Board of Finance Meeting - Monday, October 2, 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: 989 5103 3609

****CCTV link: https://www.youtube.com/playlist?list=PLljLFn4BZd2PwCge7lNoKug676jIf_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	October 2, 2023 - Board of Finance Meeting - Monday, October 2, 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 as follows: add to the agenda item 4.5. Request for Approval of Contract for Emergency Winooski River Siphon Repair Work - DPW - Water Resources

2. Public Forum

Subject	**2.1. Verbal Comments**
Meeting	October 2, 2023 - Board of Finance Meeting - Monday, October 2, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	2. Public Forum
Department	Council and Board
Type	Action Information Procedural

3. Consent Agenda

Subject	**3.1. Motion to adopt the consent agenda and take the actions indicated**
Meeting	October 2, 2023 - Board of Finance Meeting - Monday, October 2, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated
Subject	**3.2. September 18, 2023 Board of Finance Minutes, Draft**
Meeting	October 2, 2023 - Board of Finance Meeting - Monday, October 2, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	approve the minutes
Subject	**3.3. Summary of Proposal for Myers Trash Hauling Services - CT**
Meeting	October 2, 2023 - Board of Finance Meeting - Monday, October 2, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	move to approve and recommend that the City Council authorize the Chief Administrative Officer, to execute a 2 year agreement with retroactive approval to June 1, 2023, with the option to also renew year 3 & 4 with Myers Trash Hauling, for the purposes of monthly trash hauling within the City of Burlington, at a rate of $14,932.93 a month and an additional on-call charge of $155 per haul and $150 per ton for trash compactor pick up, upon final review and approval of the City Attorney’s Office
Subject	**3.4. BED FEMA Grant for December 2022 winter storm damages - BED**
Meeting	October 2, 2023 - Board of Finance Meeting - Monday, October 2, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Burlington Electric Department

Type	Action (Consent)
Recommended Action	move to approve and authorize the BED General Manager or their designee, subject to final review and approval by the City Attorney's Office, to accept and execute grant agreements for the State of Vermont Public Assistance Grant (Grant #: 02140-84695-003) in the amount of $11,299.78 to reimburse BED for 75% of its debris removal and damage repair expenses resulting from the December 2022 winter storm
Subject	**3.5. BED 2023 Vermont Work-Based Learning & Training Program Grant - BED**
Meeting	October 2, 2023 - Board of Finance Meeting - Monday, October 2, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent)
Recommended Action	move to approve and authorize the BED General Manager or their designee, subject to final review and approval by the City Attorney's Office, to accept and execute grant agreements for the 2023 Vermont Work-Based Learning & Training Program Grant in the amount of $6,760 to fund two internships in BED's Information Services department during FY 2024

4. For Approval and Recommendation to the City Council

Subject	**4.1. Fire Station Two Dormitory Renovation - BPRW**
Meeting	October 2, 2023 - Board of Finance Meeting - Monday, October 2, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Parks, Recreation, & Waterfront
Type	Action
Recommended Action	1. To approve and recommend that the City Council authorize all necessary budget amendments to create a Project budget of $358,414 for the Fire Station 2 Project; and 2. To approve and recommend that the City Council authorize the execution of a contract with Farrington Construction, for a price not to exceed $326,414, to provide services related to the renovation of the dormitory in Fire Station Two, plus a project contingency of $32,000 (total request including contingency not to exceed $358,414), 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	**4.2. Balanced and Restorative Justice amendment (contract 45100) approval - CEDO/CJC**
Meeting	October 2, 2023 - Board of Finance Meeting - Monday, October 2, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Community & Economic Development Office (CEDO)

Type	Action
Recommended Action	move to approve and recommend that City Council approve and authorize Director Pine to accept the DCF State Grant amendment #45100 in the amount of $311,061.40 for the period of Jan. 1, 2023-June 30, 2024, upon final review and approval of the City Attorney's Office
Subject	**4.3. FEMA Hazard Mitigation Grant Project, 389 Riverside Avenue - DPI**
Meeting	October 2, 2023 - Board of Finance Meeting - Monday, October 2, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Permitting & Inspections
Type	Action
Recommended Action	1. To approve and recommend that the City Council approve a budget neutral amendment to the FY '24 Department of Permitting & Inspections budget to include the FEMA Hazard Mitigation Grant Program monies in the amount of $457,430 as described in the affiliated memorandum. 2. To authorize the Zoning Manager to execute a grant from the FEMA Hazard Mitigation Grant Program in an amount of $457,530, subject to review and approval of the City Attorney's Office.
Subject	**4.4. Champlain Parkway Cooperative Agreement Amendment No. 8 - DPW**
Meeting	October 2, 2023 - Board of Finance Meeting - Monday, October 2, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Director of Public Works, or his designee, to execute Amendment No. 8 to the Cooperative Agreement for the Champlain Parkway Project for continued project construction by increasing the maximum limiting amount by $20,430,000 and the local match obligation by $408,600, for a total authorized maximum limiting amount of $65,000,000, including a total local match obligation of $1,300,000 subject to the prior review and approval of the City Attorney's Office
Subject	**4.5. Request for Approval of Contract for Emergency Winooski River Siphon Repair Work - DPW - Water Resources**
Meeting	October 2, 2023 - Board of Finance Meeting - Monday, October 2, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department - Water Resources
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Director of Public Works' execution of a contract with Engineers Construction, Inc. for emergency inverted siphon

repair, for a Maximum Limiting Amount of $793,500.00 with authorization for contingency funding of an additional $40,000.00, for a total authorized expenditure not to exceed $833,500.00, subject to the review and approval of the City Attorney's Office

5. Adjournment

Subject	**5.1. Motion to adjourn**
Meeting	October 2, 2023 - Board of Finance Meeting - Monday, October 2, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	5. 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
September 18, 2023

MEMBERS PRESENT:
Karen Paul
Ali Dieng (via Zoom)
Joe Magee
Mark Barlow
Miro Weinberger

OTHERS PRESENT:
Katherine Schad
Jordan Redell
Jared Pellerin
Sarah E Carpenter
Brian Pine
Meagan Tuttle
Laura Wheelock
Philip Peterson
Ashley Parker
Chapin Spencer

1.0 CALL TO ORDER and AGENDA

1.1 Motion to amend/adopt the agenda
Mayor Weinberger called the Board of Finance meeting to order at 5:03 PM.

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

- **Mayor Weinberger made a friendly amendment to remove Agenda Item #5.**

VOTING: unanimous; motion carries.

2.0 PUBLIC FORUM

2.1 Verbal Comments
None.

3.0 CONSENT AGENDA

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

3.2 September 5, 2023 Board of Finance Minutes, Draft – approve the minutes.
3.3 Airport Equipment purchase over $50,000: Ford F-550 Chassis, Cab, and Body – Airport – approve and recommend that the City Council approve and authorize the purchase of a 2023 Ford F-550 from Nucar Ford of St. Albans in the amount of $55,152.90
3.4 Approval of Marina Slip and Mooring Fees – BPRW – approve and recommend that the City Council approve the 2024 Marina fees as set by the Harbor Commission during its September 12, 2023 meeting, subject to review by the City Attorney's Office.
3.5 Authorization to Execute Lease Amendment No. 2 to the General Services Administration (GSA) Lease – Airport – approve and recommend to the City Council that the Mayor of Burlington, Miro Weinberger, be authorized to execute Amendment No. 2 to the Lease Agreement with the U.S. General Services Administration, subject to the final review and approval by the Office of the City Attorney.
3.6 Execute a Contract Amendment with Engineers Construction, Inc. (ECI) for the Design-Build services for the Flynn Avenue Sewage Forcemain Rehabilitation – DPW/Water Resources – approve and recommend that the City Council retroactively authorize and ratify the Director of Public Works' execution of a contract amendment with Engineer's Construction, Inc. for the Design-Build services for the Flynn Avenue Sewage Forcemain Rehabilitation increasing the maximum limiting amount of the Agreement by $4,213 for a total authorized expenditure not to exceed $192,525, subject to the review and approval of the City Attorney's Office.
3.7 Old North End Greenway Construction Grant Project Commitments Form – DPW – approve and recommend that the City Council authorize the Director of Public Works to execute the Project Commitments Form from the Vermont Agency of Transportation for the Old North End Greenway construction, obligating the City to commit a local match of $166,000 of the total project budget of $241,000 in furtherance of accepting a reimbursable grant amount up to $75,000, subject to approval by the City Attorney's Office.
3.8 National Endowment for the Humanities Challenge Infrastructure and Capacity Building Grant – Library - 1. To approve and recommend the City Council authorize for the Director of the Fletcher Free Library to execute the Award Agreement with NEH, to accept a grant amount of $245,425.00.00, with project costs to be paid upfront by the City of Burlington and then reimbursed by NEH, including a local match of $736,275.00 in City Capital funds, for a total project budget of $981,700.00; subject to final review and approval by the City Attorney's Office and Chief Administrative Officer; and 2. Move to approve and recommend that the City Council accept the recommendation of the City's Capital Committee to approve the creation of the Fletcher Free Library project budget for Fiscal Year 2024, for use of Capital Funds as described in the affiliated memorandum and related attachments, subject to the review and approval of the Chief Administrative Officer.

MOTION by City Council President Paul, SECOND by Councilor Barlow, to adopt the consent agenda and take the actions indicated for items 3.1-3.8 (City Council President Paul recused herself from item 3.4).

VOTING: unanimous; motion carries.

4.0 FY25 BUDGET PRESENTATION – CAO

4.1. FY25 Budget Presentation – CAO
Mayor Weinberger noted that FY24 was a challenging budget year, and said he anticipates FY25 to be equally, if not more challenging. He said that as a result, his administration is attempting to begin budget discussions early for FY25. He said that there have been a number of structural changes to the budget that need to be responded to, and he said that this budget presentation lays out potential ways to respond to those changes. He said that this discussion will help inform the path forward for the budget.

Chief Administrative Officer Schad began by noting that one of the priorities for FY25 is to have a proactive discussion as soon as possible (which is now). She provided context for the budget discussion, noting that the FY24 General Fund budget contained $4.55 million of one-time funds that were used, and that if they had not used this funding to address the gap between revenues and expenses, property taxes would have had to increase by 8.2 cents. She also noted that FY25's budget is anticipated to grow due to COLA increases of $3 million and fleet vehicle expenses of $1-2 million. She said that with that projected expense increase (to around $106 million) and a projected revenue increase to $99 million, there is currently a projected $7 million budget deficit.

Chief Administrative Officer Schad then spoke about potential solutions to address this deficit. These include an operational analysis, revenue and equity analysis, and impact fee analysis, a fleet analysis, and a CEDO financial sustainability study. She said that they also include additional options, including an updated PILOT program, a review of the direct fees-for-service, potential consideration of transportation utility fees, and a potential public safety tax rate increase (though this option won't be discussed tonight). She spoke about each option in turn.

Chief Administrative Officer Schad began by speaking about conducting an operational analysis, which would increase the City's efficiency by implementing best practices to increase the efficiency of municipal operations. She said that this analysis would look at the departments with the largest expense budgets, including BCA, BPRW, BWD, CEDO, CT, DPW, and P&I, though would not include Police or Fire Departments, given that other analyses on these departments are occurring already. She said that they could potentially have this study in hand for April 2024.

Councilor Barlow asked about the average cost per FTE in the City. Chief Administrative Officer Schad replied that she could provide this information, which would include salary and benefits for non-public safety staff. City Council President Paul noted that when the budget was passed, this study was slated to cost $75,000. Chief Administrative Officer Schad replied that that amount was how much the City allotted for all of this potential work. She said that some of the legal work that's already happened has come out of this line item already. City Council President Paul recommended that the RFP include a requirement for a deliverable around the projected savings if efficiencies are implemented. Councilor Dieng said that this work may be premature without receiving quarterly financial updates from each of the departments and their current projections for FY24. He suggested taking time to further refine the subject of what would be studied by whatever consultant is hired. He also suggested that if a study is conducted, it include the Police Department, since that department has changed dramatically over the last several years in terms of structure. He also said that the study should include proposals around potential consolidation of departments, where possible.

Chief Administrative Officer Schad then spoke about the revenue and equity analysis that is occurring. She noted that consultants have prepared insights into the economic of the City's land use and development patterns, and that they are finalizing recommendations for possible action using these insights, which they will present to the Board of Finance and City Council. She said that although this could impact policy recommendations to increase equity, she does not anticipate this to have much of an impact on revenue. Councilor Carpenter said that it is very important to understand the impact of the homestead credit, given that 65-70% of Burlington's residents are eligible for it. She said that additionally, it will be important to explore how the school tax increase fits in with that.

Chief Administrative Officer Schad then spoke about the current impact fee study. She said that this study is wrapping up, and the group will be coming to the Board of Finance and recommending new fees to be effective in FY25, though it may result in shifting, rather than increasing revenues.

Chief Administrative Officer Schad then spoke about the fleet analysis. She noted that the Fleet Committee has estimated that the City needs about $2-3 million annually to sustainably increase the City's General Fund fleet. She noted that they will be meeting with consultants to help with funding and an electrification study. Mayor Weinberger said that there are new resources available at the federal level to support electrification.

Chief Administrative Officer Schad then spoke about the financial sustainability study being conducted by CEDO, which is being funded by a grant from the federal Housing and Urban Development department. She said that the deliverable from this work is to present funding models to the Mayor and City Council in advance of the FY25 budget process to ensure the fiscal stability of CEDO.

Chief Administrative Officer Schad then spoke about additional options that were not mentioned in the FY24 budget memo, that should be considered when looking to address any potential budget deficits for FY25. She spoke about PILOT (payments in lieu of taxes) fees, which represented about $4.7 million in General Fund revenue in FY24, and said that around 94% of it comes from the State, BED, and the Water department. She noted that UVM Medical Center, UVM, and Champlain College also pay PILOT fees. She said that the administration is recommending creating a task force to review the PILOT program with an eye to ensuring equity across the program. Councilor Magee asked about the franchise fee from Vermont Gas, and Chief Administrative Officer Schad replied that expanding franchise fees isn't something that the City Council can do alone, and that she will share further information on the legal opinion around this with Councilors. Councilor Dieng expressed support for the formation of a PILOT program task force. Chief Administrative Officer Schad then also spoke about potentially reviewing direct fees for service, which account for 13% of revenue, and said that standardizing fees and updating fees would be the goal. Councilor Dieng asked about assessing a gas tax, and Mayor Weinberger replied that those taxes are assessed at the federal and state level. Chief Administrative Officer Schad then spoke about considering a transportation utility fee, or TUF. She said that they are permissible user fees (not taxes), assessed annually based on parcel sizes, sidewalk, and foot traffic density, and that they are billed along with property taxes. She said that to implement this, they would divide Burlington into sidewalk districts based on foot traffic, which would create a public utility out of the sidewalks, and the funds from this would be restricted to building, repairing, and maintaining sidewalks. She noted that legal review has concluded that this is within the City's authority to implement.

City Council President Paul expressed appreciation that this discussion is occurring now at the Board of Finance, and recommended that this discussion be continued until and through the budget season. She also asked whether the management letter recommendations from the last audit for the City are being implemented, particularly around the closing journal entries. Chief Administrative Officer Schad replied that an outside consultant has been hired to help with this item.

5.0 FY23 FISCAL HEALTH REPORT - CAO

5.1 FY23 Fiscal Health Report – CAO
** item removed from the agenda**

6.0 FOR APPROVAL AND RECOMMENDATION TO THE CITY COUNCIL

6.1 Reclassification of two (2) Clerk Treasurer's positions and not filling of one (1) position – CT/HR
Chief Administrative Officer Schad said that this is related to vacancies for the Director of Financial Operations and Budget Manager. She said that they are proposing merging the two positions into a Director of Finance position and reclassifying a currently-filled position into an Assistant Director of Finance position, given the incumbent's increased workload. She said that this proposed set of reclassifications is cost-effective.

MOTION by Councilor Dieng, SECOND by Councilor Magee, to approve and recommend approval to the City Council for the modification, retitle, and reclassification of the Director of Financial Operations, a regular service, fulltime, exempt, non-union position with a market factor range of $118,055.69 to $165,325.93 to Director of Finance, a regular service, full-time, exempt, non-union position with a market factor range of $127,900 to $191,900. Modification, retitle, and reclassification of the

Banking & Cash Operations Manager, a regular service, full-time, exempt, non-union Grade 21 to Assistant Director of Finance, a regular service, full-time, exempt, non-union Grade 23.

VOTING: unanimous; motion carries.

6.2 Authorization to Execute the Design Contract for the Queen City Park Road (QCPR) Sidepath – DPW
Public Works Engineer Peterson began by noting that this project is a collaborative effort between CCRPC, Burlington, and South Burlington, and is intended to create a vital bicycle and pedestrian connection between Route 7 in South Burlington and the Burlington waterfront and Greenway. He noted that the new shared use path will increase safety and accessibility, and aligns well with the Walk/Bike Plan. He noted that grant funding for this work is being provided by VTrans and the local match is coming from capital funds (and has already been approved). He said that they are anticipating beginning construction in the spring of 2028.

MOTION by City Council President Paul, SECOND by Councilor Barlow, 1. To approve and recommend that the City Council authorize the Director of Public Works to execute a contract with Hoyle Tanner & Associate Inc. in an amount not to exceed $214,245, and further authorize the Director of Public Works to execute any necessary future amendments using up to $21,000 (10%) in available contingency funds, for a total authorized amount of $235,245, for the development of the design of the QCPR Sidepath project, subject to the review and approval of the City Attorney's Office; and 2. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds from the sources identified in the attached budget amendment form to amend the project budget to total $1,035,000 for the Queen City Park Road Sidepath Project.

VOTING: unanimous; motion carries.

6.3 Allocation of Bond Proceeds for Public Improvements – Rock Point Bridge Project – CT
Capital Program Director Parker said that this would take bond proceeds and reallocate them to other purposes. She said that DPW came to the Capital Committee previously, saying that they needed additional dollars to help with this project. She noted that the Capital team has reviewed a series of projects with available excess sources of funding to allocate toward this project in particular.

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

VOTING: unanimous; motion carries.

6.4 Rock Point Bridge – Authorization to Award Construction Contract and Proposed Budget Amendment – DPW
Senior Public Works Engineer Wheelock provided details on the Rock Point Bridge replacement project. She said that this bridge connects two parcels of the Rock Point diocese land and that the City has an lease for the bike path. She said that that lease includes requirements about maintenance and replacement of the structure of the bridge itself. She noted that the existing bridge is past its service life and that replacing it is a high priority. Mayor Weinberger said that the City has had this responsibility since it built the bike path and that it has been a matter of increasing concern from the Archdiocese.

MOTION by Councilor Magee, SECOND by City Council President Paul, to 1. approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds

to amend the project budget to total $1,219,128.51 as detailed in Attachment B for the Rock Point Bridge Replacement Project; and 2. To approve and recommend that the City Council authorize the Director of Parks, Recreation and Waterfront (BPRW), or their designee, to execute a construction contract with Desroches Construction Services in an amount not to exceed 984,131.00, and to further authorize the use of an additional $98,413.00 in contingency funds (10%), for a total authorized expenditure in the amount of $1,082,544.00.

VOTING: unanimous; motion carries.

6.5 195-201 Flynn Avenue 2019 Third MOU Extension – DPW
Director Spencer said that this pertains to a 3-acre parcel in the South End that was purchased several decades ago by CSWD, as part of pursuing a CSWD drop-off site in Burlington. He noted that the City and CSWD are now at a place to come to final resolution on this. He said that this would allow for an extra year to work for the final details of an arrangement.

MOTION by Councilor Barlow, SECOND by Councilor Magee, to approve and recommend that the City Council approve a one-year, term-only, no cost extension of the Second 2019 Chittenden Solid Waste District – City of Burlington Memorandum of Understanding through September 30, 2024, and authorize the Mayor to execute said agreement subject to the review and approval of the City Attorney's Office.

VOTING: unanimous; motion carries.

7.0 COMMUNICATION REGARDING 195-201 FLYNN AVENUE REAL ESTATE PURCHASE OR LEASE OPTIONS (VERBAL) **EXPECTED EXECUTIVE SESSION**

7.1 Communication Regarding 195-201 Flynn Avenue Real Estate Purchase or Lease Options (verbal) **expected executive session*

MOTION by Councilor Barlow, SECOND by Councilor Magee, to enter executive session pursuant to 1 VSA 313(a)(2) to discuss the negotiating or securing of real estate purchase or lease options regarding the parcels located at 195-201 Flynn Avenue currently owned by CSWD.

VOTING: unanimous; motion carries.

8.0 ADJOURNMENT

8.1 Motion to Adjourn

With no further business and without objection the meeting was adjourned at 6:39 PM.

RScty: AACoonradt

City of Burlington Vermont

OFFICE OF THE CLERK/TREASURER

City of Burlington

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

MEMORANDUM

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

FROM: **Darlene Bayko - Banking & Cash Operations Manager**
Lisa Roach - Purchasing Coordinator & Finance Assistant

RE: **Summary of Proposal for Myers Trash Hauling Services**

Date: **October 2, 2023 and October 10, 2023**

The City of Burlington currently had a 4-year contract with Myers Trash Hauling for Citywide trash, compost and recycling pick up from 2019-2023. In preparation for the renewal, the City was approached by Jeff Myers for an option to renew the service.

Myers proposed a 2-year contract at the same rate the City is currently being charged which is approximately $15,000 per month, pending any changes a department may make to the service. Myers then proposed that if the City is satisfied, year 3 can be renewed at a 2% increase and year 4 at a 2% increase.

The $15,000 doesn't include compactor roll offs at the Wastewater plant and the compactor at the Waterfront and the North Beach cleanup/roll off. The compactors are on an "on call basis" as they don't always need to be emptied. The total in 2022 for those items was $85,879. The rate charged for the compactor is $155 per haul and $150 per ton. The rate Myers is charged is $325 per haul and $195 per ton which indicates the City is getting a discounted rate.

In order to ensure a competitive process and price, the City approached two other companies for bids. Casella sent in a bid in the amount of $17,444 per month that does not include the compactor rate as that can vary from year to year.

Gauthier Trucking sent in a bid in the amount of $17,246 per month that does not include the compactor rate as that can vary from year to year.

In reviewing the three bids, the City recommends awarding the contract to Myers Trash Hauling as it provides the best value to the City. Myers has provided excellent service and also doesn't charge the City for extra trips if they are needed due to the mixing of materials in the different bins at Waterfront Park and at the various events around the City throughout the year.

Board of Finance Motion: Move to approve and recommend that the City Council authorize the Chief Administrative Officer, to execute a 2 year agreement with retroactive approval to June 1, 2023, with the option to also renew year 3 & 4 with Myers Trash Hauling, for the purposes of monthly trash hauling within the City of Burlington, at a rate of $14,932.93 a month and an additional on-call charge of $155 per haul and $150 per ton for trash compactor pick up, upon final review and approval of the City Attorney's Office.

City Council: Move to approve and authorize the Chief Administrative Officer, to execute a 2 year agreement, with retroactive approval to June 1, 2023, including an option to also renew year 3 & 4 with Myers Trash Hauling, for the purposes of monthly trash hauling within the City of Burlington, at a rate of $14,932.93 a month and an additional on-call charge of $155 per haul and $150 per ton for trash compactor pick up, upon final review and approval of the City Attorney's Office.

CITY OF BURLINGTON
CONTRACTOR CONTRACT

This Contractor Contract ("Contract") is entered into by and between the City of Burlington, 149 Church Street, Burlington VT, 05401 ("the City"), and Myers Container Service Corporation (Contractor"), a Vermont corporation located at 218 Red Can Drive, Colchester VT, 05446.

Contractor 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 Contractor, and "Parties" means the City and Contractor.

D. **"Project"** means the Trash Hauling Services

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 Contractor to carry our trash, compost & recycling removal for the City of Burlington, Vermont.

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 Contractor 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 of May 25th, 2023 and expire on May 25, 2025 or upon the satisfaction of the City, unless sooner terminated as provided herein .

C. The City reserves the option to renew this agreement for two additional, one year terms with a maximum price increase not to exceed 2% of the total costs of all services and expenses incurred under this agreement in any of the given years.

4. SCOPE OF WORK

The Contractor shall perform the services listed in Attachments A (Request for Proposals) and B (Contractor's Response to Request for Proposals).

5. PAYMENT FOR SERVICES

A. Amount. The City shall pay the Contractor for completion of the Work in accordance with Attachment B (See Attached current spreadsheet of services)

Contractor 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 Contractor 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 Contractor for all services and expenses under this Contract shall not exceed $14,932.93 for regular monthly trash hauling, for a maximum limiting amount of $179,195.16Additionally, the City agrees to pay the Contractor a fee of $155 per haul and $150 per ton for trash compactor services, which shall be on an "on-call" basis and individually charged through an itemized accounting to the City. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.

D. Invoice. Contractor 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:

Via email to: Accountspayable@burlingtonvt.gov Attn: Jennifer Blow

Via Mail to: City of Burlington, Accounts Payable, 149 Church St.

Burlington, VT 05401

For questions regarding pick up of services, please call Lisa Roach at 802-865-7137.

The City reserves the right to request supplemental information prior to payment. Contractor 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 Contractor 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: Myers Cost Sheet Breakdown
Attachment B:
Attachment C: Burlington Standard Contract Conditions for Contractors
Attachment D: Burlington Livable Wage Ordinance Certification
Attachment E: Burlington Outsourcing Ordinance Certification
Attachment F: Burlington Union Deterrence Ordinance Certification
Attachment G: Contractor's Certificate of Insurance

B. Order of Precedent. To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract take 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.

Contractor
Myers Container Service Corporation

By: ______________________________

Date: ______________________________

City of Burlington
Clerk/Treasurer's Office

By: ______________________________
Katherine Schad
CAO

Date: ____________________

Attachment A:

Myers Cost Sheet Breakdown

Location	Address	Container Type (Rollover/Tote/Dumpster)	PRICE		Container Size (yards)	Quantity of Containers	Collection Type (recycling, trash, com	ervicing Frequenc all/Weekly/Bi-weekly)	Primary Use/Facility	Secured (Y/N)	Requirements/Comments
DPW/PARKS/CODE	645 Pine St	Tote	$	27.03	64 gal	1	Compost	weekly	Shared	N	
DPW/PARKS/CODE	645 Pine St	Dumpster	$	765.61	6 yd	1	Trash	3/wk			
DPW/PARKS/CODE	645 Pine St	Dumpster	$	149.00	6yd	1	Recycling Card	1/wk	Shared	Y	
Police/Battery Park	1 North Ave	Dumpster	$	576.64	3 YD	1	Trash	5/wk	Police/Parks	N	
Police/Battery Park	1 North Ave	Dumpster	$	253.08	4 YD	1	Recycle	4/wk	Police/Parks	N	
Police/Battery Park	1 North Ave	totes	$	108.58	32 gallon	1	Compost	1/wk	Police/Parks		
Leddy Park Arena	216 Leddy Park Road	Dumpster	$	576.64	8 yd	1	Trash	2/wk	Parks; Arena	N	
Leddy Park Arena	216 Leddy Park Road	Dumpster	$	345.52	6 Yd	1	Recycling	2/wk	Parks; Arena	N	
Leddy Park Arena	216 Leddy Park Road	Totes	$	108.58	32 gallon	1	Compost	1/wk	parks		
Library	136 South Winooski Ave / 235 College	Dumpster	$	538.92	6 YD	1	Trash	3/wk	Library/Fire Station	N	
Library	136 South Winooski Ave/235 college	Dumpster	$	214.92	6 yd	1	Recycling	2/wk	Library/Fire Station	N	
Library	136 South Winooski Ave	Totes	$	108.58	64 Gal	2	Compost	1/wk	Library/Fire Station	N	
Water Dept	234 Penny Lane	Dumpster	$	125.96	3 YD	1	Trash	1/wk	Water Department	N	
Water Dept	234 Penny Lane	Dumpster	$	56.62	3 YD	1	Recycling	1/wk	Water Department	N	
Miller Recreation Center	130 Gosse Court	Dumpster	$	275.03	3 YD	1	Trash	2/wk	Parks	Y	
Miller Recreation Center	130 Gosse Court	Dumpster	$	56.62	2 YD	1	Recycle	1/wk	Miller Center		
Miller Recreation Center	130 Gosse Court	totes	$	108.58	32 gallon	1	Compost	1/wk			
North Beach	60 Institute Road	Dumpster	$	191.53	6 YD	1	Recycling	2/wk	Parks	N	Seasonal May-Oct
North Beach	60 Institute Road	Roll off	haul/ton		30YD	1	Trash	On-Call	Parks	Y	250 Haul/165 ton
North Beach	60 Institute Road	Dumpster	$	277.66	8 YD	1	Trash	3/wk	Parks	N	Seasonal May-Oct
North Beach Bathhouse	60 Institute Road	Dumpster	$	116.63	3YD	1	Trash	1/wk	Parks		Seasonal May-Oct
North Beach Boneyard		Construction And Metal Box	haul/ton		30YD	1	Trash	On-Call	Boneyard		250 Haul/165 ton
Oakledge Park	0 Flynn Avenue	Dumpster	$	523.23	6 YD	1	Trash	3/wk	Parks	N	Seasonal May-Oct
Oakledge Park	0 Flynn Avenue	Dumpster	$	83.46	3 YD	1	Recycling	2/wk	Parks	N	Seasonal May-Oct
Starr Farm Park	Starr Farm Road/Curtis Ave	Totes	$	173.34	65 Gallon	3	Dog Waste	1/wk	Parks	N	
Waste Water	53 Lavalley Lane #2	Roll off	haul/ton		20YD	1	Plant Grit	On-Call	Waste Water		185 Haul/165 ton
Waste Water	53 Lavalley Lane #2	Roll off	haul/ton		20YD	1	Plant Grit	On-Call	Waste Water		185 Haul/165 ton
Fire Dept	136 South Winooski Ave	Dumpster	$	115.56	2YD FL	1	Trash	1/wk	Fire		
Fire Dept	Ferguson Ave Station	Dumpster	$	57.78	2YD FL	1	Trash	bi-weekly	Fire		
Fire Dept	Ferguson Ave Station	totes	$	108.58	32 gallon	1	Compost	1/wk			
Fire Dept	North Ave Station	totes	$	57.78	totes	4	Trash	weekly	Fire		
Fire Dept	North Ave Station	tote	$	108.58	totes	1	Compost	weekly	Fire		
Fire Dept	Mansfield Ave Station	Dumpster	$	57.78	2YD FL	1	Trash	Bi-Weekly	Fire		
Fire Dept	Mansfield Ave Station	totes	$	108.58	totes	1	Compost	weekly			
Fire Dept	Drew St Station	Dumpster	$	106.92	2 YD	1	Trash	weekly	Fire		
Fire Dept	Drew St Station	totes	$	108.58	32 gallon	1	Compost	weekly			
North Ave Treatment Plant	North Ave Treatment Plant	Dumpster	$	481.89	3YD FL	1	Trash	3/week	Treatment Plant		
Riverside Treatment Plant	Rivwerside Treatment Plant	Dumpster	$	251.92	2YD FL	1	FL Serv MSW	2/week	Treatment Plant		
Clerk Treasurer	149 Church Street	totes	$	53.67	96 Gallon	1	Compost	1/wk	City Hall		
Waterfront Park	Waterfront Park	Dumpster	$	597.00	8YD	2	Recycle	3/wk	Waterfront Park		seasonal
Waterfront Park	Waterfront Park	Compactor Rolloff	$	288.90	30YD	1	Trash	Lease	Waterfront Park		seasonal
Waterfront Park	Waterfront Park	Compactor Rolloff			30yd	1	Trash	haul/ton	155/150		
Waterfront Park	Waterfront Park	totes	$	100.15	96 gallon	2	Compost	1/wk	Waterfront Park		seasonal-
Waterfront Park	Waterfront Park	Totes	$	60.00	68 GALL	6	recycle	internal	internal totes		
Waterfront Park	Waterfront Park	Dumpster	$	523.23	6YD	1	Trash	3/wk	Waterfront Park		seasonal-
Spirit of Ethan Allen	Spirit of Ethan Allen	totes	$	4,871.25	Toter	19	Compost	3/wk	Shared with Echo??		seasonal-
SHORE RD	SHORE RD	TOTES	$	115.56	68 GALL	2	Dog Waste	1/wk			
Elmwood Ave	Elmwood Ave	Dumpster	$	432.48	4yd	1	trash	3/week			
Elmwood Ave	Elmwood Ave	Dumpster	$	348.48	4yd	1	recycle	3/week			
Elmwood Ave	Elmwood Ave	totes	$	216.50	32 gallon	2	Compost	1/week			
	line 36 & 37 based on no residual from treatment plant in container		$	14,932.93							

Attachment C:
Burlington Standard Contract Conditions For Contractors

Attachment D:
Burlington Livable Wage Ordinance Certification

Attachment E:
Burlington Outsourcing Ordinance Certification

Attachment F:
Burlington Union Deterrence Ordinance Certification

Attachment G:
Contractor's Certificate of Insurance

Board of Finance and City Council Submission Checklist

Department: Clerk Treasurer Submitter: Lisa Roach

Title/Subject: Myers Trash Hauling Services

	Approval:	Meeting Date:
☒	Board of Finance	10/2/2023
☒	City Council	10/10/2023
☐	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	9/26/2023	Katherine Schad
Mayor's Office informed and approved memo	Yes	9/26/2023	Samantha Sheehan
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	Choose an item.	9/26/2023	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	9/26/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	9/26/2023	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?	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	In Memo
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

MEMORANDUM

To: Burlington Board of Finance

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

Date: October 2, 2023

Subject: BED FEMA Grant for December 2022 winter storm damages

Burlington Electric Department (BED) respectfully requests that the Board of Finance approve BED's acceptance of a State of Vermont Public Assistance Grant in the amount of $11,299.78. This is a FEMA-funded grant that will cover 75% of BED's expenses relating to debris removal and damage repair from the winter storm that occurred between December 22 and December 24, 2022. BED has covered the 25% match from its operating funds. Please see the attached grant agreement for more information. Please do not hesitate to contact us with any questions.

Board of Finance Motion: Move to approve and authorize the BED General Manager or their designee, subject to final review and approval by the City Attorney's Office, to accept and execute grant agreements for the State of Vermont Public Assistance Grant (Grant #: 02140-84695-003) in the amount of $11,299.78 to reimburse BED for 75% of its debris removal and damage repair expenses resulting from the December 2022 winter storm.

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

VERMONT DEPARTMENT OF PUBLIC SAFETY

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

FEDERAL PROGRAM TITLE
Public Assistance

AGREEMENT WITH
Burlington Electric Company
Agreement #02140-84695-003

DPS Financial Office Use Only

☒ *Checked Unique Entity IDI# Date:* 09.05.23 *Initials:* AZ

☒ SAM.gov checked for Suspension and Debarment Exclusions *Date:* 09.05.23 *Initials:* AZ

☒ *DPS Restricted Parties List Checked Date:* 08.31.23 *Initials:* AZ

☒ *Risk Assessment Completed Date:* 09.05.23 *Initials:* AZ

☒ *Subrecipient vs. Contractor Determination Form Completed Date:* 09.08.23 *Initials:* AZ

☒ *Single Audit Check & Delinquent SAR (VT Bulletin 5_Eligibility Query in VISION) Date:* 09.15.23 *Initials:* AZ

☒ *BGS Office of Purchasing & Contracting Debarment List Checked* https://bgs.vermont.gov/purchasing-contracting/debarment *Date:* 08.31.23 *Initials:* AZ

☒ *Certificate of Insurance Date:* 08.25.23 *Initials:* AZ

☐ *Executive Compensation Checked (if subaward $30K or over) Date: _______ Initials: _______*

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

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

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

Federal Fund Standard Format to Non-State Subrecipients Only

VERMONT DEPARTMENT OF PUBLIC SAFETY

STATE OF VERMONT GRANT AGREEMENT	Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

1 **Grant #:** 02140-84695-003	2 **Original** X **Amendment #** _____
3 **Grant Title:** Public Assistance	
4 **Amount Previously Awarded:** $ 0.00	5 **Amount Awarded This Action:** $ See Project Worksheet(s)
6 **Total Award Amount:** $ See Project Worksheet(s)	
7 **Award Start Date:** 3/20/2023	8 **Award End Date:** See Project Worksheet(s)
9 **Subrecipient Award:** YES ☒ NO ☐	
10 **Vendor #:** 40096	11 **Grantee Name:** Burlington Electric Company
12 **Grantee Address:** 585 Pine St.	
13 **City:** Burlington	14 **State:** VT
15 **Zip Code:** 05401	
16 **State Granting Agency:** Department of Public Safety	17 **Business Unit:** 02140
18 **Performance Measures:** YES ☒ NO ☐	19 **Match/In-Kind:** $* **Description:** *See Attachment B- the difference between the ERAF (7.5%-17.5%) and the Federal Share (75%)

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

SECTION II - SUBRECIPIENT AWARD INFORMATION

21 **Grantee UEI #:** VBNEZKMNXUB3	22 **Indirect Rate:** _____% (Approved rate or de minimis 10%)	23 **FFATA:** YES ☐ NO ☒
24 **Grantee Fiscal Year End Month** (MM format): June		25 **R&D:** ☐
26 **DUNS Registered Name** *(if different than VISION Vendor Name in Box 11)*:		

SECTION III - FUNDING ALLOCATION

STATE FUNDS

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

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

31 Assistance Listings# (formerly CFDA#)	32 Program Title	33 Awarded Previously	34 Award This Action	35 Cumulative Award	36 FAIN	37 Federal Award Date	38 Total Federal Award
97.036	Public Assistance	$0.00	$See Project Worksheet(s)	$See Project Worksheet(s)	FEMA-DR-4695-VT	3/20/2023	$136,281.66
39 **Federal Awarding Agency:**			40 **Federal Award Project Descr:** Severe Storm and Flooding – December 22-24, 2022				
		$0.00	$0.00	$0.00			$0.00
Federal Awarding Agency:			**Federal Award Project Descr:**				
		$0.00	$0.00	$0.00			$0.00

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

SECTION IV - CONTACT INFORMATION	
STATE GRANTING AGENCY	**GRANTEE**
NAME: Kristine Seipel	**NAME: Emily Stebbins-Wheelock**
TITLE: Financial Administrator	**TITLE: CFO and Manager of Strategy & Innovation**
PHONE: (802) 904-3469	**PHONE: 802-865-7300**
EMAIL: kristine.seipel@vermont.gov	**EMAIL: estebbins-wheelock@burlingtonelectric.com**

Part 2- Grant Agreement

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

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

Subrecipient Federal Tax Identification Number: 03-6000410

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

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

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

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

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

Attachments: This Agreement consists of **17** pages including the following attachments that are incorporated herein:

Please initial that you have read and understand each Attachment

_____Grant Agreement-Part 1 – Grant Award Detail

_____Grant Agreement-Part 2

_____Attachment A - Scope of Work to be Performed

_____Attachment B - Payment Provisions

_____Attachment C - Customary State Agreement Provisions

_____Attachment D - Other Provisions

_____Attachment E - Funding Source Special Conditions

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

STATE OF VERMONT
Department of Public Safety

By:

____
Signature

Printed Name: ______________________
Commissioner/Deputy Commissioner

Date:_______________

SUBRECIPIENT
Authorized Representative

By:

____
Signature

Printed Name: __________________________

Title: ___________________________

Date: ______________

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

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

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

ATTACHMENT B
PAYMENT PROVISIONS

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

- Federal Assistance: The Federal share will be 75% of the eligible costs included on the FEMA approved PW's.

- State Assistance (Emergency Relief Assistance Fund): For Municipal Subrecipients, the State share will be 7.5% – 17.5% of the eligible costs included on the FEMA approved PWs. For other Public Subrecipients (school districts, fire districts, municipal utilities, etc.), the Subrecipient will be responsible for meeting all of the non-federal (25%) share up to $10,000.

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

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

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

PROGRAMMATIC REPORTING REQUIREMENTS:

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

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

FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:

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

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

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

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

Finance Office has received a fully completed and signed PCCR, the State share of funding and any remaining unpaid Federal share of funding for all approved projects will be paid to the Subrecipient.

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

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

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

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

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

Name:	Kristine Seipel
Via mail:	Vermont Department of Public Safety/Financial Office 45 State Drive Waterbury, VT 05671-1300
Via fax:	802-241-5553
Via email:	kristine.seipel@vermont.gov

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

CLOSEOUT:

Small Projects:

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

Large Projects:

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

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

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 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: http://bgs.vermont.gov/purchasing/debarment

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

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

ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS

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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

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

3. DRUG-FREE WORKPLACE

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

4. PROCUREMENT:

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

5. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS

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

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

[3] 2 CFR § 182

[4] 2 CFR § 200.318(c)(1)

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

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

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

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

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

3. Notification of Organizational Changes Required:

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

i. having new or substantially changed systems

ii. having new compliance personnel

iii. loss of license or accreditation to operate program

iv. organizational restructuring.

6. FOLLOWING SUBRECIPIENT PROCEDURES:

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

(a) 2 CFR 200 § 302 Financial Management

7. DISCLOSURE OF INFORMATION:

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

8. CONFLICT OF INTEREST

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

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

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

ATTACHMENT E
FUNDING SOURCE SPECIAL CONDITIONS

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

The period of performance (effective dates) of this Subgrant shall begin on 3/20/2023.

For Emergency Work Categories A.) Debris Removal and B.) Emergency Protective Measures, work must be completed by 9/20/2023.

For Permanent Work Categories C.) Roads and Bridges, D.) Water Control Facilities, E.) Buildings and Equipment, F.) Utilities, and G.) Parks, Recreational and Other, work must be completed by 9/20/2024.

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

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

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

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

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

- CFR 44 – Emergency Management and Assistance
- FEMA 321 Public Assistance Digest: http://www.fema.gov/pdf/government/grant/pa/pdigest08.pdf
- FEMA 322 Public Assistance Guide: http://www.fema.gov/pdf/government/grant/pa/paguide07.pdf
- FEMA 9500 Series Policy Publications: http://www.fema.gov/9500-series-policy-publications
- Other FEMA Publications: http://www.fema.gov/public-assistance-policy-and-guidance
- Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (PL 88-3S2) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC 11681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC- 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 USC" 6101-106), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 19 (PL 92-255), as amended, relating to n' discrimination on the basis of drug abuse; (f) Comprehensive Alcohol Abuse and Alcohol Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating nondiscrimination on the basis of alcohol abuse alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute under which application for Federal assistance being made; and the requirements of any off nondiscrimination statute(s) which may apply to application.
- Will comply, or has already complied, with the requirements of Titles II and Ill of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91- which provide fair and equitable treatment of persons displaced whose property is acquired as a result of

Federal federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

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

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

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

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

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

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

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

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

§200.305 Payment.

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

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

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

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

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

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

(i) For ACH Returns:

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

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

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

(iii) For International ACH Returns:

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

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

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

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
    1.) Procure or obtain;
    2.) Extend or renew a contract to procure or obtain; or
    3.) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i.) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii.) Telecommunications or video surveillance services provided by such entities or using such equipment.

iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c) See Public Law 115-232, section 889 for additional information.

d) See also §200.471.

PA-01-VT-4695-PW-00002(0) P	
Applicant Name:	Application Title:
BURLINGTON ELECTRIC COMPANY	715485 - Damaged Utilities - Burlington Electric Company
Period of Performance Start:	Period of Performance End:
03-20-2023	09-20-2024

Bundle Reference # (Amendment #)	Date Awarded
PA-01-VT-4695-PW-00002(1)	06-21-2023

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET

DISASTER					PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4695	-	DR	-VT	715485	007-U3S3G-00	06-20-2023	F

APPLICANT: BURLINGTON ELECTRIC COMPANY	WORK COMPLETE AS OF: 06-20-2023 : 100 %

Site 1 of 1

DAMAGED FACILITY: Damage #1318676; Utility Damage	COUNTY: Chittenden

LOCATION: PA-01-VT-4695-PW-00002(0): 585 Pine Street, Burlington, Vermont 05401 Current Version:	LATITUDE: 44.46382	LONGITUDE: -73.21555

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-01-VT-4695-PW-00002(0):
The Disaster #4695DR, which occurred between 12/22/2022 and 12/24/2022 , caused:

Damage #1318676; Utility Damage

General Facility Information:

Facility Type: Power generation, transmission, and distribution facilities

Facility: Electrical Power Distribution

Facility Description: Electrical Utility serving appoximately 19,600 customers in the City of Burlington, VT

Approx. Year Built: 1984

Location Description: 585 Pine Street, Burlington, Vermont 05401
GPS Latitude/Longitude: 44.46382, -73.21555

General Damage Information:

Date Damaged: 12/22/2022 to 12/24/2022

Cause of Damage: Severe Winter Storms

Facility Damage:

Insulator, 6 each of Pin Type Insulators, Fallen tree branches caused by severe winter storms damaged insulators, 100% work completed.

Crossarms, 6 each of Wood Crossarms, Fallen tree branches caused by severe winter storms damaged crossarms, 100% work completed.

Hardware Components, Braces, wire, Fuselinks and extensions, miscellaneous components, Fallen tree branches caused by severe winter storms damaged power distribution components, 100% work completed.

Current Version:

SCOPE OF WORK:

PA-01-VT-4695-PW-00002(0):
1318676 Utility Damage
Work Completed

The applicant utilized force account labor, equipment, materials, and contracts for the repairs to Damaged Utilities to restore this facility to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

Burlington Electrical Dept. (GPS 44.463816, -73.215550)
A. Removed and replaced 6 each, Pin Type Insulators
B. Removed and replaced 4 each, Wood Crossarms
C. Removed and replaced Braces, Wire, Fuselinks, Extensions, and associated hardware components

1. Force Account Standard Labor: 12 Laborers, 79 hours $5,556.61
2. Force Account Overtime Labor: 9 Laborers 27 hours $2,439.48
3. Force Account Equipment: 13 EA. 106 equipment hours $3,540.15
4. Force Account Materials: $936.96

Contract or Mutual Aid Agreement
Contractor was used to the handle line clearance

1. Contracts: $2,593.17

Work Completed Totals
1. Force Account Standard Labor:12 laborers, 79 hours $5,556.61
2. Force Account Overtime Labor: 9 Laborers 27 hours $2,439.48
3. Force Account Equipment: 13 EA. 106 equipment hours $3,540.15
4. Force Account Materials: $936.96
5. Contracts: $2,593.17

Work Completed Total: $15,066.37

Project Notes:
1. All Damage Description & Dimensions, Scopes of Work and Costs have been developed by the CRC using the Subrecipient Certification for Small Projects form, and Subrecipient Cost Summaries. See attachments labeled:
- Project #715485 - DR-4695-VT - Small Permanent Work Project Certifications and Acknowledgements.pdf
- Project #715485 - DR-4695-VT - Project Cost Summary.xlsx
- 715485 – DR4695VT – DVS Summary Sheet.xlsx

2. Approximately 12 CY of vegetative debris (tree limbs) was removed during line clearance activities incidental to the repair work. Debris was hauled to McNeil Generating Station, 111 Intervale Rd, Burlington, VT 05401 (44.494181, -73.206018).

3. No Poles or Transformers were damaged/replaced.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☑ No	Special Considerations included? ☐ Yes ☑ No
Hazard Mitigation proposal included? ☐ Yes ☑ No	Is there insurance coverage on this facility? ☐ Yes ☑ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9007	Labor	1/LS	$ 5,556.61	$ 5,556.61
2	9007	Labor	1/LS	$ 2,439.48	$ 2,439.48
3	9008	Equipment	1/LS	$ 3,540.15	$ 3,540.15
4	9009	Material	1/LS	$ 936.96	$ 936.96
5	9001	Contract	1/LS	$ 2,593.17	$ 2,593.17
				TOTAL COST	$ 15,066.37

PREPARED BY WILLIAM B DOYLE	TITLE PDMG	SIGNATURE
APPLICANT REP. Emily Stebbins-Wheelock	TITLE Manager of Strategy and Innovation	SIGNATURE

View Application

Board of Finance and City Council Submission Checklist

Department: BED

Submitter: Darren Springer, Emily Stebbins-Wheelock

Title/Subject: Public Assistance (FEMA) Grant

	Approval:	Meeting Date:
☒	Board of Finance	10/2/2023
☐	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	9/26/2023	Darren Springer
Mayor's Office informed and approved memo	No	9/27/2023	Samantha Sheehan
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	No	Click or tap to enter a date.	Approval/acceptance contingent on City Attorney review
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	No	Click or tap to enter a date.	Approval/acceptance contingent on City Attorney review
CAO has reviewed budget, financing, and memo	Yes	9/26/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

MEMORANDUM

To:	Burlington Board of Finance
From:	Darren Springer, General Manager, and Emily Stebbins-Wheelock, CFO and Manager of Strategy & Innovation
Date:	October 2, 2023
Subject:	BED 2023 Vermont Work-Based Learning & Training Program Grant

Burlington Electric Department (BED) respectfully requests that the Board of Finance approve BED's acceptance of a State of Vermont 2023 Vermont Work-Based Learning & Training Program Grant in an amount not to exceed $6,760. This is a reimbursement-based grant from the Department of Labor that will fund two 8-week, half-time internships in BED's Information Services department during FY 2024. No BED or City match is required. Please see the attached grant agreement for more information. Please do not hesitate to contact us with any questions.

Board of Finance Motion: Move to approve and authorize the BED General Manager or their designee, subject to final review and approval by the City Attorney's Office, to accept and execute grant agreements for the 2023 Vermont Work-Based Learning & Training Program Grant in the amount of $6,760 to fund two internships in BED's Information Services department during FY 2024.

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

2023 VERMONT WORK BASED LEARNING AND TRAINING PROGRAM GRANT AGREEMENT

I. PARTIES

This is a grant agreement between the Vermont Department of Labor (VDOL) (hereinafter called "Grantor"), and City of Burlington, VT Electric Department (hereinafter called "Grantee") with the Grantee's principal place of business located at 585 Pine St, Burlington, VT 05401. 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.

II. SUBJECT MATTER

The subject matter of this grant agreement is to support, promote, and expand internships with Vermont businesses for post-secondary or career and technical education (CTE) enrolled students.

III. AWARD DETAILS

Award Amount. In consideration of the services to be performed by Grantee described in Attachment B, the Grantor agrees to pay Grantee, in accordance with the payment provisions specified in Attachment C, a sum not to exceed $ $6,760.00 .

Period of Performance. The period of Grantee's performance shall begin on October 1, 2023, and end on June 30, 2024.

Funding Source. $ $6,760.00 (100%) state. Project code 5031.

IV. AMENDMENTS

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 Grantor and Grantee.

V. CANCELLATION

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

VI. DEBARMENT AND EXCLUSION

Grantee agrees to notify the Grantor immediately if the Grantee becomes debarred, excluded, or otherwise sanctioned by the state or federal government so as to prevent the lawful receipt of government funding.

VII. PRIOR APPROVAL OF MATERIAL AND NOTICES

Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this agreement shall be reviewed and approved by the Grantor prior to release. Such materials must clearly disclose funding in whole or part by the Vermont Department of Labor and use an approved logo.

VIII. ENTIRE AGREEMENT; CONSTRUCTION

This grant agreement constitutes the entire agreement and supersedes any prior oral or written agreements or communications between Grantor and Grantee regarding its subject matter. This grant agreement consists of 20 pages including the following attachments that are incorporated herein:

Attachment A – Assurances and Grant Provisions
Attachment B – Scope of Work
Attachment C – Budget and Payment Provisions

Order of Precedence. Any ambiguity, conflict or inconsistency in these grant agreement documents shall be resolved according to the following order of precedence:

Grant Agreement
Attachment A
Attachment B
Attachment C

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

By the Vermont Department of Labor (Grantor):

____ ________________
Michael Harrington Date

Name: Michael Harrington
Title: Commissioner
Department: Vermont Department of Labor
Address: 5 Green Mountain Drive
Montpelier, VT 05601-0488

By City of Burlington, VT Electric Department (Grantee):

____ ________________
Emily Stebbins-Wheelock Date

Name: Emily Stebbins-Wheelock
Title: CFO and Manager of Strategy & Innovation
Legal Name of Organization: City of Burlington, VT Electric Department
Address: 585 Pine St, Burlington, VT 05401
Employer Identification Number (EIN) 03-6000410

ATTACHMENT A: ASSURANCES AND GRANT PROVISIONS

PART 1. 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 A 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: http://bgs.vermont.gov/purchasing/debarment

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

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

PART 2. VERMONT DEPARTMENT OF LABOR SPECIAL PROVISIONS

1. Budget Reductions. If mid-year budgetary reductions or rescissions are enacted by the State of Vermont, the Department of Labor may seek to modify this Agreement in accordance with available funding or may cancel the Agreement within the Agreement's provisions for cancellation.

2. Unemployment Insurance Compensation. Recipients of grant and/or contract funds must comply with Vermont Statutes Annotated Title 21, Chapter 17 concerning unemployment insurance compensation.

3. Conflict of Interest. Parties will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of subagreements. No employee, officer or agent of the Party shall participate in the outcome of any matter including but not limited to the selection, award or administration of a subagreement (subgrant/subcontract), if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the above, has a financial or other interest in the matter.

4. Monitoring and Reporting Program Performance. Parties are responsible for managing the day-to-day operations of Agreement supported activities. Parties must monitor subagreement supported activities to assure compliance with applicable State requirements and that performance goals are being achieved. Subparty monitoring must cover each program, function or activity.

5. Equipment. Purchase of a piece of equipment costing $5,000 per item or more and having a life of a year or more must be submitted to the Vermont Department of Labor (VDOL) for prior approval. All approved equipment must be inventoried, tracked and reported at the completion of the grant. Any equipment purchased by or furnished to the Party by the State under this Agreement is provided on a loan basis only and remains the property of the State.

6. Program Income. The Party is authorized to utilize the “addition method” if any Program Income is generated throughout the duration of this Agreement. The Party is allowed to deduct costs incidental to generating Program Income to arrive at a net Program Income [29 CFR Part 95.24(c)]; or [29 CFR Part 97.25(g)(2)]

7. Consultants. Consultants may not be utilized under this Agreement without written pre-approval of the State. Consultant fees paid under this Agreement shall be limited to $585 per day without additional VDOL division director approval.

8. Lobbying. No funds provided under this Agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Vermont Legislature and the Congress, except in presentation to the Legislative or Congress themselves. Nor shall Agreement funds be used to pay the salary or expenses of any Agreement Party or agent acting for such Party, related to any activity designed to influence legislation or appropriations pending before the Vermont Legislature or Congress.

9. Prior Approval/Review of Releases. Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Party under this Agreement shall be reviewed and approved by the State prior to release, and must clearly state that the program is funded in whole or in part by the Vermont Department of Labor.

10. Grant-Funded Employee Conduct. The State reserves the right to discontinue funds to the Party for all or selected activities contained in the Agreement should there be egregious conduct by any persons funded in whole or part by the state.

11. Financial Statements and Grant Closeout. Grantee must file quarterly financial statements within 45 days of the end of each quarter. Ten percent (10%) of total grant funding will be withheld until all required reports, including performance reports, financial statements, and grant closeout documents, have been received by the Department of Labor.

12. Submission of fiscal and insurance information. Grantee must submit to the Department all required financial forms before requesting any funds under this grant. Before performing any of the activities described in the grant, grantee must submit required proof of insurance and the authorization of approved signatories.

13. Future Awards. Funds awarded under this program are obligated annually. Selection and funding of this award does not constitute a promise to pay grantee for same or similar work in future years. Grantee should not rely on future funding from the Vermont Department of Labor to sustain services or the operation its program beyond the performance period of this grant.

14. Subgrants/Subcontracts. The Director of Workforce Development must review and approve all subgrants and subcontracts executed under this agreement. Each subagreement shall comply with the "State of Vermont Agency of Administration Bulletin 3.5" as to form and execution.

15. Publicity. VDOL authorizes use of its logo and the words "Sponsored by the Vermont Department of Labor" or other words approved by the Department's communications coordinator on all promotional activities and materials concerning activities of this grant. Grantee shall share all materials and coordinate communications with the Department.

PART 3. SIGNATURE

____ _____________
Grantee Date

ATTACHMENT B: SPECIFICATIONS OF WORK TO BE PERFORMED

Description and Scope of Work

Burlington Electric Department (BED) seeks to create an IT Internship program targeting postsecondary students currently enrolled in Computer Science, Information Technology, Cybersecurity, or similar areas of study. The interns will split their time between the IT helpdesk and project-based work supporting Systems and Network personnel.

IT helpdesk responsibilities include:

- Providing technical assistance to BED employees staff on hardware and software issues
- Installing and configuring new computer systems and other hardware
- Learning about business procedures and processes
- Work with employees in various BED departments to facilitate the effective use of information technology, provide timely resolutions to problems, document new information technology needs

BED would seek to work with the chosen interns to choose a project that matches their background and interests. Suggested projects may include:

- Creating a system to collect power usage data from UPSs and creating a dashboard to share that data.
- Automating processes such as computer deployment.

Interns will gain exposure to the following skills from BED Systems & Network personnel:

- Install, configure, and maintain Windows and Linux systems
- Manage Active Directory, Azure Active Directory, AD Connect
- Manage VMWare
- Create and maintain complete documentation including where applicable, end user documentation, systems and network diagrams, operational and process flow diagrams, troubleshooting and maintenance reports

Work Based Learning and Training Structure:

BED seeks to hire two interns for 8-week periods. The internship opportunity and minimum qualifications will be outlined in a job posting listed on govermentjobs.com by the City of Burlington HR department; this will also be the method of receiving applications. BED will reach out to the UVM and Champlain College career centers to notify them of the posting. BED will select interns based on candidates' ability to meet the qualifications and perform the work as demonstrated through application materials (resume and cover letter) and interviews.

The anticipated rate of pay for the interns is $18 per hour. With an expected 20-hour work week, this results in a total anticipated salary for each internship of $2,880. Interns' salary will be paid by BED using grant funds. BED does not anticipate being able to hire any interns full time after the conclusion of the grant period.

BED's IT department has never had an internship program, but other BED departments, including Sustainability and Policy & Planning Department have offered both paid and unpaid internships and fellowships in the past.

On the Job Experience - Interns will actively engage in real-world IT projects and tasks within our organization. They will work alongside experienced professionals and gain practical knowledge in areas such as software development, system administration, cybersecurity, and network management. By working on meaningful projects, interns will develop occupation-specific skills that are directly applicable to their future careers in the IT industry.

Mentorship and Guidance - BED recognizes the importance of mentorship in the development of interns' skills and abilities. We will ensure a high level of employer involvement in the intern's training experience by assigning dedicated mentors from our IT department. These mentors will provide guidance, support, and industry-specific training throughout the internship period. They will share their expertise, offer insights into best practices, and help interns navigate complex technical challenges. The mentors will actively engage with them, ensuring their professional growth and aligning their training with industry standards.

Exposure to Industry-Standard Technologies - As part of the Work-Based Learning and Training experience, interns will have the opportunity to work with industry-standard technologies and tools used in the IT industry. This exposure will enable them to develop proficiency in industry-relevant software, programming languages, and IT infrastructure. By gaining hands-on experience with these technologies, interns will acquire highly sought-after technical skills that will be valuable in their future careers.

Collaboration and Teamwork - Effective collaboration and teamwork are essential skills in the IT industry. During the Work-Based Learning and Training experience, they will collaborate with colleagues, IT professionals, and project teams. This collaborative environment will enhance their interpersonal skills, communication abilities, and teamwork capabilities. Through working on group projects and participating in team-based activities, interns will develop transferable skills that can be applied in various professional settings.

Problem Solving and Critical Thinking - The IT industry requires individuals who can think critically, analyze complex problems, and devise innovative solutions. Interns will be exposed to real-world IT challenges, allowing them to develop problem-solving and critical thinking skills. They will learn to troubleshoot technical issues, make informed decisions, and adapt to changing circumstances. This hands-on problem-solving experience will equip interns with the skills necessary to tackle complex IT issues in their future careers.

As an electric utility, BED's IT environment presents unique challenges and opportunities, particularly in the realms of cybersecurity and networking. This organizational setting offers an incredible opportunity for interns to gain real-world experience in a dynamic and evolving environment that demands specialized knowledge and skills.

Equity, Diversity, and Inclusion:
The City of Burlington is proud to be an equal opportunity employer, and we are strongly committed to creating a dynamic and equitable workforce that mirrors the population and world that we serve. We do not discriminate on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, crime victim status, veteran status, disability, HIV positive status, or genetic information in employment or the provision of services. In addition to being an equal opportunity employer we actively encourage applicants who can contribute to our growing diversity to apply. BED will continue to post notices of its job openings through Vermont Professionals of Color Network, Vermont Works for Women, the University of Vermont Alumni Association, ReSource, and other non-profit partners including the Association of Africans Living in Vermont.

Projected Placements:

	Q1 (July – Sept)	Q2 (Oct – Dec)	Q3 (Jan – March)	Q4 (April – June)	TOTAL
Interns Enrolled	1	0	1	0	2
Employers Served (only fill out this section if you place interns with external employers)					

Performance & Reporting
Grantees will submit quarterly fiscal reports using a form supplied by the Department. Grantees will submit a programmatic performance report at within 30 days after the grant ends, including a closeout package. The Department of Labor will provide a form for the programmatic report which will include request to provide one or more testimonials or success stories by a participating intern and employer, in addition to the following data points:

- Number of intern applications
- Number of interns placed
- Number of internships completed
- Rate and total pay for each intern
- Number of employers served
- Number of permanent employment offers made by employer at completion of internship
- Number of interns who received offers of employment (not made by hosting employer) before the end of the grant period
- Demographic data including age, gender, and race of interns

ATTACHMENT C: PAYMENT PROVISIONS

The Vermont Department of Labor (VDOL) agrees to compensate the Grantee for services performed up to the maximum amounts stated below provided such services are within the scope of this grant described in Attachment B and are authorized as provided for under the terms and conditions of this grant.

1. Maximum Payable Amount. The maximum amount payable by VDOL under the terms of this grant shall not exceed $6,760.00

2. Budget. Attached is the line-item budget and budget narrative as negotiated by Grantee and the VDOL. **If modifications to the budget and/or budget narrative are needed, Grantee must contact the grants team at labor.grants@vermont.gov.**

3. Quarterly Reports. Quarterly financial statements and are due no later than the fifteenth of the month following the quarter being reported, (January 15, April 15, July 15, October 15). Expenditures reported on the quarterly financial statement will be on an accrual basis.

4. Performance Reports. Grantee will provide the Vermont Department of Labor with all the required performance data and information described in Attachment B.

5. Cash Requests. Payment must be requested using a Cash Request Form.

6. Grant Closeout. A Grant Closeout Package must be submitted within 45 days of the end date of the grant.

7. Subgrant/Subcontracts. Subgrants or subcontracts need to be reviewed and approved by the Division Director.

All completed forms should be submitted via email to:

labor.grants@vermont.gov

Please note your grant agreement number in the subject of your email.

BUDGET INFORMATION

Record funds requested for the initial period of performance.

	Grant Amount
1. Personnel	$0
2. Fringe Benefits	$0
3. Travel	$0
4. Supplies	$1,000
5. Contractual	$0
6. Other (Includes payment to interns)	$5,760
7. Total, Direct Cost (Lines 1 through 7)	$6,760
8. Indirect Cost	$0
9. TOTAL Funds Requested (Lines 8 through 9)	$6,760

BUDGET NARRATIVE

Personnel Amount = $0.00

Fringe Benefits Amount = $0.00

Travel Amount = $0.00

Supplies Amount = $1,000.00
Description: 1 Lenovo ThinkPad Laptop

Contractual Amount = $0.00

Other Amount = $5,760.00
Description:
Interns Pay of $18/hr * 20hrs/week * 8 weeks = $2,880 * 2 Interns = $5,760

Indirect* Amount = $0.00

TOTAL = $6,760.00
* Grantees may only receive payments for indirect costs if they have a federal or state approved indirect cost agreement.

Vermont Department of Labor Internal Grant Review

This grant has been reviewed and approved as to form and content by:

______________________________ ____________
Carly Patrick Date
Contracts and Grants Administrator
Workforce Development
Vermont Department of Labor

______________________________ ____________
Jay Ramsey Date
Workforce Development Director
Vermont Department of Labor

______________________________ ____________
Corienne Hayes Date
Financial Specialist, Business Office
Vermont Department of Labor

______________________________ ____________
Chad Wawrzyniak Date
Chief Financial Officer, Business Office
Vermont Department of Labor

Board of Finance and City Council Submission Checklist

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

Title/Subject: 2023 Vermont Work-Based Learning & Training Program Grant

	Approval:	Meeting Date:
☒	Board of Finance	10/2/2023
☐	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	9/26/2023	Darren Springer
Mayor's Office informed and approved memo	No	9/27/2023	Samantha Sheehan
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	No	Click or tap to enter a date.	Approval/acceptance contingent on City Attorney review
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	No	Click or tap to enter a date.	Approval/acceptance contingent on City Attorney review
CAO has reviewed budget, financing, and memo	Yes	9/26/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

BURLINGTON
PARKS
RECREATION
WATERFRONT

MEMO

Date: **October 2, 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: **Fire Station Two Dormitory Renovation**

I. Purpose

This memo seeks approval to execute all necessary contracts and budget approvals to renovate the dormitory area at Fire Station Two to ensure it is inclusive and accommodating.

II. Background

In 2019, we successfully renovated the bathrooms in this building, giving the team inclusive bathroom spaces. We now need to move forward with giving our team the same gender equal spaces in the dormitory. We have worked with Chief LaChance to create five private sleeping areas and a common desk area for paperwork. In addition, we have done due diligence to make sure that we are upgrading systems with all-electric heating options to help the City move forward with Net Zero Energy plans in the future.

III. PROCESS

In June 2023, the City posted a public RFP and invited local contracting companies to bid on this project to renovate the dormitory space in Fire Station Two. The City included two alternates in the bid. The first was to include some extra abatement work for flooring, and the second was to add an electrical component to the heating system. Both alternates are being accepted. We received two qualified bids and selected Farrington Construction based on their low bid and good working relationship with the City. Please note the following dates associated with the RFP:

Date of Issuance:	June 30, 2023
Site Visit:	July 11, 2023
Questions Due:	July 18, 2023 12:00 PM
Answers Posted:	July 20, 2023 12:00 PM
Proposal Due Date:	August 2, 2023 12:00 PM

Here are the proposals which we received:

Fire Station 2			
Dormitory Renovation Matrix			
		Farrington Construction	Millbrook Building
Base Bid		$325,585	$329,400
Alternate 1		$0	$800
Alternate 2		$829	$7,800
Total Bid		$326,414	$338,000

PROJECT FUNDING SOURCES, BUDGET AND ESTIMATES

Funding for this project is coming from several different revenue sources. This budget was supported by the Capital Committee prior to the FY24 Capital Budget being approved by City Council.

Funding Sources & Budget	
FY23 GO Bond Premiums (Series 2022A)	$247,500
Facilities Contingency Includes Project Contingency	$110,914.00
Total Budget	$358,414.00
Contractor's Bid	$326,414.00
10% Contingency	$32,000.00
Total Project Estimate	**$358,414.00**

The contingency on the bid amount above is intended to cover any unanticipated costs that may come up as part of the installation. Any funds not spent as project contingency will go back into the Facilities Contingency budget.

IV. SCHEDULE

The anticipated project schedule is as follows:

- June 2023: RFP issued for project
- October 2 2023: Board of Finance approval

- October 10 2023: City Council approval
- October 2023: Contract signed
- Start of construction TBD based on the availability of materials and working around best Fire Station coordination.

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

1. To approve and recommend that the City Council authorize all necessary budget amendments to create a Project budget of **$358,414** for the Fire Station 2 Project; and

2. To approve and recommend that the City Council authorize the execution of a contract with Farrington Construction, for a price not to exceed **$326,414**, to provide services related to the renovation of the dormitory in Fire Station Two, plus a project contingency of **$32,000** (total request including contingency not to exceed **$358,414**), 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 recommend authorization to affect all necessary budget amendments to create a project budget of **$358,414** for the Fire Station 2 project.

To approve and recommend that City Council approve and authorize the execution of a contract with Farrington Construction, for a price not to exceed **$326,414**, to provide services related to the renovation of the dormitory in Fire Station Two, plus a project contingency of **$32,000** (total request including contingency not to exceed **$358,414**), 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: Parks Recreation & Waterfront Submitter: Kim Bleakley

Title/Subject: Fire Station 2 Dormitory Renovation

	Approval:	Meeting Date:
☒	Board of Finance	10/2/2023
☒	City Council	10/10/2023
☐	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	9/14/2023	Cindi Wight
Mayor's Office informed and approved memo	Yes	9/27/2023	Samantha Sheehan
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	9/27/2023	Kyle Clauss
CAO has reviewed budget, financing, and memo	Yes	9/27/2023	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?	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?	No	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 CEDO Director
Rachel Jolly, Assistant Director, CJC

CC: Mayor Miro Weinberger
Katherine Schad, Chief Administrative Officer

DATE: September 20, 2023

RE: Balanced and Restorative Justice amendment (contract 45100) approval

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Executive Summary:

In March of this year, the City Council approved the acceptance of our 2023 calendar year contract with the Department for Children and Families contract to provide Balanced and Restorative Justice (BARJ) services. Since that time, the Legislature has approved additional funds for these services; in addition, the Department has made an effort to align their contracts with the fiscal year periods under which most of their contracted agencies operate.

Therefore, the Burlington Community Justice Center (CJC) seeks the approval of the acceptance of an amendment to our BARJ contract in the amount of $311,061.40 to be expended between January 1, 2023 and June 30, 2024. This is an addition of $140,432.61 for an additional six months of services. The purpose of this grant is to serve youth who are involved, or at risk of being involved, in the criminal-legal system. The funding supports 2.07 FTE, spread over seven staff members.

Background

Since July 1, 2020, the Burlington CJC has subcontracted with Spectrum Youth and Family Services to deliver a portion, and since July 1, 2022, the entirety, of the Balanced and Restorative Justice (BARJ) contract, serving youth who are involved, or at risk of being involved, with the criminal-legal system. The VT Department for Children and Families (DCF) issued a new RFP in November 2022, and in December, we were awarded the full contract which began January 1, 2023. We expect to be the primary holder of the BARJ contract for Chittenden County for the foreseeable future.

Board of Finance Motion: Move to approve and recommend that City Council approve and authorize Director Pine to accept the DCF State Grant amendment #45100 in the amount of $311,061.40 for the period of Jan. 1, 2023-June 30, 2024, upon final review and approval of the City Attorney's Office.

City Council Motion: Move to approve and authorize Director Pine to approve and authorize Director Pine to accept the DCF State Grant amendment #45100 in the amount of $311,061.40 for the period of Jan. 1, 2023-June 30, 2024, upon final review and approval of the City Attorney's Office.

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department for Children and Families-Family Services Division (hereafter the "State" or “FSD”) and **Burlington City Treasurer** with a principal place of business in Burlington, VT 05401 (hereafter the "Contractor") that the contract between them originally dated as of 01/01/2023, Contract #45100, as amended to date, (the “Contract”) is hereby amended as follows:

I. **Maximum Amount**. The maximum amount payable under the Contract, wherever such reference appears in the Contract shall be changed from $170,628.79 to $311,061.40, representing an increase of $140,432.61. In consideration of the services to be performed by the Contractor, the State agrees to pay the contractor in accordance with the payment provisions specified in Attachment B.

II. **Contract Term**. The period of the Contractor’s performance is hereby changed from January 1, 2023 – December 31, 2023 to January 1, 2023 - June 30, 2024 with the option to extend up to two (2) additional one-year terms, as well as an additional six (6) month term.

III. **Attachment B, Payment Provisions.**

On page 6 section 4 is hereby deleted in its entirety and replaced with the following:

4. Contractor shall be paid for services actually delivered or performed beginning January 1, 2023.

a. For the period of 1/1/2023 – 6/30/2023 the contractor shall be reimbursed up to a maximum amount of $85,314.40.
b. For the period of 7/1/2023 – 6/30/2024 the contractor shall be reimbursed up to the maximum allowable amount of $311,061.40.

On page 7 section 10.a., the reporting schedule is hereby deleted in its entirety and replaced with the following reporting schedule:

a. Reporting Schedule

Reporting Period	Report Due Date	Reports Due
1/1/23 – 3/31/2023	4/20/2023	Program Reports, Financial Report, & Request for Payment
4/1/2023 – 6/30/2023	7/20/2023	Program Reports, Financial Report, & Request for Payment

7/1/2023 – 9/30/2023	10/20/2023	Program Reports, Financial Report, & Request for Payment
10/1/2023 – 12/31/2023	1/20/2024	Program Reports, Financial Report, & Request for Payment
1/1/2024 – 3/31/2024	4/20/2024	Program Reports, Financial Report, & Request for Payment
4/1/2024 – 6/30/2024	7/20/2024	Program Reports, Financial Report, & Request for Payment

On page 7 section 10.b., the annual budget is deleted and replaced with the following budget:

b. The eighteen (18) month budget for this contract is as follows:

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor 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.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

This document consists of 3 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT
BY:

Signature Date
Aryka Radke, Deputy Commissioner
Family Services Division
280 State Drive, HC 1 North
Waterbury, VT 05671-1040
Aryka.Radke@vermont.gov

CONTRACTOR
BY:

Signature Date
Brian Pine, Director of Community & Economic Development
Burlington City Treasurer,
Community Justice Center
200 Church St Ste 101
Burlington, Vermont 05401
bpine@burlingtonvt.gov

Board of Finance and City Council Submission Checklist

Department: CEDO/CJC Submitter: Rachel Jolly

Title/Subject: DCF Grant Acceptance: BARJ Contract Amendment

	Approval:	Meeting Date:
☒	Board of Finance	10/2/2023
☒	City Council	10/10/2023
☐	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	9/27/2022	Approved
Mayor's Office informed and approved memo	Yes	9/27/2023	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	9/26/2023	Approved
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	9/26/2023	Approved
CAO has reviewed budget, financing, and memo	Yes	9/22/2023	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.

Department of Permitting & Inspections
Zoning Division
645 Pine Street
Burlington, VT 05401
Telephone:(802) 865-7188

William Ward, Director
Scott Gustin, AICP, CFM, Principal Planner
Mary O'Neil, AICP, Principal Planner
Garret King, Associate Planner
Joseph Cava, Permit Technician
Ted Miles, Code Compliance Officer
Ted Boylan, Division Administrator

TO:	Board of Finance
FROM:	Scott Gustin
DATE:	October 2, 2023
RE:	FEMA Hazard Mitigation Grant Project, 389 Riverside Avenue

Request

Adjust the FY '24 budget for the Department of Permitting & Inspections to incorporate monies from FEMA's Hazard Mitigation Grant Program in the amount of $457,430 for the buy-out project at 389 Riverside Avenue.

Background

The slope along Riverside Avenue down to the Winooski River has a history of slides. Most recently, in 2019 there was a moderate slide affecting 389 Riverside Avenue and two neighboring properties. That event triggered an assessment of slope along the affected properties.

The property at 389 Riverside Avenue contains a duplex residence and is located atop an unstable slope containing a significant artificial fill material. An assessment of the site in April 2022 showed displaced retaining wall timbers, cracked foundation, leaning trees, and tension cracks in the soils near the residence. The residence appears to be at imminent risk of failure due to the unstable slopes. In addition to the April 2022 assessment of this property, the City conducted a more extensive assessment of the slope along the length of Riverside Avenue and showed evidence of active slope movement along each segment, including the area containing the subject duplex residence.

Of the three properties evaluated, only 389 Riverside Avenue was found to be at imminent risk of failure due to unstable slopes. As a result, this grant award is only for 389 Riverside Avenue. The project will include demolition of all structures on the site, conversion to green space, and acquisition by the city. No city funds are used in this project. 90% of the funding is federal, and the 10% match is from the state.

Attachments

- FEMA Award Letter

Board of Finance Motions

1. To approve and recommend that the City Council approve a budget neutral amendment to the FY '24 Department of Permitting & Inspections budget to include the FEMA Hazard Mitigation Grant Program monies in the amount of $457,430 as described in the affiliated memorandum.
2. To authorize the Zoning Manager to execute a grant from the FEMA Hazard Mitigation Grant Program in an amount of $457,530, subject to review and approval of the City Attorney's Office.

U.S. Department of Homeland Security
FEMA Region I
220 Binney Street
Cambridge, MA 02142

FEMA

Sent Via Email

August 11, 2023

Eric Forand
Interim Director
Vermont Emergency Management 45
State Drive
Waterbury, VT 05671-1300

Kristin Clouser
Governor's Authorized Representative
Secretary of Administration
109 State Street
Montpelier, VT 05609

Re: Notification of Award
Major Disaster Declaration: FEMA-4532-DR-VT
Program: Hazard Mitigation Grant Program, Assistance Listing #97.039
Recipient: Vermont Emergency Management
Subrecipient: Burlington (Town of), VT
Federal Award No.: 4532DRVTP00000035 001
Project: Burlington (Town of), VT Acquisition Demolition Landslide 389 Riverside Avenue
Project #: HMGP-4532-3R

Dear: Interim Director Eric Forand,

The Federal Emergency Management Agency ("FEMA"), U.S. Department of Homeland Security has awarded the above-referenced project that the Vermont Emergency Management submitted under the Hazard Mitigation Grant Program ("HMGP") application for FEMA-4532-DR-3R. The subrecipient for this project is the Burlington (Town of), VT and the approved Federal Funding for the project is $411,687.00, which is 90% of the total approved project cost of $ 457,430.00. As a condition of the Federal award, the Burlington (Town of), VT is required to contribute a non-Federal cost-share of $45,743.00. Relocation costs have been identified in the amount of $8,500.00. The Relocation costs must meet the Uniform Relocation Act (URA) requirements, Funding will be released upon receipt of the required documentation. The total approved, Federal Funding is $403,187.00.

By accepting this Federal award, you acknowledge that the terms and conditions set forth in the following documents are incorporated into the terms and conditions of this award and will ensure that you incorporate them into any subaward to the subapplicant.

- FEMA-State Agreement for FEMA-4532-DR-VT
- FY 2020 Department of Homeland Security Standard Terms and Conditions, v. 2
- Hazard Mitigation Assistance Guidance (FY15)
- HMGP Subaward Requirements (enclosed)
- Obligation Report (enclosed)

- Record of Environmental Consideration (enclosed)

If you have any questions, please contact Jarvis Smith, Mitigation Division, FEMA Region I at Jarvis.Smith@fema.dhs.gov.

Sincerely,

RICHARD H VERVILLE
Digitally signed by RICHARD H VERVILLE
Date: 2023.08.11 16:40:34 -04'00'

Richard H. Verville
Deputy Director, Mitigation Division
FEMA Region I

Enclosures

cc: Stephanie Smith, State Hazard Mitigation Officer, Vermont Emergency Management
Ben Rose, Recovery & Mitigation Section Chief, Vermont Emergency Management

GENERAL FEDERAL AWARD INFORMATION
Hazard Mitigation Grant Program
Major Disaster FEMA-4532-DR-VT
Federal Award No.: 4532DRVTP00000035 001
Project No.: HMGP-4532-3R

Recipient Name:	Vermont Emergency Management
Recipient's Unique Entity Identifier (UEI):	LALMDNWSYKT1
Subrecipient Name:	Burlington (Town of), VT
Subrecipient's Unique Entity Identifier (UEI):	FEP8BMECKAF8
Assistance Listings Number and Title:	97.039, Hazard Mitigation Grant Program
Federal Award Identification Number (FAIN):	4532DRVTP00000035 001
HMGP Project Number:	HMGP-4532-3R
Federal Award Date:	August 8, 2023
Period of Performance Start and End Date:	8/5/2021 – 10/29/2026 Project Completion ▪ HMGP Projects: 5/2/2026
Budget Period Start and End Date:	8/5/2021 – 10/29/2026
Amount of Federal Funds Obligated by this Action:	$ 403,187.00
Total Amount of Federal Funds Obligated:	$ 403,187.00
Total Approved Cost Sharing or Matching:	$ 45,743.00
Total Amount of the Federal Award Including Approved Cost Share or Matching:	$ 457,430.00
Budget Approved by the Federal Awarding Agency (to comply with statutory requirements (e.g. FFATA)):	The approved budget is set forth below.
Federal Award Description	Property Acquisition and Structure Demolition
Name of Federal Awarding Agency and Contact Information for Awarding Official:	Federal Emergency Management Agency Richard Verville, Deputy Director, Mitigation Division Email: richard.verville@fema.dhs.gov

	Phone: (857) 205-2841
Identification of Whether the Award is R&D:	No part of this Federal award is for research and development.
Indirect Cost Rate for the Federal Award:	Indirect costs are not authorized under this Federal award.

BUDGET COST CATEGORIES

Object Class	Cost
Administrative and legal expenses	$ 2,500.00
Land, structures, rights-of-way, appraisals, etc.	$ 390,930.00
Relocation expenses and payments	$ 0,000.00
Architectural and engineering fees	$ 00,000.00
Other architectural and engineering fees	$ 00,000.00
Project inspection fees	$ 00,000.00
Site work	$ 10,500.00
Demolition and removal	$ 45,000.00
Construction	$ 00,000.00
Equipment	$ 00,000.00
Miscellaneous	$ 00,000.00
Contingencies	$ 00,000.00
Total:	$ 448,930.00

Board of Finance and City Council Submission Checklist

Department: Permitting & Inspections Submitter: Scott Gustin

Title/Subject: FEMA Hazard Mitigation Grant Project, 389 Riverside Avenue

	Approval:	Meeting Date:
☐	Board of Finance	10/2/2023
☐	City Council	10/10/2023
☐	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	9/18/2023	Bill Ward
Mayor's Office informed and approved memo	N/A	Click or tap to enter a date.	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	Yes	9/28/2023	Kimberlee Sturtevant
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	9/28/2023	Kimberlee Sturtevant
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?	N/A	

City of Burlington
Department of Public Works

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

Memo

Date: October 2, 2023 – Board of Finance
October 10, 2023 – City Council

To: City of Burlington, Board of Finance

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

Subject: Champlain Parkway Cooperative Agreement Amendment No. 8

Request:
The Department of Public Works ("DPW") is requesting the Board of Finance approve and the City Council authorize the Director of Public Works, or his designee, to execute Amendment No. 8 to the Cooperative Agreement for the Champlain Parkway Project for continued project construction by increasing the maximum limiting amount by $20,430,000 and the local match obligation by $408,600, for a total authorized maximum limiting amount of $65,000,000, including a total local match obligation of $1,300,000 subject to the prior review and approval of the City Attorney's Office.

Background:
When the City took over management of the Champlain Parkway/Southern Connector project in 1998, a Cooperative Agreement (CA) was executed between the State of Vermont Agency of Transportation (VTrans) and the City of Burlington outlining the conditions of the project's management and financing.

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

Under the Economic Growth Center (EGC) Funding Program, the project participation percentages are: 95% Federal; 3% State; and 2% Local. The Local Share for this project is budgeted and paid for through the Department of Public Works (DPW) Street Capital and Capital Improvement Programs (Institutional Revenue Bond and Annual CIP). Amendment No. 8 is anticipated to bring the project through the initial construction phase of the project (Home Avenue to Kilburn Street).

The current Cooperative Agreement has a Maximum Limiting Amount of $44,570,000.00. The proposed Amendment No. 8 increases the MLA by $20,430,000, creating a new MLA of $65,000,000. The City's incremental local share (2%) obligation is $408,600. This local share obligation was anticipated and has already been accounted for in the FY 2024 budget. The Amendment No. 8 document is currently under development by VTrans and will be reviewed and approved by the City Attorney's Office prior to execution.

In addition to the project eligible expenses which will be participating at the percentages identified above, there are a number of costs associated with this project which are not eligible for reimbursement from Federal and State funds. These ineligible expenses include the disposal of contaminated soil from the Pine Street corridor, differential costs for street lighting along the new section of roadway, differential costs for undergrounding Burlington Electric Department utilities, additional landscaping, amenities for pocket parks, and cobblestone paving, bricking and stamping for pedestrian crossing treatments. These ineligible costs account for approximately \$3.5M in construction costs which are the sole responsibility of the City. The project budget has received \$3,023,479 in capital outlay bond revenue to date which has not yet been exhausted. Currently an additional \$500,000 will be required to meet the anticipated project needs by the end of the contract. We will be returning at a later date to request the additional funds.

After approval of the proposed Cooperative Agreement Amendment No. 8, the City's total share of costs, including both the 2% local match and the ineligible costs described above, for the complete design and construction of the Initial Construction Contract will be approximately \$4.8M.

The contractor's work under the Champlain Parkway's initial construction contract (Home Avenue to Kilburn Street) is progressing well and is currently ahead of schedule. The contractor is now working heavily on the Lakeside Avenue and Pine Street corridors – and they aim to achieve substantial completion by late spring 2024. For further discussion on the overall project and current project updates, please see the project website at www.champlainparkway.com.

Attachments:

Attachment A: CA0035 Amendment #8

Motions

Actions for Board of Finance:

To approve and recommend that the City Council authorize the Director of Public Works, or his designee, to execute Amendment No. 8 to the Cooperative Agreement for the Champlain Parkway Project for continued project construction by increasing the maximum limiting amount by \$20,430,000 and the local match obligation by \$408,600, for a total authorized maximum limiting amount of \$65,000,000, including a total local match obligation of \$1,300,000 subject to the prior review and approval of the City Attorney's Office.

Actions for City Council:

To authorize the Director of Public Works, or his designee, to execute Amendment No. 8 to the Cooperative Agreement for the Champlain Parkway Project for continued project construction by increasing the maximum limiting amount by \$20,430,000 and the local match obligation by \$408,600, for a total authorized maximum limiting amount of \$65,000,000, including a total local match obligation of \$1,300,000 subject to the prior review and approval of the City Attorney's Office.

ATTACHMENT A

STATE OF VERMONT
GRANT AMENDMENT

Part 2 – Grant Amendment

This is a Grant Amendment (hereinafter called "Amendment") between the State of Vermont, Agency of Transportation (hereinafter called "State"), and the **City of Burlington**, (hereinafter called "Subrecipient"). The Agreement dated **October 21, 1998**, shall be modified as follows:

1. Award Details: Part 1 – Grant Award Detail is hereby deleted and replaced in its entirety with the revised Part 1 – Grant Award Detail attached and made a part hereof.

2. Attachments: Attachment A, Description of Project and Scope of Work to be Performed by Subrecipient, 1. Project Location and Description, is hereby modified as below and is made a part hereof.

Town	**City of Burlington**
Location	**Home Avenue to Kilburn Street**
Description	**Champlain Parkway Construction**

3. Attachments: Attachment B, Payment Provisions, 1. Funding Ratio, 5. Project Costs and Phases, 7. Allocation of Funds by State and 8. Payment of Invoices by the State is hereby modified as below and is made a part hereof.

1. Funding Ratio. Up to the maximum limiting amount (MLA) shown below, the State agrees to pay **98**% of the total Project costs eligible for federal participation, including, but not limited to, administration, engineering, right-of-way, utility, railroad relocation and construction costs, except for State's review costs, which will be borne 100% by the State. The State shall not be responsible for expenses incurred by the Subrecipient except as specified in this Agreement.

5. Project Costs and Phases. The parties agree that the Subrecipient will perform all tasks and duties incidental to accomplishing the following Project development phases, where an amount of funding is indicated, in conformance with the schedule or amended schedule agreed upon by the parties: and that the State will pay the state and federal share of all properly documented invoices from the Subrecipient for work incidental to the development of the Project up to the total available State/federal funds to the Subrecipient:

Phase	Federal $	State $	Local $	Total $
Total Available Funds to Subrecipient*	**$61,750,000**	**$1,950,000**	**$1,300,000**	**$65,000,000**

*The amounts noted may not reflect expenditures that were covered under prior agreements or contracts.

7. Allocation of Funds by STATE. On the basis of the Subrecipient's request for authorization to develop the Project, and subject to the availability of state and federal funds, the State agrees to make available to the Subrecipient a sum not to exceed **$1,950,000.00** in State funds and **$61,750,000.00** in federal-aid funds for engineering, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs (as described in Section 5 above).

8. Payment of Invoices by the STATE. The State agrees to pay the Subrecipient the federal and state shares of properly documented bills invoiced by the Subrecipient.

Invoices, which shall clearly reference the Project name and number, shall be sent to:

Name: Ande Deforge
Division: Municipal Assistance Program
Address: ande.deforge@vermont.gov

4. Attachments: Attachment H, Required Submittals, State Liaison, Waiver of Standards and Modifications of Design Steps, Plans, Documents and Estimates, is hereby modified as below and is made a part hereof.

   State Liaison: **Ande Deforge, VTrans Project Manager**

5. Attachments: Attachment I, DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E is attached hereto and made a part hereof.

Except as modified by this or any existing Amendments, all other provisions of the original Agreement dated **October 21, 1998**, shall remain unchanged and in full force and effect.

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

State of Vermont Agency of Transportation	Subrecipient **City of Burlington**
Date: ____________________	Date: ____________________
Signature: ________________	Signature: ________________
Name: Joe Flynn	Name: ____________________
Title: Secretary of Transportation	Title: ____________________

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

SECTION I - GENERAL GRANT INFORMATION

1 **Grant #:** CA0035	2 **Original** ☐	**Amendment #** 8
3 **Grant Title:** Burlington MEGC 5000(1)		
4 **Amount Previously Awarded:** $ 43,678,600.00	5 **Amount Awarded This Action:** $ 20,021,400.00	6 **Total Award Amount:** $ 63,700,000.00
7 **Award Start Date:** 10/21/1998	8 **Award End Date:** 10/21/2027	9 **Subrecipient Award:** YES ☑ NO ☐
10 **Vendor #:** 000040096	11 **Grantee Name:** City of Burlington	
12 **Grantee Address:** 645 Pine Street		
13 **City:** Burlington	14 **State:** VT	15 **Zip Code:** 05401
16 **State Granting Agency:** Vermont Agency of Transportation		17 **Business Unit:** 08100
18 **Performance Measures:** YES ☑ NO ☐	19 **Match/In-Kind:** $ 1,300,000.00	**Description:** Required Local 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 Identifier [UEI] #:** J9MJZAND8XN7	22 **Indirect Rate:** 125.46 % (Approved rate or de minimis 10%)	23 **FFATA:** YES ☑ NO ☐
24 **Grantee Fiscal Year End Month** (MM format): 06		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	$	$	$	
Special Fund	$	$	$	
Global Commitment (non-subrecipient funds)	$	$	$	
Other State Funds	$ 1,337,100.00	$ 612,900.00	$ 1,950,000.00	Transportation Funds

FEDERAL FUNDS
(includes subrecipient Global Commitment funds)

31 CFDA #	32 Program Title	33 Awarded Previously	34 Award This Action	35 Cumulative Award	36 FAIN (Required Federal Award Information)	37 Federal Award Date	38 Total Federal Award
20.205	Highway Planning & Construction	$ 42,341,500.00	$ 19,408,500.00	$ 61,750,000.00	AFFF		$
39 **Federal Awarding Agency:** Federal Highway Administration (FHWA)			40 **Federal Award Project Descr:** Burlington MEGC 5000(1)				
		$	$	$			$
Federal Awarding Agency:			**Federal Award Project Descr:**				
		$	$	$			$
Federal Awarding Agency:			**Federal Award Project Descr:**				
		$	$	$			$
Federal Awarding Agency:			**Federal Award Project Descr:**				
		$	$	$			$
Federal Awarding Agency:			**Federal Award Project Descr:**				
Total Awarded - All Funds		$ 43,678,600.00	$ 20,021,400.00	$ 63,700,000.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY	GRANTEE
NAME: Ande Deforge	**NAME:** Corey Mims
TITLE: VTrans Project Manager	**TITLE:** Senior PW Engineer
PHONE: 802-595-6657	**PHONE:** 802-922-5001
EMAIL: ande.deforge@vermont.gov	**EMAIL:** CMims@burlingtonvt.gov

ATTACHMENT I
DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

Assurance Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. § 303;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), ("*....which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*");
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq), as implemented by 49 C.F.R. § 25.1 et seq.

Board of Finance and City Council Submission Checklist

Department: Public Works Department Submitter: Corey Mims

Title/Subject: Champlain Parkway Project Cooperative Agreement Amendment #8

	Approval:	Meeting Date:
☒	Board of Finance	10/2/2023
☒	City Council	10/10/2023
☐	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	9/26/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	9/29/2023	Samantha Sheehan
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap 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	9/27/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	9/27/2023	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?	Choose an item.	
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

MEMORANDUM

TO: Board of Finance / City Council

FROM: Martin Lee, PE, Engineering Manager – Water Resources
Kate Komorowski, Water Resources Engineer
Megan Moir, DPW Division Director – Water Resources
Chapin Spencer, Director of Public Works

DATE: October 2, 2023 / October 10, 2023

RE: Request for Approval of Contract for Emergency Winooski River Siphon Repair Work

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REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks prompt approval and authorization for executing a contract with Engineers Construction, Inc. for a total not to exceed value of $793,500 with authorization for contingency funding of an additional $40,000 for the purposes of completing an emergency in river repair to the Winooski River siphon (sewer main) crossing which broke on July 12.

This is the next critical step in our efforts to manage the damages associated with the July flooding, an event which is eligible for Federal Emergency Management Agency (FEMA) funding. The contractor has indicated that they need authorization immediately in order to ensure that the repair can be completed in safe conditions prior to winter. As such, we have worked with the Administration to add this item to the 10/2/23 Board of Finance. Given the urgency, our intent is to execute the contract with the Board of Finance authorization, while proceeding to the 10/10/23 City Council for after the fact approval.

BACKGROUND

For a full and up to date accounting of this incident and the City's response, please see https://www.burlingtonvt.gov/water/WinooskiBreakJuly12. The timeline presented on the web page shows that the City has been working to manage the broken siphon from day 1 and we have not had any down time in our response efforts. Phases of our emergency response have included:

- Phase 1: Pumping and hauling wastewater via pumper truck to the City's North Wastewater Treatment Plant
- Phase 2: Constructing and operating a temporary, above-ground force main bypassing the broken river siphon

- Phase 3 (Current Request): Completing an emergency in-river repair of the siphon crossing adjacent to North Plant to allow for the sewer main under the Winooski River to be put back into service
- Phase 4 (Soon): Beginning an alternatives evaluation and design for a climate resilient permanent repair

The current scope of work involves an in-river repair of the siphon pipe at the location where the pipe is broken. The repair is intended to serve as an emergency repair of the original pipe that will enable the City to temporarily use the siphon again and shut down the temporary pump station for the winter, minimizing the risks involved with running the temporary station for the winter. This will be a complex repair that involves commercial divers, a construction barge, a crane, and other heavy equipment. The cost of the needed repair is high for a number of reasons including the complexity of the work, the location of the work, the variety of construction disciplines and the late season timing.

With the more difficult operating conditions of winter fast approaching, this repair will have a huge benefit for wastewater operations, the City, and water quality. Returning to using the repaired old siphon pipe until a permanent solution can be implemented is preferred over keeping the temporary pump station and above ground force main in service over the winter. The temporary pump station has done an effective job so far but does not have the fail safes of a fully designed permanent pump station and we have had periodic operational issues over the last couple of months, as documented on our website and reported to the State. There are too many liabilities associated with the temporary pump station and force main, so this in-river repair is a critical next step. That said, we will be leaving the above ground force main in place so that we are well prepared for emergency bypass pumping if anything were to happen to the pipe before a more permanent repair can be implemented.

<u>Next Steps for Climate Resiliency</u>

FEMA has acknowledged that the current siphon does not meet modern design standards and a permanent, climate resilient repair will be eligible for FEMA funding. We recently completed a Request for Qualifications (RFQ) procurement process for an engineering design consultant intended to evaluate various alternatives for the permanent and climate resilient long-term repair of the siphon and then design the selected alternative. As part of the design process for the permanent repair, Water Resources anticipates looking at a permanent pump station as well as a modern double barrel inverted siphon that would be directionally drilled, among other possible alternatives. Once the scope of work is finalized in the coming weeks, we will be coming back to the Board of Finance and City Council for approval to execute a contract with the consultant so that work may get underway. The permanent repair will be on a steady timeline but the design and construction is anticipated to take over a year. We will update the community when we have more information on the permanent repair work.

Procurement

A Request for Proposals (RFP) was drafted for this design build project in accordance with City and Federal procurement guidelines. The RFP was approved by the Attorney's

Office, posted on the City RFP and State construction websites, and directly sent to a handful of local construction firms. We received one bid:

Contractor	Total Bid
Engineers Construction, Inc.	$793,500.00

The city had this project out to bid from 9/6/23 to 9/29/23 to allow adequate time for bidders to respond. Questions were received from at least one other interested general contractor but ultimately just one price came in for this challenging project. Engineers Construction, Inc. had a responsive bid and they are a contractor with a successful track record responding to challenging issues in Burlington and the surrounding region. Burlington's Water Resources engineering staff reviewed the proposal and it is recommended to proceed with Engineers Construction, Inc. immediately.

We had planned to bring this contract to the October 16 Board of Finance and October 23 City Council meetings, but the contractor indicated starting within the week of 10/2/23 is necessary to help with the successful completion of this work prior to the end of 2023. Some of the conditions necessary to complete the repairs include divers making repairs in moderate water temperatures and river flows. If fall rainstorms hit or a cold snap comes early, this critical emergency repair could be in jeopardy, hence the need to proceed as quickly as possible.

FUNDING

Given the official disaster declaration DR4720, it is understood that at least 75% of these expenses will be covered by FEMA. FEMA funding is a reimbursement-based funding, meaning that the City must cover expenses, paying careful attention to eligibility and documentation requirements, and then file for reimbursement at a future date.

The City will be responsible for 12.5% of projects costs (the other 12.5% to be covered by the State) due to our compliance with the qualifying mitigation measures under the Emergency State Assistance Funding process. If the extent of Vermont damages exceeds certain thresholds (~ $111 Million statewide), additional FEMA funding will be available (90% costs) and further reduce the remaining local cost share.

These expenses are being tracked in a project in the Wastewater Capital Project Fund 862 separate from the FY24 Wastewater Annual Budget in Fund 480.

The Wastewater Fund has sufficient days of cash on hand to cover these unplanned expenses before receiving the anticipated reimbursements. Regardless of the level of reimbursements, there will be a portion of these expenses that will need to be covered by our utility.

MOTION

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Public Works' execution of a contract with Engineers Construction, Inc. for emergency inverted siphon repair, for a Maximum Limiting Amount of $793,500.00 with authorization for contingency funding of an additional $40,000.00, for a total authorized expenditure not to exceed $833,500.00, subject to the review and approval of the City Attorney's Office."

City Council:

1. "To retroactively approve, authorize, and ratify the Director of Public Works' execution of a contract with Engineers Construction, Inc. for emergency inverted siphon repair, for a Maximum Limiting Amount of $793,500.00 with authorization for contingency funding of an additional $40,000.00, for a total authorized expenditure not to exceed $833,500.00, subject to the review and approval of the City Attorney's Office."

Thank you for your consideration of this request.

Board of Finance and City Council Submission Checklist

Department: DPW Submitter: Martin Lee

Title/Subject: North Plant Siphon Break Emergency Repair

	Approval:	Meeting Date:
☒	Board of Finance	10/2/2023
☒	City Council	10/10/2023
☐	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	10/1/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	10/2/2023	Samantha Sheehan
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	10/2/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	10/2/2023	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?	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.