Solution that is known or suspected by Customer, and (c) not provide false identity information to gain access to or use of the SaaS Solution. Customer shall indemnify ALERT and its licensors against losses or damages suffered by ALERT arising from any misuse of the SaaS Solution by Authorized Users.

- C. **Managed Services.** ALERT shall provide the Managed Services described in Schedule 1 in connection with any set-up and SaaS Solution Errors listed in Schedule 1. The remedies provided in connection with SaaS Solution Errors as described in Schedule 1 are Customer's sole remedy for any failure of the SaaS Solution, and Customer recognizes and agrees that if Schedule 1 does not list a remedy for a given failure, it has no remedy. ALERT is not required to issue credits or refunds under any circumstances, including without limitation after termination of this Agreement.

3. **PAYMENT OF FEES:**

Customer will pay ALERT the then applicable fees described in a mutually agreed to Order Schedule in accordance with the terms therein (the "**Fees**"). ALERT's invoices are due within 30 days of the date of invoice. For late payments, Customer shall pay interest charges from the time the payment was due at the rate that is the lower of 1.5% per month or the highest rate permissible under applicable law. If Customer's use of the SaaS Solution exceeds the Identities and/or other limitations set forth on the Order Schedule or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). All amounts payable under this Agreement are exclusive of all sales, use, and other taxes. Customer is responsible for all taxes assessed in connection with this Agreement, including sales, use, excise, value-added or governmental charges imposed on the use of the SaaS Solution or Managed Services. Alert shall be responsible for its own income taxes.

4. **CUSTOMER REPOSNSIBILITIES:**

- A. **Results.** Customer retains full responsibility for Customer's and its Authorized User's use of the SaaS Solution, including how information obtained through the SaaS Solution ("**Results**") is used, and for any decisions and actions that Customer and/or its Authorized Users may make or undertake in reliance of the SaaS Solution or such Results.
- B. **Customer Responsibilities.** Customer is responsible for obtaining, configuring and maintaining all computer hardware, software and communications equipment needed to access and use the SaaS Solution, and for paying all third-party access charges (e.g., ISP, telecommunications, hosting services, etc.) incurred while using the SaaS Solution. Customer shall provide commercially reasonable information and assistance to ALERT to enable ALERT to deliver the SaaS Solution and Managed Services. Customer acknowledges that ALERT's ability to deliver the SaaS Solution in a manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance.

5. **USER RESTRICTIONS:**

Except as expressly permitted under this Agreement, Customer and its Authorized Users may not: (i) copy, reproduce, modify or republish the SaaS Solution, (ii) use the SaaS Solution for any credit-verification or credit reporting purposes, or in connection any hiring or other employment action (other than as screening to access Authorized Facilities) or to screen individuals or otherwise discriminate based on race, color, national origin, religion, age, gender, sexual orientation, or disability or any other unlawful or improper basis, (iii) make the SaaS Solution available to any person other than an Authorized User, (iv) upload, transmit or distribute any data or files that contain viruses, malicious code, corrupted files or any similar software or programs to or through the SaaS Solution, (v) distribute, disseminate, reverse engineer, decompile, translate, disassemble or otherwise attempt to derive the source code of the SaaS Solution, Software or mobile app provided under this Agreement or allow others to do so, (vi) use the SaaS Solution to provide software application services, time-sharing or service bureau services to third parties (vii) disclose any ALERT trade secret or Confidential Information including, non-public SaaS Solution features with any third party, (viii) remove, modify or obscure any copyright, trademark or proprietary notices contained in the SaaS Solution or contained in the Documentation (ix) breach, disable, tamper with, or develop or use (or attempt) any workaround for, any security measure provided or used by the SaaS Solution; (ix) access the SaaS Solution via any bot, web crawler or non-human user, or to perform any data scraping, data mining, caching, or similar

function; or (x) access or use (or permit a third party to access or use) the SaaS Solution for any unlawful purpose, or for purposes of monitoring the availability, performance or functionality of the SaaS Solution or for any other benchmarking or competitive purposes.

No right or license, express or implied, is granted hereunder for the use of any of ALERT or Customer trade names, service marks or trademarks. All rights not expressly granted under this Agreement are reserved by ALERT. There are no implied rights granted herein. Customer agrees to implement reasonable controls to ensure compliance with the intended use of the SaaS Solution authorized by this Agreement.

6. COMPLIANCE WITH LAWS:

Each party represents and warrants that (i) it has the full right, power and authority to execute and enter into this Agreement and to perform its obligations hereunder; (ii) it is knowledgeable as to all federal, state, and local laws and regulation pertaining to its business, operations and intended use of the SaaS Solution; and (iii) it is a legitimate business entity in good standing and has a lawful purpose for use of the SaaS Solution, consistent with the usage restrictions herein. Customer shall comply with all applicable local, state, national and foreign laws in connection with the use of the SaaS Solution and Managed Services, including the laws related to data privacy, international communications and the transmission of technical or personal data. Customer agrees to comply fully with all relevant export laws and regulations of the United States and other applicable jurisdictions to ensure that neither the SaaS Solution nor any direct product thereof, are: (i) exported or re-exported directly or indirectly in violation of such export laws and regulations; or (ii) used for any purposes prohibited by such export laws and regulations.

7. GOVERNMENT RIGHTS:

If Customer is the U.S. government or any agency or other division thereof, the SaaS Solution is furnished under the Agreement as a “commercial item,” and more specifically as “commercial computer software” and “commercial computer software documentation” (as applicable), as those terms are defined and used in the U.S. Code of Federal Regulations (48 C.F.R. § 2.101) and other applicable regulations, and the government’s rights with respect to such software and services (and to any associated technical data or other materials) are limited to those rights expressly granted in this Agreement.

8. ALERT ACCESS:

During the Service Term, Customer grants to ALERT access to Customer’s network, computer SaaS Solutions, and Customer Content (as defined below) as

needed to provide the SaaS Solution, and Managed Services.

9. CUSTOMER CONTENT AND USER INFORMATION:

A. **Customer Content.** Customer acknowledges that ALERT exercises no control over the Customer Content. ALERT will have no responsibility or liability for the accuracy of data uploaded to the SaaS Solution, including without limitation Customer Content and any other data uploaded by Authorized Users. Customer is solely responsible for ensuring, and Customer hereby represents and warrants, that Customer’s provision of Customer Content to ALERT, and the collection, processing, and use of Customer Content by ALERT as contemplated by this Agreement, will (and for so long as Customer uses the SaaS Solution will continue to) comply with applicable laws and third-party terms and conditions of use, and privacy and security best practices. Customer hereby agrees to indemnify and hold ALERT harmless for any loss, damage, expense, cost, or claim (including reasonable attorneys’ fees), arising from Customer’s failure to comply with this provision or applicable laws. Customer shall not upload, post, reproduce or distribute any information, software, or other material protected by copyright, privacy rights, or other intellectual property rights without first obtaining the permission of the owner of such rights. Customer acknowledges and agrees that ALERT’s performance of this Agreement may require ALERT to process, transmit, and/or store personal data of Customer or the personal data of Identities (“**Personal Data**”). By submitting Personal Data to the SaaS Solution, Customer agrees that ALERT may process, transmit, and/or store Personal Data only to the extent necessary for, and for the sole purpose of enabling ALERT to perform its obligations under this Agreement. In relation to all Personal Data, Customer will be responsible as the Data Controller for complying with all applicable data protection or similar law such as the EU General Data Protection Regulation 2016/679 and laws implementing that Regulation that regulate the processing of Personal Data and special categories of data as such terms are defined in that Regulation. Customer agrees to obtain all necessary consents and make all necessary disclosures before including Personal Data in Customer Content and confirms that Customer is solely responsible for all Personal Data included in Customer Content. Customer agrees that the specific terms for the processing of Personal Data will be in accordance with the terms of ALERT’s standard and current Data Processing Addendum incorporated into this Agreement. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the SaaS

Solution, Customer assumes such risks. ALERT shall use commercially reasonable efforts to prevent unauthorized disclosures of data hosted by ALERT.

B. **Information about Devices.** Customer acknowledges and agrees that ALERT collects (a) information about devices in and around Customer's network, including, but not limited to, Internet Protocol (IP) addresses of devices in Customer's network(s) and (b) additional information about these devices such as information about device activity, host name, configuration, operating SaaS Solution, and login identities used from the devices ((a) and (b), collectively "**Device Information**").

C. **Information about Users.** In addition to information described in Sections 9A and 9B above, the SaaS Solution has the ability to capture additional information depending on which features Customer chooses to enable. If Customer chooses to enable any optional functionality in the SaaS Solution that takes as input or collects information about users accessing Customer's network ("**User Identities**"), ALERT will receive and store such information in accordance with the data entry and/or configuration settings Customer makes. ALERT will receive and store User Identities utilizing data protection tools and techniques in accordance with industry practices.

10. **WARRANTY:**

ALERT warrants to Customer, during the applicable Service Term, the SaaS Solution will perform materially in accordance with the applicable Documentation. The sole and exclusive remedy of Customer, and the entire liability of ALERT, under this limited warranty is described in Schedule 1 Description of Managed Services. EXCEPT AS SPECIFIED IN THIS AGREEMENT, ALERT MAKES NO WARRANTIES AND HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT AND THOSE ARISING FROM A COURSE OF DEALING, USAGE OF TRADE. CUSTOMER MUST NOTIFY ALERT IN WRITING PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES DURING THE WARRANTY PERIOD. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE, AT ALERT'S OPTION, CORRECTION OF THE SAAS

SOLUTION ERRORS PURSUANT TO THE MANAGED SERVICES PROGRAM, OR TERMINATION OF THE APPLICABLE SERVICES AND RETURN OF THE UNEARNED PORTION OF THE FEES PREPAID TO ALERT BY CUSTOMER FOR SUCH NON-CONFORMING SAAS SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

11. **THIRD PARTY SOFTWARE:**

If, in connection with Customer's access and/or use of the SaaS Solution, Customer accesses or uses any third-party software or services, Customer's use of such software and services shall be governed by the terms and conditions of the agreement under which Customer accesses or licenses such software from the third party. Customer shall defend, indemnify, and hold ALERT and its affiliates and their respective officers, directors, employees, affiliates, subsidiaries, agents, licensors, suppliers, service providers and representatives harmless against any liabilities, losses, damages, claims, demands, fees, expenses and other costs of any kind or nature, including, without limitation, any attorney fees, expert fees, filing fees, judgments, awards and settlement amounts associated therewith, as and when incurred, arising out of or related to Customer's use of third-party software and/or services in connection with the SaaS Solution.

12. **DISCLAIMER:**

ALERT DOES NOT GUARANTEE THAT THE SAAS SOLUTION WILL PERFORM ERROR-FREE OR UNINTERRUPTED. CUSTOMER ACKNOWLEDGES THAT ALERT DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATION FACILITIES INCLUDING THE INTERNET, AND THAT THE SAAS SOLUTION MAY BE SUBJECT TO LIMITATIONS AND DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. CUSTOMER ACKNOWLEDGES THAT CERTAIN FUNCTIONALITY PROVIDED BY A THIRD PARTY LICENSOR OR SERVICE PROVIDER MAY IMPACT THE AVAILABILITY OF CERTAIN FUNCTIONALITY IN THE SAAS SOLUTION. ALERT DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF ANY DATA OR RESULTS GENERATED BY THE SAAS SOLUTION AND SHALL NOT BE LIABLE FOR ANY INACCURACY, OMISSION OR OTHER DEFECT IN THE RESULTS.

13. **LIMITATION OF LIABILITY:**

THE PARTIES AGREE THAT IN NO EVENT SHALL ALERT, ITS SUPPLIERS OR LICENSORS HAVE ANY

LIABILITY TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, LOSS OF FUNCTIONALITY, INTERRUPTION OF BUSINESS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE ARISING FROM OR ASSOCIATED IN ANY WAY WITH THE SAAS SOLUTION, DOCUMENTATION, THIRD PARTY SOFTWARE OR MANAGED SERVICES, EVEN IF ALERT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY RISK, WHICH IS SET FORTH IN THIS SECTION. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, AND AS A CONSEQUENCE SOME OF THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

IN NO EVENT WILL ALERT'S, ITS SUPPLIER'S OR LICENSOR'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AGGREGATE OF THE AMOUNTS PAID AND PAYABLE BY THE CUSTOMER TO ALERT FOR ACCESS AND USE OF THE SAAS SOLUTION IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.

The provisions regarding limitation of liability and disclaimer shall survive the expiration or termination of this Agreement.

14. INDEMNIFICATION:

A. **Indemnification by ALERT.** ALERT will defend Customer against any claims, demands, suits or proceedings made or brought by a third party against Customer to the extent based upon an allegation that the SaaS Solution as furnished by ALERT hereunder and used by Customer within the scope of this Agreement, infringes any copyright or any U.S. patent or trademark rights of any third party (a "**Claim**") and pay all amounts awarded by a court of law or agreed to in a mutually agreed to settlement of such Claim. THE FOREGOING STATES THE ENTIRE OBLIGATION OF ALERT AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SAAS SOLUTION. ALERT and its licensors shall have no liability under this Section to the extent that any Claims are based on any combination of the SaaS Solution with products, services, methods, content or other

elements not furnished by ALERT, or any use of the SaaS Solution in a manner that violates the terms of this Agreement.

B. **Mitigation Measures.** In the event of any Claim or potential Claim covered by this Section, ALERT may, in its discretion, seek to mitigate the impact of such Claim by modifying the SaaS Solution to avoid the infringement, and/or by suspending or terminating Customer's access to the SaaS Solution upon reasonable notice (provided, in the case of such suspension or termination, that ALERT will refund a portion of any fees that Customer has prepaid for the then-current Service Term, based on the portion of that Service Term that is affected by our suspension or termination).

C. **Indemnification by Customer.** Customer shall defend ALERT against any third party claim, suit, or proceeding arising out of or related to Customer's alleged or actual use of, misuse of the SaaS Solution, including without limitation: (a) claims relating to any breach of this Agreement by Customer, its affiliates, employees, agents or Authorized Users, (b) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information, including Personal Data and other Customer Content; (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the SaaS Solution through Customer's account, including without limitation by Customer Content; and (d) claims that use of the SaaS Solution through Customer's account, including by Customer's clients or Authorized Users, harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising.

15. CONFIDENTIALITY:

Confidential Information means any non-public information, data or know-how that has been disclosed by a party to this Agreement to the other party in writing, orally or by access to the disclosing party's premises and either identified by the disclosing party as confidential or proprietary or which should reasonably be expected under the circumstances to be confidential or proprietary, including information disclosed by ALERT to Customer regarding the SaaS Solution, its design, workflow and Documentation, and any confidential information of ALERT's licensors. The Software and SaaS Solution (including, the specific design and structure of Software and SaaS Solution) and Documentation are Confidential Information and trade secrets of ALERT and/or its licensors.

With respect to Confidential Information, the receiving party shall (i) use it solely for the purposes specifically provided in this Agreement; and (ii) not disclose it to a third party, other than employees on a need to know basis or consultants, affiliates, agents or subcontractors (third parties) under nondisclosure agreements at least as strict as this Agreement, provided that such third parties are not competitors of the disclosing party, for a period of five (5) years from the date of disclosure or in perpetuity if the Confidential Information constitutes a trade secret under applicable law. The receiving party is liable for any misuse of Confidential Information by third parties. The foregoing obligations do not apply to information that (a) was rightfully in the possession of, or was known by, the receiving party prior to its receipt from the disclosing party, free of any obligation of confidence; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the receiving party from a third party, without an obligation to keep such information confidential; or (d) is independently developed by the receiving party without use of the Confidential Information.

Any and all records submitted to the Customer, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. ALERT agrees to retain, in company files, all documents, records, and other evidence pertaining to costs incurred for work performed under this Agreement for a period of at least three (3) years after the termination of this agreement, unless otherwise notified by the Customer. The determination of how those records must be handled is solely within the purview of Customer. All records considered to be trade secrets, as that term is defined by subsection §317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with section §317 of Title 1 of the Vermont Statutes Annotated.

This section will not affect any other nondisclosure agreement between the parties. In the event the receiving party is required to disclose Confidential Information, including, but not limited to Customer Content, pursuant to applicable law, excluding as above provided under the Vermont Public Records Act, judicial or governmental order, or valid subpoena, such party will promptly notify the other party to allow intervention in response to such order. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Each party will retain all right, title, and interest in and to all their Confidential Information.

16. TERM; TERMINATION:

- A. **Term.** The term of this Agreement will commence on the Effective Date and continue unless and until terminated pursuant to this Section 16. Unless otherwise provided in an Order Schedule, the initial Service Term for the SaaS Solution and Managed Services shall be one (1) year commencing on the Order Effective Date, plus, if applicable, the number of day remaining following the (1) year date to the end of the then current calendar quarter and shall each automatically renew for successive 12 month periods unless either party delivers written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then-current Service Term.
- B. **Termination.**
- i. **Termination by ALERT.** ALERT reserves the right to suspend delivery of the SaaS Solution if Customer fails to timely pay any undisputed amount due to ALERT under this Agreement, but only after ALERT notifies Customer of such failure and such failure continues for fifteen (15) days. Suspension of the SaaS Solution shall not release Customer of its payment obligations under this Agreement.
 - ii. **Cause.** Either party may terminate this Agreement and any Order Schedule upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days written notice specifying the breach in detail. Notwithstanding any contrary provision herein, any termination of this Agreement pursuant to this Section 16 shall not terminate any Order Schedule mutually agreed to prior to any notice of termination herein and the terms of this Agreement shall continue to apply to such Order Schedule(s) unless and until such Order Schedule(s) is are terminated.
 - iii. **Survival.** Sections that by their nature survive expiration or termination shall survive any expiration or termination of this Agreement.
 - iv. **Customer Content:** Upon any termination, ALERT will make all Customer Content available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter ALERT may, but is not obligated to, delete stored Customer Content. Upon termination of an Order Schedule for use of the SaaS Solution, Company shall immediately cease all use of the SaaS Solution and delete, destroy, or return all copies of the Documentation in its possession or control.

17. TITLE; OWNERSHIP AND EQUITABLE RELIEF:

ALERTENTERPRISE, INC.
SOFTWARE AS A SERVICE AND MANAGED SERVICE AGREEMENT
STANDARD TERMS AND CONDITIONS

A. **Title.** ALERT, or its suppliers or licensors, retains all right, title, interest and intellectual property rights in the SaaS Solution and underlying software, Documentation, and other deliverables provided by ALERT under this Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto (which feedback may include, but not limited to, any suggestion or idea for improving or otherwise modifying any of ALERT'S products or services). Customer agrees to assign all right, title, and interest it may have in the foregoing to ALERT.

B. **Equitable Relief.** Customer acknowledges that any breach of its obligations with respect to the proprietary rights of ALERT or its suppliers or licensors may cause irreparable injury, for which there may be inadequate remedy at law and, therefore, ALERT will be entitled to seek equitable relief in addition to all other rights and remedies available to it.

18. **ASSIGNMENT:**

Customer may not assign its rights or obligations under this Agreement, without the prior written consent of ALERT. ALERT may freely assign its rights and obligations under this Agreement. Any attempted assignment in derogation of this section will be null and void.

19. **EXPORT:**

Customer shall not: (a) permit any third party to access or use the SaaS Solution in violation of any U.S. law or regulation; or (b) export any software provided by ALERT or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the SaaS Solution in, or export such software to, a country subject to a United States embargo.

20. **GOVERNING LAW:**

This Agreement shall be governed and construed by the laws of the State of Vermont excluding its conflict of law rules and International Sale of Goods.

21. **ENTIRE AGREEMENT:**

This Agreement, together with the Schedules and Order constitute the entire agreement between the parties regarding Customer's use of the SaaS Solution, Documentation and Managed Services. Third party software licensed to ALERT and used in providing the SaaS Solution is subject to applicable licensing agreements posted at

<http://www.alertenterprise.com/docs/3rdpartycomponents.html>. No purchase orders, other ordering documentation, email or any handwritten or typewritten text which purports to modify or supplement this Agreement shall add to or vary the terms and conditions of this Agreement and ALERT expressly objects to any additional or different terms in any purchase orders or other correspondence submitted by Customer, and any such conflict terms are expressly rejected by ALERT. This Agreement replaces and supersedes any prior verbal understanding, written communications or representations made by the parties regarding the subject matter contained in this Agreement. No inconsistent, additional, or different terms in another document will have any force or effect unless such terms are incorporated into a formal amendment to this Agreement signed by both parties.

22. **FORCE MAJEURE:**

Neither Party shall be responsible for any resulting loss to the other Party if the fulfillment of any of the terms or provisions of this Agreement is delayed or prevented by strikes, work stoppages, shortage in materials, pandemic or epidemic, labor unrest, transportation stoppages, riots, wars, acts of terrorism, national emergency, floods, fires, earthquakes, tornadoes, acts of God, or by any other similar cause not within the control of the party whose performance is interfered with (each, an event of "**Force Majeure**").

23. **GENERAL:**

Notices shall be in writing, sent to the addresses listed on the Facing Page and sent by overnight mail, courier, first-class mail or facsimile (followed by confirmation copy by mail), and are deemed received upon delivery. The parties shall not be liable for any failure to perform due to causes beyond its reasonable control. The failure to enforce any right will not be deemed a waiver of such or any other right, including the right to enforce a subsequent breach of the same obligation. In the event that any part of this Agreement is found to be unenforceable, the remainder shall continue in effect and such part shall be changed and interpreted so as to best accomplish the objectives of such part to the extent permissible by law and consistent with the intent of the parties as of the Effective Date. The parties are independent contractors and this Agreement will not be construed as a teaming agreement or joint venture. This Agreement may be executed in counterparts, each of which will be considered an original, but all counterparts together will constitute one agreement. A facsimile of a signed copy of this Agreement received from Customer may be relied upon as an original. The parties executing this Agreement represent and warrant they have the authority to enter into this Agreement on behalf of their respective party.

SCHEDULE 1 MANAGED SERVICES

Subject to Customer's payment for and subscription to the Managed Services, ALERT shall provide Managed Services which include: (i) Implementation Services and (ii) Maintenance Services as described below.

ANY SERVICES THAT ARE NOT EXPRESSLY INCLUDED IN THIS DESCRIPTION OF MANAGED SERVICES ARE NOT REQUIRED TO BE PROVIDED BY ALERT. IN THE EVENT THE PARTIES AGREE THAT ALERT WILL PROVIDE ANY ADDITIONAL SERVICES, SUCH SERVICES SHALL BE PROVIDED BY ALERT PURSUANT TO A SEPARATE STATEMENT OF WORK TO BE NEGOTIATED AND AGREED UPON BY THE PARTIES.

IMPLEMENTATION SERVICES

Technical requirements and related services to be provided by ALERT in connection with specific product numbers may be found in ALERT's Documentation.

ALERT will assist the implementation of the SaaS Solution as follows:

Implementation Scope

The System will be pre-configured with out of the box use cases, based on the subscribed part numbers in the order form. The ALERT team will demonstrate the use cases and make required changes as per the Customer requirements, and 'allowed changes' defined on the use case definition.

The use cases library for each part number can be referenced on ALERT community Portal.

Assumptions:

- Customer will make Network, firewall changes required in customer environment to make end to end stable connection to the Cloud.
- Customer will provide necessary remote/network/VPN/Citrix and system logs access to ALERT Managed Services team for the software, services and systems in scope for troubleshooting.
- Customer will assign decision empowered resources and project will have sponsorship from customer leadership and will share escalation point of contacts with ALERT counterparts. The Implementation Services will have sponsorship from Customer's senior management, who will be available on a timely and regular basis to monitor the implementation progress and to act as a decision maker for policy decisions.
- Customer must provide a working test environment for scoped in systems and production like data for end-to-end testing.
- Customer will provide clean data as per ALERT accepted formats. Any existing data cleansing or data cleanup is wholly the responsibility of Customer that includes removing duplicate Identity profiles, establishing referential integrity among the systems to establish unique identity profile, maintenance of mandatory attributes etc. However, ALERT team would help with data quality check during the test phase.
- Customer will provide timely signoffs on necessary documents or testing as per the agreed time schedule.
- All third-party API/SDK licenses required to connect the third-party system to the Cloud will be purchased by Customer.
- The project duration is for set timeline and duration, in case of the delays caused due to Customer responsible tasks, ALERT will submit the change order to Customer to cover for additional time.
- Customer will assign a Project Manager to assist with PM responsibilities and act as a liaison between AlertEnterprise and Customer task owners as necessary.
- Customer will specify the components and the systems to be included in the scope of the implementation.
- All supporting documentation deliverables will be developed for industry standard Microsoft Windows-based PCs using appropriate (as reasonably determined by AlertEnterprise) Microsoft Office applications (Word, Excel, and PowerPoint) or other mutually agreeable documentation development processes and/or applications.
- Customer will assign the resources as per the typical (representative) Staffing Model during the project as below (numbers reflect percentage per day during the project).

Activity /Phase	Project Manager	PIAM System Owners	PACS System Owners	Maintenance/Support Team Member (L1)
Kick off and Planning	25%	20%	20%	0%
Design and Blueprinting	25%	20%	20%	0%
Solution Construction and Acceptance Testing and training	25%	20%	20%	0%
Production setup and Data loads and go live	100%	50%	50%	50%
Post Go live, Support and Maintenance	0%	0%	20%	100%

- Customer acknowledges and agrees that the fixed fee provided in an order for Managed Services may change if the project resources are not provided for, information on which the fee is based is inaccurate or incomplete, or there is otherwise a failure of the assumptions or Customer's responsibilities. If one of the preceding occurs, the need for a change order will be immediately communicated with Customer.
- ALERT has the right to temporarily re-assign consultants upon advance notice. ALERT reserves the right to, at its sole discretion; replace any assigned Consultant with another ALERT Consultant with equivalent skills. ALERT must make the necessary project knowledge transfer to new project resources.
- Customer agrees and understands that the assigned ALERT consultant(s) may perform implementation services remotely from an AlertEnterprise office. Customer will be provided in advance a resource working schedule (times and locations) for ALERT resources.
- No custom or developed code, shall be delivered by ALERT to Customer.
- A separate Statement of Work can be discussed if there are use cases that are not in above out of the box use cases of library, or the configurations doesn't suit the business need. A separate timeline and cost would be provided once the scope is finalized. Custom Professional Services provided by ALERT shall be provided pursuant to ALERT's standard Professional Services terms.

Responsibilities:

- ALERT is responsible for providing the guidance, technical expertise, and leadership to deliver the scenarios.
- ALERT is responsible for providing functional and implementation guidance and training to Customer personnel on the use of the SaaS System.
- ALERT is responsible for configuring the connectors in ALERT and providing relevant details to the Customer

RESPONSIBILITY MATRIX (A=Accountable, C=Contributing, N/A- Not Applicable)	ALERT	CUSTOMER
1.1 Project Charter	C	A
1.2 Project Team Organization Chart	C	A
1.3 Project Work plan	A	C
1.4 Communication Plan	C	A
1.5 Overall Change Management Plan	C	A
1.6 Project Standards and Procedures	C	A
1.7 Preliminary Enterprise Scope Document	C	A
1.8 Landscape Architecture Design	A	A
1.9 Technical Architecture Design	A	C
1.11 Issue Resolution Plan	A	C
1.12 Knowledge Transfer Plan	A	C
1.13 User Readiness Assessment Matrix/Plan	A	C
1.14 Organizational Impact Analysis Plan	C	A
1.15 Sandbox/Development/Test/Production Environment Established (ALERT Cloud)	A	C
Sandbox/Development/Test/Production Environment Established - Customer Owned Cloud	N/A	A
DevOps, Monitoring, Patching, Upgrades – ALERT Cloud	A	C
DevOps, Monitoring, Patching, Upgrades – Customer Owned Cloud	N/A	A
1.16 Alternate Implementation Schedules	A	C
1.17 Operational Readiness Plan	C	A

NOT Included in Managed Services: Migration of data from one Physical Access Control System (PACS) to another PACS

- Setting up of hardware peripherals in any access control system or visitor management solution
- Setting up of access levels/clearances in any access control system
- Migration of existing visitors and visit data
- Procurement, installation, and maintenance of any 3rd party vendor APIs that are needed to make connection with connector systems in the scope.

MAINTENANCE SERVICES

ALERT will provide customer support services during business hours (8:00 a.m. to 5:00 p.m. local time), Monday through Friday (excluding major holidays) including support on minor configuration changes and customization as outlined below (See: **Production Issues Support Priority Errors and Response Times** and **Coverage & Exclusions**). Managed Services includes customer support to resolve Errors (defined below) that are reported by Customer via the AlertEnterprise Support Portal (accessed at <https://alertenterprise.crm.dynamics.com/main.aspx>) pursuant to the terms and schedule outlined in the **"Production Issues Support Priority Errors and Response Times"** section of this document. The services outlined in below in **Service Exclusions** and **Out of Scope** are excluded from Managed Services.

1. **DEFINITIONS**

- **"Case"** shall mean a report sent by Customer to the TCO (Technical Support Organization) regarding an Error or a service request.
- **"Customer Technical Representative(s)"** shall mean engineers of Customer who serve as the contacts with ALERT on all Managed Services.
- **"Error"** shall mean a material failure of the SaaS Solution to conform to the documented design specifications.
- **"Fix"** shall mean, in ALERT's discretion, a temporary work-around, Patch, or bypass supplied by ALERT to diminish or avoid the effect of an Error in the SaaS Solution.
- **"New Release"** shall mean a new SaaS Solution release, SaaS Solution Version Release, or Interim Release of the SaaS Solution.
- **"Patch"** shall mean an engineering Fix to a problem to be incorporated into the SaaS Solution New Version Release.
- **"Response"** shall mean an acknowledgment from TSO of the receipt of the Case.
- **"Technical Support Organization"** shall mean a team of ALERT product specialists in the technical support organization and may also be referred to as "TSO."
- **"AE SaaS Solution Release"** shall mean an updated version of the SaaS Solution with a limited number of new or enhanced functions and/or features. A new SaaS Solution ion Release typically will be indicated by the addition of one (1) to the second digit of the release number (e.g., vX2.X would be the next Version Release after v.X.1.X).

2. **PRODUCTION ISSUES SUPPORT PRIORITY ERRORS AND RESPONSE TIMES**

- a. To receive Managed Services, a Customer Technical Representative must report a Case to ALERT's Technical Support Organization. A Case must be reported through the AlertEnterprise Support Portal at <https://alertenterprise.crm.dynamics.com/main.aspx>. Once a Case is received via the Support Portal a Response will be issued by ALERT within four (4) hours for Priority 1 issues. If a Case is submitted after hours, a Response will be issued on the next business day. ALERT will exercise commercially reasonable efforts to correct any Error reported by Customer according to the procedures set forth herein.

Table 2.A Priority Levels and Response Times

Priority of End User Incident	Description	SLA for Initial Reaction Time	SLA for Corrective Action	SLA for Response Time
Priority 1 (Very high)	An Error is properly ascribed “Priority 1” if the Error has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. The Error requires immediate processing because the malfunction can cause serious losses. Complete SaaS Solution outage • Malfunctions of SaaS Solution in the environment production • Top Issues	1 hour (24x7 hours)	~4-8 hours (24x7 hours)	SLA for Corrective Action
Priority 2 (High)	An Error is properly ascribed “Priority 2” if normal business transactions are seriously affected, and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SaaS Solution that are required to perform such transactions and/or tasks. The Error requires immediate processing because the malfunction can seriously disrupt the entire productive business flow.	4 hours Local Office Hours)	Resolution or Workaround ' in 7 business days.	4 business days (Local Office Hours)
Priority 3 (Medium)	An Error is properly ascribed “Priority 3” if normal business transactions are affected. The Error is caused by incorrect or inoperable functions in the SaaS Solution. Or A request for “General Services” Request that requires a change in "SaaS Solution Configuration" for the features in use by the customer. Please refer General Services-Coverage section for details Or A feature/product enhancement request which requires a code fix if accepted by ALERT as a product roadmap item.	2 days	AE product roadmap	Align with AE product roadmap
Priority 4 (Low)	An Error is properly ascribed “Priority 4” if the Error has few or no effects on normal business transactions. The problem is caused by incorrect or inoperable functions	15 days	AE product roadmap	Align with AE product roadmap

	in the SaaS Solution that are not required daily or are rarely used.			
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- b. Upon receipt of a Case, a Technical Support Organization member will communicate with the Customer Technical Representative and report the status of ALERT's efforts to correct the Error. In those instances where: (i) ALERT cannot provide a Fix to a Priority 1 Error within a reasonable time span after a member of TSO has responded to the Customer, or (ii) Customer is not satisfied with the progress attained, ALERT will review the plan for addressing such Error with Customer. Customer may escalate the matter to ALERT's management if it reasonably determines the plan of action does not demonstrate ALERT is making commercially reasonable efforts to correct the Error considering its impact on Customer's business.
- c. All General Service Requests are served as a separate queue for configuration and customization requests as "**Medium**" business Priority, any code/engineering enhancements are outside the scope of Managed Service. Such requests will be submitted to the ALERT Product Management group for review and approval for the future ALERT product roadmap subject to their acceptance. ALERT does not guarantee, such requests will be added to AE product in current or future roadmap. ALERT reserves all such rights to add or deny any such product customization requests in its sole discretion.

3. PRODUCTION SUPPORT EXCLUSIONS

Problems caused by or arising from the following will not be considered "Errors" for the purposes hereof and will not be subject to ALERT's obligation to resolve:

- failure of server hardware or equipment not owned or directly controlled by ALERT.
- failure due to a third-party service provider (e.g.: cloud hosting provider, customer owned third party vendor software, homegrown applications, or third-party API licenses etc.).
- failure of telecommunications or internet hardware or equipment not owned or directly controlled by ALERT.
- failure resulting from errors made by the Customer's software administrator.
- irreversible destruction of data caused by direct actions taken by Customer.
- Force Majeure.
- errors caused by scheduled downtime (maintenance, etc.)
- regular maintenance/patching/security of the operating software, databases and other environment software in customer's cloud environment

ALERT Managed Services covers support on standard functionality of the SaaS Solution. It does not include the provision of customization advice or consulting services out of the implemented modules.

4. SaaS Solution release or upgrades

AE can upgrade/patch the SaaS Solution anytime. However, Alert TSO would notify the customer contact person in advance about the upgrade and potential downtime window. Required SaaS Solution version release notes can be found at AE community portal <https://community.alertenterprise.com/>

Additional Services/Professional Services Program:

The following general terms and conditions apply to all Professional Services Program Statements of Work under this Agreement. Additionally, the Fees are listed on an Order Schedule and the payment terms are as stated in this Agreement.

Services. The applicable Statement of Work ("SOW") describes the level of Professional Services selected by Customer. The SOW is an estimate of the effort and activities required, based on ALERT's current understanding of the project scope, objectives, internal resources, and technical environment of Customer. The project managers from ALERT and Customer will meet to review project plans and status.

The Professional Services provided hereunder will be performed on a "time and materials" basis. ALERT will document consulting efforts on an hourly basis (where a consulting day is equivalent to 8 hours), for each consultant

working on the project. The hourly rate is equivalent to the daily rate divided by 8 hours. On work days that exceed 8 hours, ALERT will bill for the additional hours.

Expenses. Expenses will include the cost of transport to the work vicinity, local lodging, local transportation, meals, and any other project-specific expenses.

Other. Customer must participate actively in the project to ensure its success. Customer will provide the full-time services of a technical (system administrator) and business resource (project manager) when an ALERT consultant is at Customer's facilities. Customer resources will take part in the development of the project solution (specific roles and effort to be determined during project planning). It is requested that Customer dedicate proper technical and project management staff to work with ALERT personnel during much of the engagement. This is intended to benefit Customer by providing sufficient knowledge transfer time during the engagement, allowing Customer staff to continue to maintain and possibly extend solutions as needed. Customer will provide adequate facilities and computing and communication resources necessary for ALERT to work productively. ALERT will require root access to allow the configuration of the system. Otherwise, the full-time presence of a system administrator employed by Customer will be required to ensure that the tasks described in the SOW can be performed in a timely manner. Customer agrees to obtain for ALERT the right to use, for the purpose of performing the Professional Services, such third party information, materials and technology, as ALERT reasonably requires, in order to perform the Professional Services. In the event Customer is unable to obtain such right or otherwise acquire such information, materials or technology, ALERT shall have the right to immediately terminate any affected SOW.

SCHEDULE 2
ORDER SCHEDULE FOR SOFTWARE AS A SERVICE AND MANAGED SERVICES

CUSTOMER:

ADDRESS: _____
CITY/STATE/ZIP: _____

STATE OF INCORPORATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

AGREEMENT TO BE RETURNED TO: _____

INTERNAL TECHNICAL _____

REPRESENTATIVE: _____

Email: _____

Email: _____

INITIAL SAAS SERVICE TERM: _____

INITIAL MANAGED SERVICES TERM: _____

Service Description:

Number of Identities:

Number of Servers:

Annual Fees:

Other Notes:

Additional third party SaaS Solution features, if any (e.g.: FedCheck), and Authorized Facilities:

ALERTENTERPRISE, INC.

CUSTOMER:

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Order Effective Date: _____

Date: _____

By executing this Order Schedule and not indicating above that a separate purchase order is required, Customer agrees that a separate purchase order is not required for this transaction.

Department: Airport Submitter: H. Dusablon

Title/Subject: Request for Authorization of Identity Management Software Suite Contract

	Approval:	Meeting Date:
☒	Board of Finance	7/17/2023
☒	City Council	7/24/2023
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/1/2023	N. Longo
Mayor's Office informed and approved memo	Yes	7/11/2023	J. Redell
Board/Commission, if required	Yes	6/7/2023	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	6/2/2023	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/2/2023	K. Clauss
CAO has reviewed budget, financing, and memo	Yes	7/11/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

MEMORANDUM

TO: Board of Finance, City Council
FROM: Brian Pine, Director, Community and Economic Development Office
CC: Mayor Miro Weinberger
Katherine Schad,
CAO Jared Pellerin, Asst. City Attorney
Sarah Russell, Special Asst. to End Homelessness
Marcella Gange Community Development Manager
RE: Authorization to accept grant funds for the operation of
the Elmwood Emergency Shelter Community – Housing
Opportunity Grant Program SFY 2024 \$1,250,257.00

Request:

The Community and Economic Development Office (“CEDO”) is requesting Board of Finance and City Council approval to accept \$1,250,257 in FY24 grant funds from the State of Vermont, Department of Children and Families Office of Economic Opportunity Housing and Opportunities Program (SoV OEO HOP) and authorization for the CEDO Director to execute all documents necessary to accept the funding. The above referenced grant will support operations and services of the Elmwood Emergency Shelter Community, an activity of the City of Burlington’s Initiative to End Homelessness.

Background:

The number of people experiencing homelessness and housing insecurity continues to be almost triple those pre-pandemic and access to emergency housing is restricted and often times far too inaccessible. Mayor Miro Weinberger launched a 10 point action plan to fulfill the promise of housing as a human right in Burlington in 2021 and on October 25th 2021, the City Council called for the use of ARPA funds to meet the needs of those experiencing homelessness.

In February 2022, the Council approved the allocation of \$2.975 million in ARPA dollars to address the issue of chronic homelessness in the City of Burlington, which included the creation of an emergency shelter community and a community resource center.

The emergency shelter commenced operations in January, 2023. The Elmwood Emergency Shelter Community offers a service enriched environment and 24 hour per

day low-barrier emergency shelter for up to 35 individuals experiencing unsheltered homelessness. The emergency shelter operations are managed by Champlain Housing Trust and Champlain Valley Office of Economic Opportunity provides essential services.

The Department for Children and Families Office of Economic Opportunity Housing Opportunity Grant Program provides funding to operate emergency overnight shelter for the State of Vermont. HOP funds provide essential services to shelter guests; provide transitional housing where appropriate; rapidly rehouse homeless individuals and families; prevent individuals and families experiencing a housing crisis from becoming homeless; implement coordinated entry to streamline client access to resources; and administer the Homeless Management Information System (HMIS).

Funding for the Elmwood Emergency Shelter Community

On February 7, 2022, the Board of Finance and City Council approved the allocation of \$2.975M in ARPA funds for the specific purpose of addressing and ameliorating homelessness in the City of Burlington including \$1.47M for the construction and operation of a new low barrier emergency shelter community. In addition, the City has now been awarded the second year of annual operating funds from the SoV OEO HOP for the operation of the Elmwood Emergency Shelter Community. City staff will continue to identify additional funding sources.

Motions

Action for Board of Finance:

To approve and recommend that the City Council approve the acceptance of SFY 2024 grant funds in the amount of \$1,250,257 from the State of Vermont Housing and Opportunities Program for the operations of the Elmwood Emergency Shelter Community and authorize the Director of CEDO to execute all contracts and documents necessary to accept the funding through the period of June 30th 2024, including retroactive approval for the period of July 1st to July 24th 2023, subject to the final review and approval of the City Attorney's Office.

Action for City Council:

To approve and the acceptance of SFY 2024 grant funds in the amount of \$1,250,257 from the State of Vermont Housing and Opportunities Program for the operations of the Elmwood Emergency Shelter Community and authorize the Director of CEDO to execute all documents and contracts necessary to accept the funding through the period of June 30th 2024, including retroactive approval for the period of July 1st to July 24th 2023, subject to the final review and approval of the City Attorney's Office.

Attachments

Email SFY24 HOP Award Notice (CEDO)
City Council ARPA Resolution 02-07-2022

Lori Olberg

From: Kisler, Ari <Ari.Kisler@vermont.gov>
Sent: Monday, July 3, 2023 1:17 PM
To: Sarah Russell
Cc: Marcella Gange; Brian Pine; Michael Monte; pdragon; Phillips, Sarah; Winters, Chris; Duquette-Hoffman, Kerri
Subject: SFY24 HOP Award Notice (CEDO)

[WARNING]: This email was sent from someone outside of the City of Burlington.

Hi Sarah,

I am pleased to let you know that the Department for Children and Families is awarding the City of Burlington's CEDO **\$1,250,257** in Housing Opportunity Grant Program (HOP) funds for SFY 2024 (7/1/2023 – 6/30/2024). For SFY24 we are moving forward with an award to CEDO for the Elmwood Shelter project, but for future cycles we will plan to directly fund the entities operating the site (currently CHT) and providing on-site services (currently CVOEO). We will work with CEDO to ensure that there continues to be shared oversight and accountability of the project, even when funds are not passed through the City.

In the coming weeks, we will process a SFY 2024 Grant Agreement which will detail the terms and requirements for this award. This will be routed for electronic approval and signature and reflect the following:

Activity	OEO-GSF
Emergency Shelter Operations	\$1,040,011.00
Emergency Shelter Essential Services	\$210,246.00
SFY24 Total	\$1,250,257.00

Please let me know if you have questions or concerns!

On behalf of all of DCF, please express our sincerest gratitude to your team for their ongoing commitment and dedication to Vermonters.

Ari Kisler (she/her)
Community Services Program Manager
Vermont Office of Economic Opportunity
802-760-9872

Resolution Relating to

REQUEST FOR 2.975M IN AMERICAN RESCUE PLAN FUNDS TO ADDRESS AND AMELIORATE HOMELESSNESS IN THE CITY OF BURLINGTON AND TO CREATE THE POSITION OF SPECIAL ASSISTANT TO END HOMELESSNESS.

RESOLUTION 6.03

Sponsor(s): Councilor(s) *Carpenter, Hightower, Magee*

Introduced: 02/07/22

Referred to: _____

Action: adopted

Date: 02/07/22

Signed by Mayor: 02/18/22

CITY OF BURLINGTON

In the year Two Thousand Twenty-Two

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

- 1 That WHEREAS, in the American Rescue Plan (ARPA) of 2021, Congress has allocated \$27.3 million to
- 2 Burlington for COVID recovery funds; and
- 3 WHEREAS, those funds have been partially dispersed to the City of Burlington in May 2021 and
- 4 September 2021; and
- 5 WHEREAS, the City has actively engaged the public so as to best understand their desires for the
- 6 investment of the ARPA funds; and
- 7 WHEREAS, the results of the City engagement has indicated that the Burlington community strongly
- 8 desire to use the expenditure of ARPA funds to address chronic homelessness and to implement solutions to
- 9 find humane housing for all; and
- 10 WHEREAS, that the action items for which the administration is seeking ARPA funding are consistent
- 11 with the City Council resolution adopted on October 25, 2021 calling for the use of ARPA funds to meet the
- 12 needs of those experiencing homelessness; and
- 13 WHEREAS, Kara Alnasrawi, Economic Recovery Director, Brian Pine, CEDO Director, and Kerin
- 14 Durfee, Human Resources Director , have outlined a plan of action by the City to address the issue of chronic
- 15 homelessness through the expenditure and use of ARPA funds per the attached memo; and
- 16 WHEREAS, as part of the plan of action to end homelessness, the position of “Special Assistant to
- 17 End Homelessness” is proposed. This position will oversee, coordinate, manage and implement CEDO-led
- 18 initiatives to end homelessness, as well as support homeless families and individuals throughout the
- 19 community;
- 20 NOW, THEREFORE, BE IT RESOLVED that to carry out the action plan intended to address the
- 21 issue of chronic homelessness in Burlington, as outlined in the attached memo, the City Council approves the
- 22 allocation of \$2.975M in ARPA funds, subject to the approval of expenditures by the CAO and pursuant to the
- 23 City’s spending policies; and

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

* * * * *

Page 2

Resolution Relating to REQUEST FOR 2.975M IN AMERICAN RESCUE PLAN FUNDS TO ADDRESS AND AMELIORATE HOMELESSNESS IN THE CITY OF BURLINGTON AND TO CREATE THE POSITION OF SPECIAL ASSISTANT TO END HOMELESSNESS.

24 BE IT FURTHER RESOLVED, that the City Council approve and authorize the creation of the
25 Special Assistant to End Homelessness, a Regular, Full-Time, Exempt, Non-Union, Grade 21 role in the
26 Community and Economic Development Office.

27

28

29 TM/KA/Resolutions 2022/REQUEST FOR 2.975M IN AMERICAN RESCUE PLAN FUNDS TO ADDRESS AND AMELIORATE
30 HOMELESSNESS IN THE CITY OF BURLINGTON AND TO CREATE THE POSITION OF SPECIAL ASSISTANT TO END
31 HOMELESSNESS

32 2/3/2022

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

HR
CEDO Director Pine

ORIGINAL

RESOLUTION RELATING TO

Request For 2.975M In American Rescue Plan Funds To Address And Ameliorate
Homelessness In The City Of Burlington And To Create The Position Of Special
Assistant To End Homelessness

Adopted by the City Council

February 7, 2022

Clerk

Approved February 16, 2022

Mayor

Attest:

Lori Olberg

Licensing, Voting and Records Coordinator

Vol.

Page

* * * * *

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Sarah Russell

Title/Subject: Communication Acceptance of SoV HOP grant FY24 Elmwood Emergency Shelter

	Approval:	Meeting Date:
☒	Board of Finance	7/17/2023
☒	City Council	7/24/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/11/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	7/12/2023	Click or tap here to enter text.
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		Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/12/2023	JP
CAO has reviewed budget, financing, and memo	Yes	7/12/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	No	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

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www.burlingtonvt.gov/cedo

MEMORANDUM

TO: Mayor Miro Weinberger
Board of Finance
City Council

FROM: Brian Pine, Director CEDO

CC: Marcella Gange, Community Development Manager, CEDO
Todd Rawlings, Assistant Director, Grants & Finance Community & Economic Development Office (CEDO)
Sarah Russell, Special Asst to End Homelessness
Jared Pellerin, Assistant City Attorney, City Attorney's Office

RE: **Approval to accept Planning Grant Continuum of Care VT-501 & Permanent Supportive Housing Grant Agreements in FY24**
VT0030L1T012213 - \$306,080 Shelter Plus Care - New Horizons, September 1, 2023
VT0053L1T012207 - \$248,364 Beacon Place Apartments, September 1, 2023
CoC Planning Grant VT-501 \$32,776, January 1st 2024

Summary

This communication seeks Board of Finance and City Council approval to accept approximately \$600,000 across two separate Continuum of Care (CoC) Permanent Supportive Housing (PSH) Grants and the Continuum of Care (CoC) VT-501 Planning Grant from the U.S. Department of Housing and Urban Development (HUD) and to authorize the CEDO Director to sign contracts and any necessary documents related to accepting these funds. The above referenced grants will continue to support the City and Continuum of Care efforts by utilizing federal funding to support housing for those in our community with a disabling condition and who are experiencing chronic homelessness, as well as to provide for coordination and planning support to the activities of the Continuum of Care.

Background

Permanent supportive housing pairs long-term tenant-based rental assistance in permanent housing with case management and supportive services to address the needs of people with a disabling condition who are currently experiencing chronic homelessness. The services are designed to build independent living and tenancy skills and connect people with community-based health care, treatment, and employment services. In addition to ending homelessness for people experiencing chronic homelessness, research has demonstrated that permanent supportive housing can also increase housing stability and improve health.

A cost-effective solution, permanent supportive housing has been shown to lower public costs associated with the use of crisis services such as shelters, hospitals, and the judicial system.

Chittenden County accesses funding for PSH grants through the Chittenden CoC as part of its commitment to making homelessness rare and brief. The two CoC PSH grants for these funds were assumed for administration by the City of Burlington and are operated in partnership with Burlington Housing Authority (BHA) and with Community Health Centers of Burlington - Safe Harbor and Pathways Vermont, as service providers. As the Collaborative Applicant for the Burlington/Chittenden CoC, CEDO, City of Burlington has administered the Planning Grant funds since 2014. The Planning Grant funds serve to assist the CoC to carry out a number of responsibilities including coordination, planning, and conducting of the annual Point in Time count, as well as drafting the application, reporting, and monitoring of funds awarded by HUD to the CoC.

Recommended Actions by the City

It is recommended that CEDO continue the administration of these grants in order to maintain this important funding that brings a combined value of approximately \$600,000 and leverages a total value of \$750,000. Without these grants, the City would lose important funding to provide services and rental assistance for individuals with a history of homelessness and disability, severe mental illness, substance use, or medical vulnerability. Furthermore, these grants have joint goals of increased housing and economic stability.

Required Resources to be Committed

Administration of the PSH grants will require at least a 0.1 FTE CEDO staff. The staff time should be fully grant funded. This will almost certainly be accomplished by FY25, but for FY24 there is a possibility that ongoing General Funds will be needed to supplement the costs to administer and oversee the program to ensure all costs are eligible for reimbursement. The responsibilities to oversee these grants are currently integrated and budgeted into the Senior Community Development Manager – Homelessness role.

Administering the PSH grants gives the City the opportunity to engage more fully, with allocated staff time, on homelessness and housing response. It complements CEDO's current work as Collaborative Applicant with the CoC and allows CEDO to support coherent homelessness and housing response at a time of great increase in the number of community members experiencing homelessness. Staff time for administering the CoC Planning Grant is funded by the grant.

Requested Actions:

Board of Finance: Move to approve and recommend that the City Council approve the acceptance of three U.S. Dept. of Housing and Urban Development Continuum of Care grants (**VT0030L1T012213, VT0053L1T012207, CoC Planning Grant VT-501**) to begin in FY24 and authorize the Director of CEDO to execute all documents necessary to accept the total funding of approximately \$600,000 from HUD, subject to the review and approval of the City Attorney's Office.

City Council: Move to approve the acceptance of three U.S. Dept. of Housing and Urban Development Continuum of Care grants (**VT0030L1T012213, VT0053L1T012207, CoC Planning Grant VT-501**) to begin in FY24 and authorize the Director of CEDO to execute all documents necessary to accept the total funding of approximately \$600,000 from HUD, subject to the review and approval of the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Marcella Gange

Title/Subject: Communication Acceptance Grants HUD CoC PSH and PG FY24

	Approval:	Meeting Date:
☒	Board of Finance	7/17/2023
☒	City Council	7/24/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/11/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	7/13/2023	Click or tap here to enter text.
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	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/11/2023	JP
CAO has reviewed budget, financing, and memo	Yes	7/13/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	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.



**POLICE DEPARTMENT
CITY OF BURLINGTON**

TO: Board of Finance and City Council
FROM: Chief of Police Jon Murad
Kerin Durfee, Director of Human Resources
DATE: July 12, 2023
RE: Creation of Executive Manager for the Police Department

Executive Summary:

The Burlington Police Department (BPD) seeks to create an Executive Manager for the Police Department. We propose the following:

- Creation of Executive Manager for the Police Department, a Regular, Full-time, Exempt, Non-Union, Grade 21 position.

Background for Executive Manager:

The BPD is in the midst of significant transformation. The volume of change requires a new position that can guide this growth. It is envisioned that the position would:

- a) Administratively and managerially support the Chief of Police, the Deputy Chief of Administration, the Deputy Chief of Operations, and the Assistant Director of CAIP, in the manner of a Chief of Staff;
- b) Manage the BPD's cooperation with the Police Commission;
- c) Lead the directive reviews and project management and project implementation associated with the CNA report;
- d) Oversee the Public Information Officer & Community Engagement Coordinator and, through that position, the Redaction Specialist;
- e) Oversee the Budget Manager and, through that position, the Inventory Control Specialist and Fire / Police Accountant;
- f) Oversee the Executive Assistant
- g) Work with the Queen City Police Foundation and organize the projects the QCPF conceives and underwrites, including police memorials, award ceremonies, and other events;
- h) Address a myriad of other accumulated duties, including but not limited to responsibilities for answering and/or applying for and/or administering various RFPs and grants; and

- i) Manage and implement the plans and assignments from a variety of assessments and resolutions, including those of the City Council or its various committees.

The Mayor announced his support to hire a Project Manager as part of the BPD’s Rebuilding Strategy in August 2022, with an emphasis on executing and implementing the recommendations of the CNA report. In January 2023, he again described the role while articulating “[Next Steps for Advancing Burlington Public Safety Priorities](#),” in a section labeled “continue making progress on 21st Century Policing reforms”:

Increasing department capacity for implementing reforms and new policies including CNA recommendations. The BPD will create a new civilian Project Manager position to assist the Chief on advancing a range of initiatives and directives. In the first year, much of this new capacity will be dedicated to implementing the work plan that has been agreed upon between Chief Murad, the Police Commission and the City Council Public Safety Committee for implementing outstanding items from the CNA report.

This implementation will be an ongoing process and take several years to complete. The position will take on the duties of a Project Manager and absorb the need to hire an additional staff person for project management needs. A key recommendation of the CNA report was that the BPD needed to articulate its strategic goals; this position includes duties to fulfill that recommendation.

Furthermore, the BPD will lose its current Business Manager to retirement in September 2023, after a 47-year tenure. The Executive Manager will help ensure proper knowledge transfer from the current Business Manager to her (as-yet-unhired) successor. The Executive Manager will also maintain continuity of operations on the business, contracts, and accounting side of the BPD during the search for and transition to that successor.

Financial Impact:

Position	Proposed Grade	FY24 Salary
Executive Manager for the Police Department	21	\$83,957.24

This position has already been included in the FY24 budget. It was called a “Project Manager” in that budget, and initially estimated to be a Grade 18. A more thorough review by H/R and committee resulted in it’s being graded at Grade 21. For the FY24 budget, the \$16,093 difference (Grade 21 \$83,957 minus Grade 18 \$67,854) will be funded by attrition. Additionally, it is anticipated that there may be other savings because the BPD’s Executive Assistant position may be reduced in grade to align it with other, similar City positions.

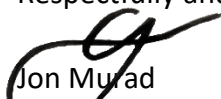
Board of Finance Motion:

To approve and recommend that the City Council approves the creation of the position of Executive Manager for the Police Department, a Regular, Full-time, Exempt, Non-Union, Grade 21 position.

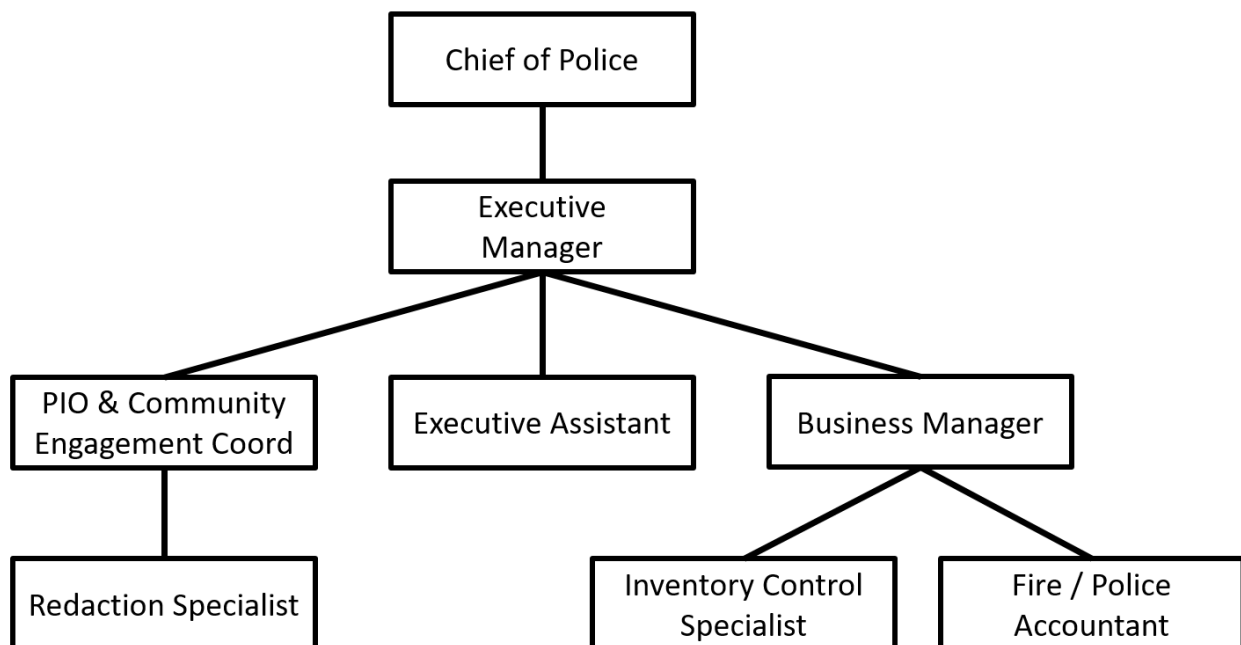
City Council Motion:

To approve the creation of the position of the Executive Manager for the Police Department, a Regular, Full-time, Exempt, Non-Union Grade 21 position.

Respectfully and sincerely,


Jon Murad
Chief of Police

APPENDIX 1



###

City of Burlington Job Description

Position Title: Executive Manager for the Police Department

Department: Burlington Police Department

Reports to: Chief of Police

Pay Grade: 21

Job Code: TBD

Exempt/Non-Exempt: Exempt

Union: n/a

General Purpose: This position is responsible for providing executive-level project management for the Burlington Police Department and the Chief of Police, and serves as a professional (non-sworn) member of the command staff. The Executive Manager provides project management services including identifying, planning, researching, organizing, managing, coordinating, and executing projects designed to improve the BPD and the way it serves the people of Burlington. The Executive Manager also ensures effective achievement of the BPD's strategic goals, and helps to maintain the efficiency of the department. This includes conducting confidential inquiries on internal matters on the Chief's behalf. The Executive Manager administers the office of the Chief of Police, and manages department workflows, including the prioritization and distribution of tasks. The Executive Manager oversees the Business Manager and the Business Manager's direct reports; the Public Information & Community Engagement Coordinator and that position's direct report; and the Executive Assistant. The Executive Manager demands a deep knowledge of the BPD's policing operations and Burlington's crime and quality-of-life conditions, and the Executive Manager assists in the development of the BPD's responses to those conditions. Accordingly, the Executive Manager must have intimate knowledge of the city's communities and constituencies.

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

Business and Project Management

- Facilitate the strategic planning of the department with the Chief of Police and Command Staff. For new policies and/or activities or initiatives resulting from such planning, conduct research and provide advice on the implementation of plans and the impact of plans to day-to-day operations and long-term goals.
- Manage relationships with stakeholders, City Councilors, Committees, Commissions, other City departments on those strategic goals.

- Supervise the Business Manager and, through that position, the Business Manager's direct reports (the Inventory Control Specialist and the Fire/Police Accountant).
- Supervise the Public Information & Community Engagement Coordinator and, through that position, the Redaction Specialist.
- Supervise the Executive Assistant to command staff
- Set priorities and plan workload to meet deadlines and achieve department objectives. Distribute/delegate responsibilities and critical tasks amongst staff.
- Track the status of projects, provide coordination, identify areas of concern, and lead meetings or other activities necessary to maintain project schedules.
- Assess the workflow of the department. Recommend and implement organizational changes and process improvements, with a focus on supporting staff growth, increasing efficiency, and consistently delivering services to the public.
- Develop, maintain, analyze, report and problem solve on a variety of BPD information, including, but not limited to, personnel, financial information, operating statistics, etc requiring the exercise of discretion, independent judgment, and with no supervision.
- Research, draft, post, and manage any department RFPs. Coordinate pending contracts, timelines, implementation, deadlines, and final deliverables.
- Provide monitoring of strategies, plans and policies as they relate to the administration of BPD.
- Maintain and update Burlington Police Department's Website and Intranet sites.
- Compile information for narrative, fiscal and statistical reports, determine appropriate report format. May contact officials, City employees or other agencies to secure data.
- Manage and assist in the implementation of selected projects and innovations on behalf of the chief of police.
- Answer questions relating to researching information and relaying explanations of laws, policies, and procedures; refer matters requiring policy decisions.
- Help with the creation of the police department's Annual Report
- Responsible for department policy and directive review, edits, and revisions. Work collaboratively with all stakeholders to include the City, the Police Commission, and affected labor unions on revisions and new policy.

Executive Support to the Command Staff

- In the manner of a Chief of Staff, facilitate the day-to-day activities of the Police Department's Command Staff through frequent interaction with all City organizational levels, the public, other law enforcement agencies, vendors and others, both in person, and via email and telephone.
- Act as the liaison between the Chief of Police and department staff, and between the Chief of Police and the public and state and federal offices.
- Attend Board, Commission, and Committee meetings, as needed, on items regarding the Department.

- Prioritize, organize, and delegate a variety of administrative tasks; practices and policies, and general department procedures.
- Maintain confidential information regarding departmental matters, including union negotiations; record actions to be taken on sensitive matters; release information to authorize parties, attorneys or the press.
- Process authorizations to release personnel files or records for employment matters, inquiries, or employment verifications.
- Maintain up-to-date job descriptions for all BPD's positions, update organizational chart, and coordinate HR documents for signature.
- Work closely with the Chief of Police to keep the Chief well informed of and prepared for upcoming commitments and responsibilities. Capture outcomes and next steps and facilitate follow-up.
- Coordinate with the Public Information Officer on statements to print, radio and television media as the chief's designated spokesperson. Oversee the preparation and distribution of press releases and informational documents to the press and public with the Public Information Officer.
- Gather facts and information about police incidents of importance to the city and the department and prepare informational briefings about these matters as needed.
- Work closely with crime and intelligence analysts, investigators and police supervisors to ascertain information about critical incidents for the purpose of briefing the chief and the command staff.
- Oversee execution of Department functions and events.
- Respond to public requests for information, resolve complaints, inaccuracies in documentation, or other situations requiring diplomacy and tact.
- Be the principal liaison between the Department and the Queen City Police Foundation, assisting in its operations and coordinating the efforts of the Foundation with the strategic plan of the Department.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications / Basic Job Requirements:

- Completion of Bachelor's Degree and two years' experience preferred; or an Associate's Degree and three years' experience; or a high school diploma or equivalent and five years' experience in an office environment as an Executive Administrator required.
- Must maintain strict confidentiality with extremely sensitive material.
- Demonstrated knowledge of BPD policies, procedures, and legal requirements required.
- Ability to manage and implement complex police administration projects.
- Ability to issue accurate and concise statements in written and oral form to the press and the public.

- Ability to learn specific laws, ordinances, codes and regulations applicable to the operations of the police department.
- Ability to research records pertaining to City Council and other documents related to City business.
- Demonstrated advanced working knowledge of multiple software office products, including Microsoft word and excel, access, Power point and specifically Dreamweaver preferred.
- Ability to plan, develop and implement office procedures and make decisions on priority and scheduling of work.
- Must have a high level of personal creativity, initiative, and enthusiasm.
- Ability to work in a team environment, while also being self-directed and have highly developed interpersonal skills.
- 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.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to adapt to changing job duties and be able to multi-task.
- Ability to assume administrative responsibility and carry out tasks with minimal instruction.
- Ability to plan, organize and coordinate workload.
- Ability to display excellent verbal and written communication skills.
- Ability to interact well with the public.
- Ability to be flexible, a problem-solver and critical thinker.
- Ability to work evenings, weekends, special events, and holidays as required.
- Upon conditional offer of employment, candidate must successfully complete a criminal-history background check and meet the requirements for having access to Criminal Justice Information Systems.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move distances	☒ lifting (specify)
☒ color perception	within and between	10_ pounds
(red, green, amber)	warehouses/offices	☒ carrying (specify)

☒ hearing/listening	☐ climbing	☐ 10 pounds
☒ clear speech	☐ ability to mount and	☒ driving (local/over
☒ touching	dismount forklift/truck	the road)
☒ dexterity	☐ pushing/pulling	
☒ hand		
☒ finger		
☒ reading - basic	☒ math skills - basic	☐ analysis/comprehension
☒ reading - complex	☐ math skills - complex	☒ judgment/decision
☐ writing - basic	☒ clerical	making
☒ writing - complex		
☐ shift work	☐ outside	☐ pressurized equipment
☐ works alone	☐ extreme heat	☐ moving objects
☒ works with others	☐ extreme cold	☐ high places
☒ verbal contact w/others	☐ noise	☐ fumes/odors
☒ face-to-face contact	☐ mechanical equipment	☐ hazardous materials
☐ inside	☐ electrical equipment	☐ dirt/dust

Supervision:

Directly Supervises: 3

Indirectly Supervises: 3

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

###

Board of Finance and City Council Submission ChecklistDepartment: Police Submitter: Chief of Police Jon MuradTitle/Subject: Creation of Executive Manager for the Police Department

	Approval:	Meeting Date:
☒	Board of Finance	7/17/2023
☒	City Council	7/24/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/11/2023	Chief Murad
Mayor's Office informed and approved memo	Yes	7/11/2023	Chief of Staff Redell
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	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/12/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	7/11/2023	CAO Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	7/11/2023	H/R Dir Durfee
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	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.

MEMO

Date: July 17, 2023

To: Board of Finance and City Council

From: Kim Bleakley, Central Facilities Manager, Department of Parks, Recreation & Waterfront

CC: Cindi Wight, Director; Deryk Roach, Parks and Central Facilities Superintendent

Re: City Hall Elevator Modernization

I. Purpose

This memo seeks approval to execute all necessary contracts and budget approvals to modernize the elevator in City Hall. It is critical to modernize the elevator to ensure is safety and functionality for both Burlingtonians and visitors who need help with accessibility. Elevator modernization consists of updating the supporting machinery and controls to provide safe and efficient transportation throughout the facility levels.

II. Background

This work will improve reliability and significantly reduce the chance of the elevator system breaking down. From a safety standpoint, this work is essential to safeguard passengers in the facility.

The following are the specifics of what will be upgraded:

- Electrical Controller
- Submersible Pump Unit
- Hydraulic Piping
- Electrical Wiring
- LED Call Buttons
- Door Operators and Tracks
- Elevator Cab Interior

III. PROCESS

In March 2023, the City posted a public RFP and invited local elevator companies to bid on this project to modernize the elevator in City Hall. We received two qualified bids and selected Mack Brothers Elevator LLC based on their low bid and Vermont ties. Please note the following dates associated with the RFP:

Date of Issuance: March 15, 2023

Site Visit: By Appointment

Questions Due: March 28, 2023 12:00 PM

Answers Posted: March 30, 2023 12:00 PM

Proposal Due Date: April 6, 2023 12:00 PM



IV. PROJECT FUNDING SOURCES, BUDGET AND ESTIMATES

Funding for this project is coming from Facilities Capital for City Hall Elevator Modernization as shown in the FY '23 budget. This budget was approved by the Capital Committee prior to the budget being approved by City Council.

Funding Sources & Budget	
Facilities Capital	\$180,000.00
Total Budget	\$180,000.00
Contractor bid	\$135,609.35
~10% Contingency (on above items)	\$13,560.00
Total Project Estimate	\$149,169.35

The contingency on the bid amount above is intended to cover any unanticipated costs that may come up as part of the installation.

V. SCHEDULE

The anticipated project schedule is as follows:

- March 2023: RFP issued for Elevator Modernization project
- July 2023: Board of Finance and City Council approvals
- July 2023: Contract signed
- Start of construction TBD based on the availability of materials and working around best City Hall coordination – This will include coordination, notification and signage for employees, the public and any public meetings. Regarding public meetings, we have options to schedule around a month or more without public meetings, or work with the City team to appropriately move the meetings to a different location, or hold them online.

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the execution of a contract with Mack Brothers Elevator LLC, for a price not to exceed \$135,609.45, to provide services related to the modernization of City Hall's elevator, plus a project contingency of \$13,560.00 (total request including contingency not to exceed \$149,169.45), and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

City Council Motion:



To approve and authorize the execution of a contract with Mack Brothers Elevator LLC, for a price not to exceed \$135,609.45, to provide services related to the modernization of City Hall's elevator, plus a project contingency of \$13,560.00 (total request including contingency not to exceed \$149,169.45), and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Department: BPRW Submitter: Kim Bleakley

Title/Subject: City Hall Elevator Modernization

	Approval:	Meeting Date:
☒	Board of Finance	7/17/2023
☒	City Council	7/24/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/7/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	7/12/2023	Click or tap here to enter text.
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/11/2023	Kyle
CAO has reviewed budget, financing, and memo	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

MEMO

Date: July 17, 2023

To: Board of Finance and City Council

From: Kim Bleakley, Central Facilities Manager, Department of Parks, Recreation & Waterfront

CC: Cindi Wight, Director; Deryk Roach, Parks and Central Facilities Superintendent

Re: City Hall Exterior Restoration

I. Purpose

This memo seeks approval to execute all necessary contracts and budget approvals to restore the exterior of City Hall.

II. Background

City Hall is a historic building designed by McKim, Mead & White. It is currently in need of exterior restoration to make sure that any lead paint dangers are mitigated for employees and the public, and to have our downtown jewel box be a proud, beautiful building in Burlington.

The work will meet the Secretary of Interior's Standards for the Treatment of Historic Properties, with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings. This project will include exterior painting, restoring damaged window glazing, applying one coat of gold leaf to cupola, restoring wrought iron railing and window coverings, exterior wood door repairs, restoring in place third floor arched windows and an additional five-year maintenance contract.

III. PROCESS

In May 2023, the City publicly posted an RFP and invited local contractors to bid on the exterior restoration project. We received one bid from a South Burlington contractor who has done other projects for the City, Heritage Environmental Projects, Inc. Please note the following dates regarding the RFP for this project:

Date of Issuance: May 7, 2023

Questions Due: May 19, 2023 12:00 PM

Answers Posted: May 22, 2023 12:00 PM

Proposal Due Date: May 26, 2023 12:00 PM

IV. PROJECT FUNDING SOURCES, BUDGET AND ESTIMATES

Funding for this project comes from Facilities Capital and was approved as part of the FY '23 budget. The Capital Committee approved this budget in 2022, prior to the City Council approving the budget.

Funding Sources & Budget	
Facilities Capital	\$192,500.00
Total Budget	\$192,500.00
Contractor bid	\$128,870.00



~10% Contingency (on above items)	\$12,887.00
Total Project Estimate	\$141,757.00

The contingency on the bid amount above is intended to cover any unanticipated costs that may come up as part of the restoration.

V. SCHEDULE

The anticipated project schedule is as follows:

- May 2023: RFP issued for the exterior restoration of City Hall
- July 2023: Board of Finance and City Council approvals
- July 2023: Contract signed
- Late Summer 2023: Estimated construction begins

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council authorize the execution of a contract with Heritage Environmental Projects, Inc., for a price not to exceed \$128,870.00, to complete exterior restoration at City Hall, plus a project contingency of \$12,887.00 (total request including contingency not to exceed \$141,757.00), and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

City Council Motion:

To approve and authorize the execution of a contract with Heritage Environmental Projects, Inc., for a price not to exceed \$128,870.00 to complete exterior restoration at City Hall, plus a project contingency of \$12,887.00 (total request including contingency not to exceed \$141,757.00), and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Department: BPRW Submitter: Kim Bleakley

Title/Subject: City Hall Exterior Restoration

	Approval:	Meeting Date:
☒	Board of Finance	7/17/2023
☒	City Council	7/24/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/7/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	7/12/2023	Click or tap here to enter text.
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/11/2023	Kyle
CAO has reviewed budget, financing, and memo	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

MEMO

Date: July 17, 2023

To: Board of Finance and City Council

From: Kim Bleakley, Central Facilities Manager, Department of Parks, Recreation & Waterfront

CC: Cindi Wight, Director; Deryk Roach, Parks and Central Facilities Superintendent

Re: Replacement Remote Sump Tank for City Hall

I. Purpose

This memo seeks approval to execute all necessary contracts and budget approvals to replace the remote sump tank in City Hall.

II. Project Background

The City has a remote sump tank in the basement of City Hall. This tank is in place as part of the evaporative cooling system in the building. It is at end of life, to the point where it is getting pinholes in the tank material. Because of this, it must be replaced immediately before further deteriorating causes a flood in the basement. Should we have a flood, this is a potential for significant damage, including the possibility of needing to shut down the building for a short period.

In March 2023, BPRW publicly posted an RFP to work with an Energy Performance Contractor (EPC) for City buildings. Energy Performance Contractors improve occupant comfort and productivity, reduce energy consumption and operating costs, and increase property value through renovation. An EPC will help the City to design and implement upgrades to bring City buildings as close as possible to Net Zero Energy within the constraints of building structure, age and budget.

BPRW received one complete proposal and reviewed it for value, experience, qualifications and completeness. Energy Efficient Investments (EEI), as the only proposal received, met all requirements. We know that this proposal cost is reasonable because EEI leverages their internal resources, engineers and city-preferred contractors to put together a comprehensive and cost effective solution to each project they address. Unless hazardous materials or severe existing code issues are uncovered during construction, EEI does not request additional funds to complete the project, such as reasonable change orders. The local EEI team uses their considerable HVAC and construction experience to ensure the entire covered, the costs are controlled, and a turn-key system is delivered upon completion. In addition, their pricing is "open book" in that they will show exactly how we arrived at the proposed project cost, including providing copies of subcontractor proposals.

III. EPC Process

As noted above, the City is collaborating with an Energy Performance Contractor for future energy efficiency and systems projects in our buildings. This collaboration will help us to upgrade our



facilities by finding energy savings that pay in part or in full for the cost of the upgrades over time. These projects will be done on a turnkey basis, making our spending more efficient.

The goal of partnering with an EPC is to develop an energy efficient roadmap for City buildings. Our City staff may then move forward with the EPC on select projects to implement. Any selected project will require its own contract and cost estimate, which will then be reviewed and approved by our Board of Finance and City Council.



Regarding the RFP process for our EPC, the following dates should be noted:

Issued: March 15, 2023

Questions Due: March 22, 2023 12:00 PM

Post Answers: March 27, 2023 12:00 PM

Due: April 3, 2023



IV. PROJECT FUNDING SOURCES, BUDGET AND ESTIMATES

Funding for this project is coming from Facilities Capital for City Hall HVAC Mechanical Upgrades as shown in the FY '23 budget. This budget was approved by the Capital Committee prior to the budget being approved by City Council. The balance of this project will be paid from the Facilities Contingency FY '24 budget, which was approved by the Capital Committee prior to being approved by City Council.

Funding Sources & Budget	
Facilities Capital	\$140,000.00
Facilities Contingency	\$60,928.00
Total Budget	\$182,662.00
Contractor bid	\$182,662.00
~10% Contingency (on above items)	\$18,266.00
Total Project Estimate	\$200,928.00

The contingency on the bid amount above is intended to cover any unanticipated costs that may come up as part of the installation.

V. SCHEDULE

The anticipated project schedule is as follows:

- March 2023: RFP issued for Energy Performance Contracting services
- July 2023: Board of Finance and City Council approvals
- July 2023: Contract signed
- September 2023: Estimated construction begins

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the execution of a contract with Energy Efficient Investments, Inc., for a price not to exceed \$182,662.00, to replace the remote sump tank in City Hall, plus a project contingency of \$18,662.00 (total request including contingency not to exceed \$200,928.00), and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office.



City Council Motion:

To approve and authorize the execution of a contract with Energy Efficient Investments, Inc., for a price not to exceed \$182,662.00, to replace the remote sump tank in City Hall, plus a project contingency of \$18,662.00 (total request including contingency not to exceed \$200,928.00), and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

Board of Finance and City Council Submission ChecklistDepartment: BPRW Submitter: Kim BleakleyTitle/Subject: Replacement Sump Tank in City Hall

	Approval:	Meeting Date:
☒	Board of Finance	7/17/2023
☒	City Council	7/24/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/7/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	7/12/2023	Click or tap here to enter text.
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/11/2023	Kyle
CAO has reviewed budget, financing, and memo	Yes	7/13/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

MEMO

Date: July 17, 2023

To: Board of Finance and City Council

From: Kim Bleakley, Central Facilities Manager, Department of Parks, Recreation & Waterfront

CC: Cindi Wight, Director; Deryk Roach, Parks and Central Facilities Superintendent

Re: Exterior Temporary Fencing for Memorial Auditorium

I. Purpose

This memo seeks approval to execute all necessary contracts and budget approvals to furnish and install exterior temporary fencing around Memorial Auditorium.

II. Background

The Department of Parks, Recreation & Waterfront (BPRW), along with the Department of Community and Economic Development Office (CEDO) have been collaborating to stabilize Memorial Auditorium after the December 2022 public bond vote authorizing up to \$1M in expenses for this purpose. In February 2023, the Board of Finance approved structural roof work to be completed on the building. The next step of this stabilization is to have exterior temporary fencing installed around the building. This will provide a barrier around the building should any debris fall off of the building, keeping people safe around the exterior.

III. PROCESS

In fall 2022, CEDO hired a local engineer to produce specifications and drawings for this project. With this information, in March 2023, BPRW posted and invited local businesses to bid on an RFP to furnish and install exterior temporary fencing around the building. We had one contractor bid on this project, and are recommending that the City award the contract to the bidder, Waterman Siteworks, LLC. We are confident in our bidding process to make sure that all interested qualified bidders were able to engage. This same contractor has also been awarded similar City projects, per RFP guidelines in the last three years.

Please note the following dates associated with the RFP for this project:

Date of Issuance: March 24, 2023

Site Visit: By Appointment

Questions Due: March 30, 2023 12:00 PM

Answers Posted: March 31, 2023 12:00 PM

Proposal Due Date: April 3, 2023 12:00 PM

IV. PROJECT FUNDING SOURCES, BUDGET AND ESTIMATES

Funding for this project comes from Facilities Capital, as shown in Central Facilities FY '23 and FY '24 budgets.



Funding Sources & Budget	
Memorial Project Capital	\$813,371.53
Total Budget	\$131,725.00
Contractor bid	\$119,750.00
~10% Contingency (on above items)	\$11,975.00
Total Project Estimate	\$131,725.00

The contingency on the bid amount above is intended to cover any unanticipated costs that may come up as part of the restoration.

V. SCHEDULE

The anticipated project schedule is as follows:

- March 2023: RFP issued for the exterior temporary fencing around Memorial Auditorium
- July 2023: Board of Finance and City Council approvals
- July 2023: Contract signed
- Late Summer / Early Fall 2023: Estimated construction begins

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council authorize the execution of a contract with Waterman Siteworks, LLC, for a price not to exceed \$119,750.00, to complete exterior temporary fencing at Memorial Auditorium, plus a project contingency of \$11,975.00 (total request including contingency not to exceed \$131,725.00), and to authorize Cindi Wight, Director of Parks, Recreation and Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

City Council Motion:

To approve and authorize the execution of a contract with Waterman Siteworks, LLC, for a price not to exceed \$119.750.00, to complete exterior temporary fencing at Memorial Auditorium, plus a project contingency of \$11,975.00 (total request including contingency not to exceed \$131,725.00), and to authorize Cindi Wight, Director of Parks, Recreation and Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Department: BPRW Submitter: Kim Bleakley

Title/Subject: Memorial Fencing

	Approval:	Meeting Date:
☒	Board of Finance	7/17/2023
☒	City Council	7/24/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/3/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	7/12/2023	Click or tap here to enter text.
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/11/2023	Kyle
CAO has reviewed budget, financing, and memo	Yes	7/13/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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