



Board of Finance Meeting - Monday, March 20, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM

5:00 pm, Bushor Conference Room, 1st Floor or via ZOOM:

Please click the link below to join the webinar:

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Or One tap mobile :

US: +19292056099,,94499826763# or +13017158592,,94499826763#

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Dial(for higher quality, dial a number based on your current location):

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Webinar ID: 944 9982 6763

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****CCTV link: https://www.youtube.com/playlist?list=PLIjLFn4BZd2PwCge7INoKug676jIf_iUA ****

To participate in Public Forum in person, sign up at the meeting.

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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	March 20, 2023 - Board of Finance Meeting - Monday, March 20, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	1. Agenda
Type	Action Procedural
Recommended Action	motion to amend/adopt the agenda

2. Public Forum: Time Certain: **See above for signup instructions**

Subject	2.1. Verbal Comments
Meeting	March 20, 2023 - Board of Finance Meeting - Monday, March 20, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	2. Public Forum: Time Certain: **See above for signup instructions**
Type	Action Procedural

3. For Approval and Recommendation to the City Council

Subject	3.1. Leddy Park Pause Place Construction, Contractor Contract
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Meeting	March 20, 2023 - Board of Finance Meeting - Monday, March 20, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	3. For Approval and Recommendation to the City Council
Type	Action
Recommended Action	1. To approve and recommend that the City Council approve and authorize the execution of a contract with Don Weston Excavating, for a price not to exceed \$472,428.00 for the Leddy Park Pause Place Construction project, plus consultant fees of \$44,996.00 and a project contingency of \$52,000.00, for a total authorized expenditure in the amount of \$569,424.00, and to authorize Cindi Wight, Director of Parks and Recreation, to execute the contract and any related documents needed to carry out the project, subject to the review of the City Attorney's Office. 2. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendment and transfer of \$167,000 in funds Page 4 of 4 from the Penny for Parks unallocated restricted fund balance to the Penny for Parks – Leddy Pause Place Project as outlined on the Budget Amendment Request form. 3. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendment and transfer of \$180,000 in funds from the Bike Path – Phase 3 Construction balance to the Penny for Parks – Leddy Pause Place Project as outlined on the Budget Amendment Request form.
Subject	3.2. Burlington School District and Balanced and Restorative Justice award acceptances
Meeting	March 20, 2023 - Board of Finance Meeting - Monday, March 20, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	3. For Approval and Recommendation to the City Council
Type	Action
Recommended Action	Move to approve and recommend that City Council approve and authorize Director Pine to accept and retroactively execute 1) the Burlington School District contract with the Burlington Community Justice Center in the amount of \$80,903 for the federal FY23 fiscal year and 2) DCF State Grant #45100 in the amount of \$133,522.79 for CY23, upon final review and approval of the City Attorney's Office
Subject	3.3. Reclassification of one (1) position in the Assessor's Office
Meeting	March 20, 2023 - Board of Finance Meeting - Monday, March 20, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	3. For Approval and Recommendation to the City Council
Type	Action
Recommended Action	To recommend that City Council approve the: ☐ Reclassification of the Associate Assessor, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 15, role to Associate Assessor, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16, role in the Assessor's Office retroactively to January 1, 2023 and to approve and authorize associated retroactive pay of approximately \$840.22, subject to the review and approval of the Chief Administrative Officer.
Subject	3.4. Oakledge Universally Accessible Playground Construction, Contract Amendments
Meeting	March 20, 2023 - Board of Finance Meeting - Monday, March 20, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	3. For Approval and Recommendation to the City Council
Type	Action

Recommended Action	To approve and recommend that the City Council authorize the execution of a contract amendment with Engineers Construction, Inc. for a price not to exceed \$1,004,388 for the Oakledge Universally Accessible Playground Project, and the execution of a contract amendment with EIV Technical Services for a price not to exceed \$98,918, and to authorize Cindi Wight, Director of Parks and Recreation, to execute the contract amendment and any related documents needed to carry out the project, subject to the review of the City Attorney's Office.
Subject	3.5. Reclassification of Fire/Police Accountant position
Meeting	March 20, 2023 - Board of Finance Meeting - Monday, March 20, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	3. For Approval and Recommendation to the City Council
Type	Action
Recommended Action	To approve and recommend that the City Council approves and authorizes the reclassification of the Fire/Police Accountant, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17 position to a Regular, Full-time, Non- Exempt, AFSCME, Grade 18 position.
Subject	3.6. Reclassification and Retitle Network Administrator to Senior Network Administrator
Meeting	March 20, 2023 - Board of Finance Meeting - Monday, March 20, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	3. For Approval and Recommendation to the City Council
Type	Action
Recommended Action	To approve and recommend that the City Council approve the following: ☐ The reclassification and retitling of the Network Administrator, a Regular, Full-Time, Exempt, Non-Union, Grade 18 position to Senior Network Administrator, a Regular, FullTime, Exempt, Non-Union, G
Subject	3.7. CY22 Street Reconstruction Program Contract Amendment for Additional Water Resources Infrastructure Work on Birchcliff Parkway
Meeting	March 20, 2023 - Board of Finance Meeting - Monday, March 20, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	3. For Approval and Recommendation to the City Council
Type	Action
Recommended Action	1. To approve and recommend that the City Council authorize the Director of Public Works to execute an amendment to the Calendar Year 2022 Street Reconstruction Program contract with S.D. Ireland Brothers to effect a maximum limiting amount increase of \$68,179.13 to the previously authorized contract expenditure limit with S.D. Ireland of \$2,911,355.98, for a total authorized maximum contract expenditure of \$2,979,535.11, provided that all these authorizations are contingent on the contract and any amendment thereto having the prior approval of the City Attorney and Chief Administrative Officer
Subject	3.8. FY23 Expense Authorization Champlain Parkway Project
Meeting	March 20, 2023 - Board of Finance Meeting - Monday, March 20, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	3. For Approval and Recommendation to the City Council
Type	Action
Recommended Action	To approve and recommend that the City Council authorize an increase to the Champlain Parkway FY23 Expense Authorization from \$16,777,998.03 to \$23,092,317.91 to continue approved project activities in FY23, and further approve and authorize the Chief Administrative Officer to execute a budget adjustment and transfer for the usage of an

additional \$119,729.97 of Street Capital for local match in furtherance of the Expense Authorization increase, as further detailed in Attachment A.

4. Board of Finance Approval Only

Subject	4.1. Authorization of Sidewalk Reconstruction Program Project Budget and Construction Contract
Meeting	March 20, 2023 - Board of Finance Meeting - Monday, March 20, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	4. Board of Finance Approval Only
Type	Action
Recommended Action	1. To approve and recommend that the City Council authorize the Chief Administrative Officer, or her designee, to affect all necessary budget amendments and transfers of funds, as described in the attached project budget, to a total of \$609,672.58 for the projected construction costs to complete the CY23 Sidewalk Reconstruction Program. 2. To approve and recommend that the City Council authorize the Director of Public Works to execute the construction contract for the Sidewalk Reconstruction Project with SD Ireland Brothers Corporation to the maximum limiting amount of \$554,247.80 with an additional \$55,424.78 (10%) in contingency, totaling \$609,672.58, subject to the final review and approval by the Office of the City Attorney.

5. Adjournment

Subject	5.1. Motion to adjourn
Meeting	March 20, 2023 - Board of Finance Meeting - Monday, March 20, 2023, 5:00 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Adjournment
Type	Action Procedural
Recommended Action	motion to adjourn

MEMO

Date: March 20, 2023

To: Board of Finance and City Council

From: Max Madalinski, Associate Parks Project Manager, Department of Parks, Recreation & Waterfront

Cc: Cindi Wight, Director; Sophie Sauvé, Parks Comprehensive Planner

Re: Leddy Park Pause Place Construction, Contractor Contract

I. Purpose

The Department of Parks, Recreation and Waterfront (BPRW) seeks approval and authorization to enter into an agreement with Don Weston Excavating for a maximum limiting amount of \$472,428.00 for the Leddy Park Pause Place and Bioretention Basin Construction, plus additional funds and contingency to cover the cost of Resident Engineering, Soil Testing, and a 10% contingency for a total cost of \$569,424.00. BPRW also seeks approval for two budget amendments: one in the amount of \$167,000 from the unassigned fund balance of Penny for Parks and the second for \$180,000 from the Bike Path – Phase 3 Construction project.

II. Background

Following the recommendations of the 2011 City of Burlington Bike Path Task Force, BPRW hired VHB to design a conceptual alignment for the entirety of the 8+ miles of Waterfront Bike Path (now Greenway) within the City Limits. The alignment called for several pause places – mini-parks or rest stops – including at the Urban Reserve, Leddy Park, Starr Farm Park, Oakledge Park, and Northshore Natural Area.

The Greenway is an important linear park, recreation path, major economic generator, and an important connector to our greater park system, residential neighborhoods, and business districts. The Pause Places enhance the beauty, functionality and placemaking attributes of the Greenway by highlighting vistas and connections to Lake Champlain.

BPRW has built three very successful pause places in the Urban Reserve, complete with exercise equipment, bike racks, and lakeside seating. The pause place at Northshore natural area provides a quiet seating area to take in the scenic view with a renovated staircase to access the lakeshore. At Starr Farm Park, a small fitness station near the playground extends the Fitness Trail to the New North End.

With the recent Greenway rehabilitation at Oakledge Park, a renovated beach access opens up the view and creates extra space for circulation at the busy intersection with the park entrance at Flynn Avenue and will soon be finished off with another exercise station this coming Spring. A small seating area at Austin Drive creates a quiet and relaxed gateway into Oakledge Park for all visitors.

The final pause place to be constructed at Leddy Park will complete the vision for the Greenway. It will include renovated pathways to and from the Gordon H. Paquette Ice Arena and the parking area, with a large concrete oval at the intersection with the Greenway to open up and provide more



space for people to navigate this busy intersection. A final fitness station will be added as well as additional bike racks, a bike tuning station, and new walkway lighting.

To complete our State Stormwater permit requirements for Phase 3 of the Greenway, a bioswale will be constructed between the Greenway and the parking lot to offset new impervious added from the widening of the Greenway. Construction of the bioswale is being paired with the Pause Place for efficiency, to minimize interruptions to both Greenway and park users, and to reduce overall mobilization costs for both projects. The new bioswale, planted with native trees, shrubs, and perennials, will mirror the existing bioswale constructed on the north side of the connecting path between the parking lot and the arena, beautifying this stretch of the Greenway while infiltrating, filtering, and reducing runoff to Lake Champlain.

III. PROCESS

On February 8, 2023, BPRW issued a Request for Proposals (RFP) to construct the Pause Place and Bioswale, publicly advertising in the Vermont Business Registry, Construction Journals, and the City webpage, as well as other electronic outlets. Five companies attended the optional onsite pre-bid meeting.

BPRW received two complete proposals on or before the closing date of February 28, 2023. BPRW reviewed the proposals for value, experience and qualifications, and completeness. Don Weston Excavating was selected by BPRW staff as they provided a significantly lower cost bid and have performed other successful construction projects for the City.

	Max. Pts	Contractor 1 Waterman Siteworks	Contractor 2 Don Weston Excavating
Total Bid Price		\$604,000.00	\$472,428.00
Total Score	100	81	89

IV. PROJECT FUNDING SOURCES, BUDGET AND ESTIMATES

Funding for this project is coming from Donations, Penny for Parks, and Bond Funds as shown in Parks' FY '23 budget.

Leddy Pause Place Project Budget	
Budget Sources	
Donations	\$150,000
FY19 Bond	\$111,300
GO Bond - Bike Path - Leddy Culvert	\$15,000
GO Bond - Bike Path Phase 3 Construction Projects (BA request)	\$180,000
Penny for Parks (BA request)	\$167,000
Total Project Revenues	\$623,300



Estimated Expenditures	
Leddy Pause Place Construction	\$332,428
Bioretention Basin Construction	\$140,000
<i>Construction Proposal Total (Don Weston Excavating)</i>	<i>\$472,428</i>
RE Services (Contract w/EIV Technical Services)	\$39,996
Soil Testing (Allowance, awaiting quote)	\$5,000
<i>Project SubTotal</i>	<i>\$517,424</i>
Contingency on above items (10%)	\$52,000
Design (Under Contract)	\$22,147
Exercise Equipment (Expended)	\$30,071
Total Project Cost	\$621,385

The contingency amount above is intended to cover any unanticipated costs that may come up as part of construction.

V. SCHEDULE

The anticipated project schedule is as follows:

- 2/8/2023: RFP issued
- 3/20/2023: Board of Finance (contract approval)
- 3/27/2023: City Council (contract approval)
- Week of 4/3/2023: Contract signed
- May 2023: Construction begins
- June 2023: Construction Substantially Complete
- Summer/Fall 2023: Lighting Installation

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

1. To approve and recommend that the City Council approve and authorize the execution of a contract with Don Weston Excavating, for a price not to exceed \$472,428.00 for the Leddy Park Pause Place Construction project, plus consultant fees of \$44,996.00 and a project contingency of \$52,000.00, for a total authorized expenditure in the amount of \$569,424.00, and to authorize Cindi Wight, Director of Parks and Recreation, to execute the contract and any related documents needed to carry out the project, subject to the review of the City Attorney's Office.
2. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendment and transfer of \$167,000 in funds



from the Penny for Parks unallocated restricted fund balance to the Penny for Parks – Leddy Pause Place Project as outlined on the Budget Amendment Request form.

3. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendment and transfer of \$180,000 in funds from the Bike Path – Phase 3 Construction balance to the Penny for Parks – Leddy Pause Place Project as outlined on the Budget Amendment Request form.

City Council Motion:

To take the following actions with respect to the Department of Parks, Recreation, and Waterfront:

1. To approve and authorize the execution of a contract with Don Weston Excavating, for a price not to exceed \$472,428.00 for the Leddy Park Pause Place Construction project, plus consultant fees of \$44,996.00 and a project contingency of \$52,000.00, for a total authorized expenditure in the amount of \$569,424.00, and to authorize Cindi Wight, Director of Parks and Recreation, to execute the contract and any related documents needed to carry out the project, subject to the review of the City Attorney's Office.
2. To approve and authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendment and transfer of \$167,000 in funds from the Penny for Parks unallocated restricted fund balance to the Penny for Parks – Leddy Pause Place Project.
3. To approve and authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendment and transfer of \$180,000 in funds from the Bike Path – Phase 3 Construction budget to the Penny for Parks – Leddy Pause Place Project.

Board of Finance and City Council Submission Checklist

Department: Parks & Recreation Submitter: Max Madalinski

Title/Subject: Leddy Park Pause Place Construction

	Approval:	Meeting Date:
☒	Board of Finance	3/20/2023
☒	City Council	3/27/2023
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/13/2023	Cindi Wight
Mayor's Office informed and approved memo	Yes	3/15/2023	Jordan Redell
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	3/15/2023	Kyle Clauss; final review will take place before signing
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/15/2023	Kyle Clauss
CAO has reviewed budget, financing, and memo	Yes	3/14/2023	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	
Contract Attached, if applicable?	No	Full Attorney's office review to take place before signing
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Included in memo
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

**STATE OF VERMONT, CONTRACT FOR SERVICES
DEPARTMENT FOR CHILDREN AND FAMILIES
BURLINGTON CITY TREASURER**

**Contract #45100
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STANDARD CONTRACT FOR SERVICES

1. ***Parties.*** This is a contract for services between the State of Vermont, Department of Children and Families, Family Services Division (hereinafter called "State"), and **Burlington City Treasurer** with a principal place of business at Attn Accounts Receivable, City Hall Room 22, 149 Church Street, Burlington, Vermont 05401 (hereinafter called "Contractor"). It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. ***Subject Matter.*** The subject matter of this contract is services generally on the subject of Balanced and Restorative Justice (BARJ) Services in the Burlington-district. Detailed services to be provided by Contractor are described in Attachment A.
3. ***Maximum Amount.*** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$133,522.79.
4. ***Contract Term.*** The period of Contractor's performance shall begin on January 1, 2023 and end on December 31, 2023 with the option to extend up to three (3) additional one-year terms.
5. ***Prior Approvals.*** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
6. ***Amendment.*** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. ***Termination for Convenience.*** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
8. ***Attachments.*** This contract consists of 40 pages including the following attachments which are incorporated herein:

Attachment A - Scope of Work to be Performed

Attachment B - Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants

Attachment D - Other Contract Provisions

Attachment E - Business Associate Agreement

Attachment F - Agency of Human Services' Customary Contract/Grant Provisions

Attachment G - Reporting Forms

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9. ***Order of Precedence.*** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment D – Other Contract Provisions
- (3) Attachment C - Standard Contract Provisions for Contracts and Grants
- (4) Attachment A – Scope of Work to be Performed
- (5) Attachment B – Payment Provisions
- (6) Attachment E – Business Associate Agreement
- (7) Attachment F – Agency of Human Services’ Customary Contract/Grant Provisions
- (8) Attachment G – Reporting Forms

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS CONTRACT

**STATE OF VERMONT
BY:**

DocuSigned by:
 2/22/2023
F5DA9F817457454
Aryka Radke, (or Designee)
DCF/FSD Deputy Commissioner
Aryka.Radke@vermont.gov

**CONTRACTOR
BY:**

DocuSigned by:
 2/22/2023
4F6820541B8F4FE...
Brian Pine,
Director of Community & Economic Development
Burlington City Treasurer,
Community Justice Center
200 Church St Ste 101
Burlington, Vermont 05401
bpine@burlingtonvt.gov

**STATE OF VERMONT, CONTRACT FOR SERVICES
DEPARTMENT FOR CHILDREN AND FAMILIES
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**ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED**

A. PROGRAM BACKGROUND

The Vermont Department for Children and Families' (DCF) mission is to foster the healthy development, safety, well-being, and self-sufficiency of Vermonters. The Department is structured around six Divisions that deliver programs and services to Vermonters; one of those Divisions is the Family Services Division (FSD). FSD's vision is that Vermont's children and youth live free from abuse, neglect, and delinquency – in resilient families that are supported and valued by their communities. FSD's mission is to engage families, foster and kin caregivers, partner agencies, and the community to increase safety and law abidance for Vermont children and youth.

As part of its vision and mission work, FSD seeks to support youth who are at-risk of involvement with the justice system, have been adjudicated, and may or may not be on probation with DCF, Family Services by providing restorative interventions that reduce or eliminate further involvement with the juvenile justice system.

B. SERVICE DESCRIPTION

The BARJ program is an arm of the youth justice system that provides support to youth who are at risk for involvement in the justice system, have been adjudicated as delinquent, and may or may not be on probation with DCF – Family Services.

C. SERVICE GOALS & OUTCOMES

The BARJ program seeks to support youth involved with, or at risk of becoming involved with the justice system by providing restorative interventions that reduce or eliminate further involvement with the justice system.

D. SPECIFICATIONS

The Contractor shall:

1. Offer victims and community members an opportunity to interact with youth to discuss the harms caused and the actions needed to repair the damage caused by these acts. Examples include but are not limited to, Restorative Panels, Circles, and Restorative Family Group Conferences.
2. Complete the Youth Assessment and Screening Instrument (YASI) pre-screening to determine risk and coordinate protocols for referring youth to services based on risks and needs.
3. Provide individualized case management services to youth and families which may include but are not limited to the following:
 - a. Attendance at family and school team meetings
 - b. Therapeutic treatment meetings
 - c. One on one support to youth and families

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BURLINGTON CITY TREASURER**

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- d. Community based visits
 - e. Attendance at case plan reviews
 - f. Attendance at court hearings
 - g. Drug and alcohol test
 - h. Curfew checks
- 4. Provide Restorative Skills development that includes conflict resolution, social skills development, problem solving and decision making, community services, victim and community impact, and respectful communication.
- 5. Hire staff that meet the programs minimum educational requirements of a bachelor's degree or equivalent experience and complete a background check on all new hires that includes the DCF-FSD Child Protection Registry, Adult Protective Services Registry and the National Crime Information Center (NCIC). If there are any records from the Child Protection or Adult Protective Services registries the applicant will not be eligible for employment. The Contractor shall also ascertain reasons for termination from previous employers. If the information found does not disqualify the applicant from employment but is concerning around the applicant's appropriateness to work with youth, then the Contractor shall discuss the concerns with the State Program Manager to determine if an offer of employment is appropriate.
- 6. Ensure staff complete mandated reporter training, YASI training (provided by the state), and that staff are trained in restorative justice principles within six months of hire. Ensure staff are supported with other training opportunities.
- 7. Implement Motivational Interviewing as written in the DCF Family First Prevention Plan. Motivational Interviewing (MI) is a method of counseling clients designed to promote behavior change and improve physiological, psychological, and lifestyle outcomes. Youth served shall exhibit fewer maladaptive behaviors and exhibit an increase in pro-social decisions.
- 8. Participate in quarterly meetings with the local DCF/FSD District Office to ensure the requirements of the contract are met and adherence to the roles and responsibilities for each agency.

E. PERFORMANCE MEASURES

The Contractor shall demonstrate progress for youth based on the following:

- 1. Number of youths with no new criminal charges while participating in the program
- 2. Number of youths that increase protective factors as measured by YASI
- 3. Number of truancy referral youths whose school attendance increased
- 4. Number of victims that participated in a restorative process

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F. PROGRAM ADMINISTRATION AND EVALUATION

The State shall monitor and evaluate the Contractor's performance based on the following: program reports, timeliness and financial reports. Assistance is available to the Contract from the DCF Grants and Contracts Manager and the Juvenile Justice Director.

Program Reports

Complete program reports shall be submitted to the Juvenile Justice Director, and DCF Grants and Contracts Manager no later than 20 calendar days following the end of each quarter.

The program reports consist of the following forms:

- Form A: Program Progress Report
- Form B: Program Data Report

Snapshots of the program reports, which may be revised as required by the State, are provided in Attachment G. Electronic copies of all program reports with directions shall be provided to the Contractor upon execution of the Contract. Any questions related to the completion of the reports should be directed to the DCF Grants and Contracts Manager and the Juvenile Justice Director.

Financial Reports

Satisfactory financial reports must be received by the State within 20 calendar days following the end of each quarter to receive subsequent payments. The payment schedule for services performed is included in Attachment B.

The financial reports consist of the following:

- Form C: Request for Payment
- Form D: Financial Report

Snapshots of the financial reports, which may be revised as required by the State, are provided in Attachment G. Electronic copies of all financial reports with directions shall be provided to the Contractor upon execution of the Contract. Request for Payment forms shall be submitted to the State electronically as a .pdf with an original signature or electronic signature.

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ATTACHMENT B –PAYMENT PROVISIONS

GENERAL PAYMENT INFORMATION

Contract issuance is contingent upon funding availability. The maximum dollar amount payable under this contract is not intended to guarantee any amount of payment. The Contractor shall be paid for products or services actually delivered or performed, as specified in Attachment A, at the billable rates up to the maximum allowable amount that will be specified in the contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract, and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Contractor shall submit detailed Financial Reports and Requests for Payment on a quarterly basis itemizing all work performed during the previous quarter, including the dates of service, rates of pay, hours of work performed, deliverables provided, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All Requests for Payment must include the Contract # for this agreement.
3. Payment terms are **Net 30** calendar days from the date the State receives an error-free Request for Payment, Financial Report, and Program Report(s). Vermont State Fiscal Year Close Out starts the last week of May/first week of June and runs through early July. During this period of time, no financial reports or invoices are processed for payment in the State of Vermont Vision system.
4. Contractor shall be paid for services actually delivered or performed beginning on January 1, 2023.
5. Requests for Payment submitted more than 60 calendar days after the period of service may not be honored.
6. As contract award amounts are based on state and federal fiscal year budgets, no payments will be issued 90 calendar days after the end date of this agreement as budgets close out and funds are no longer available.
7. Requests for payment shall be submitted electronically as a .PDF document with either an original or electronic signature.
8. Contractor agrees to produce, on request, the source documents upon which all invoices are based.

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9. Contractor shall submit Program Reports and Requests for Payment to the State in accordance with the schedule set forth in this Attachment B, which shall not be more frequently than quarterly.
10. The payment schedule for delivered products, or rates for services performed, are as follows:
- 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

- b. The annual budget for this contract is as follows:

Positions funded in part or whole by this agreement:	Hourly Rate	Hours per week	Total Weeks	Total Budget
Youth Restoraive Program Manager	\$33.23	4.8	52	\$8,307.50
Yout Restorative Services Coordinator	\$28.60	20.8	52	\$30,933.76
BARJ Coordinator	\$28.00	40	52	\$58,240.00

TOTAL Salaries	\$97,481.26
Fringe	\$33,143.84
A. Total Personnel Expenses	\$130,625.10

Operating expenses directly related to contract activities:	
Staff Training/Professional Development	\$1,000.00
Travel	\$482.50
Supplies	\$500.19
Utilities (inc. Telephone, Fax, Internet)	\$915.00
B. TOTAL Operating	\$2,897.69

TOTAL Direct expenses (A+B)	\$133,522.79
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C. Indirect Costs	
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TOTAL BARJ Expenses (A+B+C)	\$133,522.79
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CONTACT AND PAYMENT REQUEST INFORMATION

Program Reports, Financial Reports, and correspondence shall be sent to:

Matthew Rockwell, or Designee
DCF Grants & Contracts Manager
Department for Children & Families
Matthew.Rockwell@vermont.gov

and

Lindy Boudreau, or Designee
Juvenile Justice Director
Department for Children & Families
Family Services Division
Lindy.Boudreau@vermont.gov

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**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.

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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.

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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.

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- 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

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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.

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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

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Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

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**ATTACHMENT D
OTHER CONTRACT PROVISIONS**

A. GENERAL DATA PROVISIONS

1. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party, including its' subcontractors, in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
2. With respect to State Data, Party shall:
 - a. Take reasonable precautions for its protection;
 - b. Not rent, sell, publish, share or otherwise appropriate it;
 - c. Not collect, access, use or disclose it except as necessary to provide services to the State under this Agreement; and
 - d. Upon termination of the Agreement for any reason, Party shall dispose of or retain State Data as required by the Agreement, law, or regulation, or otherwise shall return or destroy State Data remaining in its possession or control as outlined in the Agreement.
3. With respect to Confidential State Data, Party shall:
 - a. strictly maintain its confidentiality;
 - b. provide, at a minimum, the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information; and
 - c. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use.
4. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - a. industry-standard firewall protection;
 - b. multi-factor authentication controls;
 - c. encryption of electronic Confidential State Data while in transit and at rest;
 - d. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - e. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
 - f. training to implement the information security measures; and
 - g. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
5. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
6. In addition to the requirements of this Section, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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OWNERSHIP AND LICENSE IN DELIVERABLES

7. **Contractor Intellectual Property.** Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract (“Contractor Intellectual Property”). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the items that Contractor is required to deliver to the State under this Contract, including Work Product (“Deliverables”), the Contractor shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Contractor Intellectual Property that is incorporated into Work Product.

8. **State Intellectual Property.** The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, “State Intellectual Property”).

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

9. **Work Product.** All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

“Work Product” means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous

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protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor Intellectual Property or third party intellectual property.

To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State a perpetual, non-exclusive, irrevocable, royalty-free license to use for State's internal business purposes, any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables and, subject to the State's obligations with respect to Confidential Information, authorize others to do the same on the State's behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property.

The Contractor shall not sell or copyright a Deliverable without explicit permission from the State. If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.

B. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

1. For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party's possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

2. **Confidentiality of Contractor Information.** The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a

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court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

3. Confidentiality of State Information. In performance of this Contract, and any exhibit or schedule hereunder, the Party acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq ("State Data"). In addition to the provisions of this Section, the Contractor shall comply with the requirements set forth in the State's HIPAA Business Associate Agreement attached hereto as Attachment E. Before receiving or controlling State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State.

State Data shall not be stored, accessed from, or transferred to any location outside the United States.

The Contractor agrees that (a) it will use the State Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

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Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract.

Contractor shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State's written request.

Contractor may not share State Data with its parent company or other affiliate without State's express written consent.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

C. SECURITY BREACH NOTICE AND REPORTING

The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a "Security Breach"), the Contractor shall notify the State within 24 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation ("DFR"), within fourteen (14) business days of the Contractor's discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor's subcontractors, affiliates or agents which may be "data collectors" hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

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The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

D. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

1. **General Representations and Warranties.** The Contractor represents, warrants and covenants that:

- i. The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- ii. There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- iii. The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- iv. The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the services as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the services or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- v. The Contractor has adequate resources to fulfill its obligations under this Contract.
- vi. Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

2. **Contractor's Performance Warranties.** Contractor represents and warrants to the State that:

- i. Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.

E. ADDITIONAL LIABILITY INSURANCE COVERAGES

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Before commencing work on this Contract, the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect:

1. TECHNOLOGY PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C and elsewhere in this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$ N/A per claim, \$ N/A aggregate. To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, Contractor shall maintain first party Breach Notification Coverage of not less than \$500,000.00 per claim, \$1,000,000.00 aggregate.

With respect to the first party Breach Notification Coverage, Contractor shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Contract.

2. OTHER INSURANCE COVERAGE

In addition to the insurance required in Attachment C and elsewhere in this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain the following:

- a. Professional Liability insurance coverage for any and all services performed under this Agreement, with minimum coverage of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate, and
- b. Abuse and molestation coverage of \$500,000.00 per claim and \$1,000,000.00 aggregate.

F. REMEDIES FOR DEFAULT.

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

G. TERMINATION

1. Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Data, State Intellectual Property or other State information and materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting any and all State data, in a format usable without the use of the Services and as agreed to by State, at no additional cost. Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

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If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

2. **Return of Property.** Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to State all State Intellectual Property and State Data (including without limitation any Deliverables for which State has made payment in whole or in part), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

H. DESTRUCTION OF STATE DATA. At any time during the term of this Contract within thirty days of (i) the State's written request or (ii) termination or expiration of this Contract for any reason, Contractor shall securely dispose of all copies, whether in written, electronic or other form or media, of State Data according to National Institute of Standards and Technology (NIST) approved methods, and certify in writing to the State that such State Data has been disposed of securely. Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location according to National Institute of Standards and Technology (NIST) approved methods and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

I. SOV Cybersecurity Standard Update 2022-01. Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard 22-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

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**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

**SOV CONTRACTOR/GRANTEE/BUSINESS ASSOCIATE: BURLINGTON CITY
TREASURER**

SOV CONTRACT NO. 45100 CONTRACT EFFECTIVE DATE: JANUARY 1ST, 2023

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its **Department of Children and Families, Family Services Division** (“Covered Entity”) and Party identified in this Agreement as Contractor or Grantee above (“Business Associate”). This Agreement supplements and is made a part of the contract or grant (“Contract or Grant”) to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with the standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 (“Privacy Rule”), and the Security Standards, at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

“*Agent*” means an *Individual* acting within the scope of the agency of the *Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

“*Breach*” means the acquisition, Access, Use or Disclosure of *Protected Health Information (PHI)* which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

“*Business Associate*” shall have the meaning given for “Business Associate” in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.

“*Electronic PHP*” shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 45 CFR § 160.103.

“*Individual*” includes a Person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“*Protected Health Information*” (“*PHI*”) shall have the meaning given in 45 CFR § 160.103, limited to the *PHI* created or received by *Business Associate* from or on behalf of Covered Entity.

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“*Required by Law*” means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

“*Report*” means submissions required by this Agreement as provided in section 2.3.

“*Security Incident*” means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of Information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

“*Services*” includes all work performed by the *Business Associate* for or on behalf of Covered Entity that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

“*Subcontractor*” means a Person to whom *Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the workforce of such *Business Associate*.

“*Successful Security Incident*” shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

“*Unsuccessful Security Incident*” shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Business Associate's* Information System.

“*Targeted Unsuccessful Security Incident*” means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, Disclosure, modification or destruction of the Covered Entity’s *Electronic PHI*.

2. Contact Information for Privacy and Security Officers and Reports.

2.1 *Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the Contract or Grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Business Associate*. This information must be updated by *Business Associate* any time these contacts change.

2.2 Covered Entity’s HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <https://humanservices.vermont.gov/rules-policies/health-insurance-portability-and-accountability-act-hipaa>

2.3 *Business Associate* shall submit all *Reports* required by this Agreement to the following email address: AHS.PrivacyAndSecurity@vermont.gov

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *Business Associate* shall not Use or Disclose *PHI* in any manner that would constitute a violation of the Privacy Rule if Used or Disclosed by Covered Entity

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in that manner. *Business Associate* may not Use or Disclose *PHI* other than as permitted or required by this Agreement or as *Required by Law* and only in compliance with applicable laws and regulations.

3.2 *Business Associate* may make *PHI* available to its Workforce, *Agent* and *Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. **Business Activities.** *Business Associate* may Use *PHI* if necessary for *Business Associate's* proper management and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* for *Business Associate's* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *PHI* shall remain confidential and be Used or further Disclosed only as *Required by Law* or for the purpose for which it was Disclosed to the Person, and the Agreement requires the Person to notify *Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. **Electronic PHI Security Rule Obligations.**

5.1 With respect to *Electronic PHI*, *Business Associate* shall:

- a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;
- b) Identify in writing upon request from Covered Entity all the safeguards that it uses to protect such *Electronic PHI*;
- c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of *Electronic PHI*. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *Electronic PHI*, and be provided to Covered Entity upon request;
- d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Unsuccessful Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available;
- e) Following such *Report*, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and
- f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

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5.2 Reporting *Unsuccessful Security Incidents*. *Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of *Unsuccessful Security Incidents*; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all *Unsuccessful Security Incidents*, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

5.3 *Business Associate* shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

6. Reporting and Documenting Breaches.

6.1 *Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* whose Unsecured *PHI* has been, or is reasonably believed to have been, the subject of the *Breach* and any other available information that is required to be given to the affected *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Business Associate* shall provide information necessary for Covered Entity to investigate the impermissible Use or Disclosure. *Business Associate* shall continue to provide to Covered Entity information concerning the *Breach* as it becomes available.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the *PHI* had been compromised.

7. **Mitigation and Corrective Action.** *Business Associate* shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible Use or Disclosure of *PHI*, even if the impermissible Use or Disclosure does not constitute a *Breach*. *Business Associate* shall draft and carry out a plan of corrective action to address any incident of impermissible Use or Disclosure of *PHI*. *Business Associate* shall make its mitigation and corrective action plans available to Covered Entity upon request.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *Business Associate* shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. *Business Associate* shall be responsible for the cost of notice and related remedies.

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8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than sixty (60) calendar days after *Business Associate* reported the *Breach* to Covered Entity.

8.3 The notice to affected *Individuals* shall be written in plain language and shall include, to the extent possible: 1) a brief description of what happened; 2) a description of the types of Unsecured *PHI* that were involved in the *Breach*; 3) any steps *Individuals* can take to protect themselves from potential harm resulting from the *Breach*; 4) a brief description of what the *Business Associate* is doing to investigate the *Breach* to mitigate harm to *Individuals* and to protect against further *Breaches*; and 5) contact procedures for *Individuals* to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.4 *Business Associate* shall notify *Individuals* of *Breaches* as specified in 45 CFR § 164.404(d) (methods of *Individual* notice). In addition, when a *Breach* involves more than 500 residents of Vermont, *Business Associate* shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. **Agreements with Subcontractors.** *Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter into such written agreement before any Use by or Disclosure of *PHI* to such *Subcontractor*. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *PHI*. *Business Associate* shall provide a copy of the written agreement it enters into with a *Subcontractor* to Covered Entity upon request. *Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of Covered Entity.

10. **Access to PHI.** *Business Associate* shall provide access to *PHI* in a Designated Record Set to Covered Entity or as directed by Covered Entity to an *Individual* to meet the requirements under 45 CFR § 164.524. *Business Associate* shall provide such access in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for Access to *PHI* that *Business Associate* directly receives from an *Individual*.

11. **Amendment of PHI.** *Business Associate* shall make any amendments to *PHI* in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an *Individual*. *Business Associate* shall make such amendments in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for amendment to *PHI* that *Business Associate* directly receives from an *Individual*.

12. **Accounting of Disclosures.** *Business Associate* shall document Disclosures of *PHI* and all information related to such Disclosures as would be required for Covered Entity to respond to a request by an *Individual* for an accounting of disclosures of *PHI* in accordance with 45 CFR § 164.528. *Business Associate* shall provide such information to Covered Entity or as directed by Covered Entity to an *Individual*, to permit Covered Entity to respond to an accounting request. *Business Associate* shall provide such information in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any accounting request that *Business Associate* directly receives from an *Individual*.

13. **Books and Records.** Subject to the attorney-client and other applicable legal privileges, *Business Associate* shall make its internal practices, books, and records (including policies and procedures and *PHI*) relating to the Use and Disclosure of *PHI* available to the Secretary of Health and Human Services (HHS) in

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the time and manner designated by the Secretary. *Business Associate* shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether *Business Associate* is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Business Associate* fails to comply with any material term of this Agreement, Covered Entity may provide an opportunity for *Business Associate* to cure. If *Business Associate* does not cure within the time specified by Covered Entity or if Covered Entity believes that cure is not reasonably possible, Covered Entity may immediately terminate the Contract or Grant without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. Covered Entity has the right to seek to cure such failure by *Business Associate*. Regardless of whether Covered Entity cures, it retains any right or remedy available at law, in equity, or under the Contract or Grant and *Business Associate* retains its responsibility for such failure.

15. Return/Destruction of PHI.

15.1 *Business Associate* in connection with the expiration or termination of the Contract or Grant shall return or destroy, at the discretion of the Covered Entity, *PHI* that *Business Associate* still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. *Business Associate* shall not retain any copies of *PHI*. *Business Associate* shall certify in writing and report to Covered Entity (1) when all *PHI* has been returned or destroyed and (2) that *Business Associate* does not continue to maintain any *PHI*. *Business Associate* is to provide this certification during this thirty (30) day period.

15.2 *Business Associate* shall report to Covered Entity any conditions that *Business Associate* believes make the return or destruction of *PHI* infeasible. *Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Business Associate* maintains such *PHI*.

16. Penalties. *Business Associate* understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of *PHI* and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations.

17. Training. *Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, *Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract or Grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the Contract or Grant continue in effect.

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18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

18.3 Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule, Security Rule, and HITECH) in construing the meaning and effect of this Agreement.

18.5 *Business Associate* shall not have or claim any ownership of *PHI*.

18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* even if some of that information relates to specific services for which *Business Associate* may not be a "*Business Associate*" of Covered Entity under the Privacy Rule.

18.7 *Business Associate* is prohibited from directly or indirectly receiving any remuneration in exchange for an *Individual's PHI*. *Business Associate* will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. *Reports* or data containing *PHI* may not be sold without Covered Entity's or the affected Individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for *Business Associate* to return or destroy *PHI* as provided in Section 14.2 and (b) the obligation of *Business Associate* to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

Rev. 05/22/2020

(End of Standard Provisions)

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**ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS**

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between

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the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

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Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. Employees and Independent Contractors:

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. Data Protection and Privacy:

Protected Health Information: Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother’s maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party

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shall in addition comply with any other data breach notification requirements required under federal or state law.

8. Abuse and Neglect of Children and Vulnerable Adults:

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. Information Technology Systems:

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or

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are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 7 above.

10. Other Provisions:

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present

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and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

Lobbying: No federal funds under this agreement may be used to influence or attempt 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, continuation, renewal, amendments other than federal appropriated funds.

AHS ATT. F 5/16/2018

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**ATTACHMENT G
REPORTING FORMS**

FORM A: PROGRAM PROGRESS REPORT EXAMPLE

Please use the form provided by the State

Contractor:	Example 1	Contract Number:	N/A
Report Period			
Report Prepared By:		E-Mail:	Date:

COMPLETE THIS FORM FOR THE CURRENT REPORTING PERIOD, BY PROVIDING A SHORT, DETAILED NARRATIVE. PLEASE USE THE HEADERS AND NUMBERS AS YOUR OUTLINE. YOU MAY ATTACH ADDITIONAL SHEETS.

- 1. Give an update on your program:**
 - (a) Challenges/Barriers:
 - (b) Successes:
 - (c) Trends:
 - (d) Concerns about finances?
- 2. Give an update of your relationship with the local DCF office:**
 - (a) Success:
 - (b) Challenges/Barriers:
 - (c) Adherence to Roles and Responsibilities:
 - (d) Date of quarterly meeting: _____
- 3. Give an update on any community outreach/prevention efforts:**
 - (a) What was the event/activity?
 - (b) What was the goal of the event/activity?
 - (c) Number of participants?
 - (d) Describe thoughts about future events of this nature, would you do it again? If not, why not?
- 4. Give an update on training or educational opportunities provided to staff.**
- 5. Please share a success story.**
- 6. Other:** If you would like to address anything that is not included on this report form, please do so.

This form to be submitted electronically quarterly to the following:

- **Lindy Boudreau, Juvenile Justice and Adolescent Programs Director** lindy.boudreau@vermont.gov
- **Matthew Rockwell, Grants and Contracts Manager,** matthew.rockwell@vermont.gov
- AHS.DCFFSDInvoicesREU@vermont.gov
- **Your local DCF District Director**

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FORM B: PROGRAM DATA REPORT EXAMPLE

Please use the form provided by the State

FORM B: Program Data Report														
Reporting Period: January 1 2022 - December 31, 2022														
Case Information	OPEN CASES AT START OF QUARTER	NEW AT RISK YOUTH REFERRALS DURING QTR	NEW ADJUDICATED YOUTH REFERRALS DURING QTR	NEW TRUANCY REFERRALS DURING QTR	NEW YOUTHFUL OFFENDER REFERRALS DURING QUARTER	CASES TRANSFERRED DURING QTR	CASES CLOSED SUCCESSFULLY DURING QTR	CASES CLOSED UNSUCCESSFULLY DURING QTR	CASELOAD TOTAL					
	Quarter 1													
	Quarter 2													
	Quarter 3													
	Quarter 4													
Total														
Work Done	NUMBER OF RESTORATIVE PROCESSES CONVENED	HOURS OF COMMUNITY SERVICE PERFORMED	HOURS OF SERVICE LEARNING PROJECTS COMPLETED	AMOUNT OF RESTITUTION COLLECTED	NUMBER OF VICTIMS INVOLVED	HOURS OF CASE MANAGEMENT	HOURS OF RESTORATIVE CLASSES/SKILL DEVELOPMENT	# of YASI PRE-SCREENS	HOURS OF STAFF TRAINING	# OF PRE-CHARGE YOUTH SERVED	# OF COURT REFERRED YOUTH			
	Quarter 1													
	Quarter 2													
	Quarter 3													
	Quarter 4													
Total														
Demographics	HOURS OF COMMUNITY OUTREACH/PREVENTION ACTIVITIES	# OF YOUTH SERVED WHO WERE FEMALE	# OF YOUTH SERVED WHO WERE MALE	# OF YOUTH SERVED WHO WERE NON-BINARY	# OF YOUTH SERVED WHO WERE HISPANIC OR LATINO	# OF YOUTH SERVED WHO WERE NOT HISPANIC OR LATINO	# OF YOUTH SERVED WHOSE ETHNICITY IS UNKNOWN	# OF YOUTH SERVED WHO WERE ASIAN	# OF YOUTH SERVED WHO WERE BLACK OR AFRICAN AMERICAN	# OF YOUTH SERVED WHO WERE AMERICAN INDIAN OR ALASKAN NATIVE	# OF YOUTH SERVED WHO WERE NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	# OF YOUTH SERVED WHO WERE WHITE	# OF YOUTH SERVED WHO REPORTED MORE THAN ONE RACE	# OF YOUTH SERVED WHO WERE UNABLE TO DETERMINE RACE
	Quarter 1													
	Quarter 2													
	Quarter 3													
	Quarter 4													
Total														

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FORM C: REQUEST FOR PAYMENT EXAMPLE

Please use the form provided by the State

REQUEST VT Department for Children and Families Family Services Division
TO: HC 1 South / 280 State Drive / Waterbury, VT 05671-1020
FROM: **TBD**

RE: **BALANCED AND RESTORATIVE JUSTICE (BARJ)**
TERM: JANUARY 1, 2023 – DECEMBER 31, 2023

State-assigned Contract number: **TBD** Request #: _____ Final Invoice: Yes ___ No ___
Have required Monthly Program Reports been submitted? Yes ___ No ___

- A) Maximum amount payable to Contractor: \$ _____
B) Total payments received on Contract previously: \$ _____
C) Balance (*line A minus line B*) \$ _____
D) Total Contract expenditures in the financial report
for the quarter ending _____: \$ _____
mm/dd/yy
E) Contract Balance (*line C minus line D*) \$ _____
F) REQUEST AMOUNT, determined as follows: \$ _____
*For requests submitted during the Contract term, request
the amount in line D or line C, whichever is lower. A
request submitted with the final quarterly report may be for
the amount in line C if the State had withheld funds earlier
and the total YTD allowable reported expenditures
exhausted the maximum payable under the Contract.*

CONTRACTOR SIGNATURE:

Executive or Financial Director Title Date

For FSD use only: FSD Contract Manager reviewed required reports submitted,
assessed Contractor performance, and approves payment in the amount of:

\$ _____

Explanation if amount approved differs from amount requested in line F:

☐ 10% of maximum payable is withheld until Contract term ends and final Contract reports are
approved; or

☐ Other:

FSD Signature and Date: _____

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FORM D: FINANCIAL REPORT EXAMPLE
Please use the form provided by the State

BARJ Financial Report (January 1, 2023 - December 31, 2023)

Positions funded in part or whole by this agreement:	Hourly Rate	Hours per week	Total weeks	Total Budget	Current Balance	Total Expended YTD	Expended in (add quarter)	Expended in (add quarter)	Expended in (add quarter)	Expended in (add quarter)
Staff				\$0.00		\$0.00				
Staff				\$0.00	\$0.00	\$0.00				

TOTAL Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringe	\$0.00	\$0.00	\$0.00						
A. Total Personnel Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Operating expenses directly related to grant activities:									
Staff Training/Professional Development	\$0.00	\$0.00	\$0.00						
Travel	\$0.00	\$0.00	\$0.00						
Supplies	\$0.00	\$0.00	\$0.00						
Utilities (inc. Telephone, Fax, Internet)	\$0.00	\$0.00	\$0.00						
Direct Space	\$0.00	\$0.00	\$0.00						
B. TOTAL Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL Direct expenses (A+B)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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C. Indirect Costs	\$0.00	\$0.00	\$0.00						
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TOTAL Expenses (A+B+C)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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Board of Finance and City Council Submission Checklist

Department: CEDO/CJC Submitter: Rachel Jolly

Title/Subject: Approval for BSD and BARJ contracts

	Approval:	Meeting Date:
☒	Board of Finance	3/20/2023
☒	City Council	3/27/2023
☐	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	3/15/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	3/15/2023	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	3/15/2023	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	3/15/2023	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	3/15/2023	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	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



BURLINGTON SCHOOL DISTRICT

DISTRICT OFFICES
Tom Flanagan, Superintendent

150 Colchester Avenue
Burlington, VT 05401

802-865-5332
superintendent@bsdvt.org

Amendment #1

This is amendment #1 to a contract between the Burlington School District (hereinafter called the "School District" or "District") with a principal place of business at 150 Colchester Avenue, Burlington, Vermont, and the **Burlington Community Justice Center (BCJC)** (hereinafter called the "Contractor") with a principal place of business 200 Church Street, Burlington, VT, 05401, with a Contract Term from **October 1, 2022, to March 31, 2023.**

All provisions of the original agreement shall remain in place, except for the following changes, (deletions are in ~~striketrough~~, additions are underlined):

1. **Contract Term:** The period of the contractor's performance shall begin **on October 1, 2022, and end on ~~March 31, 2023~~ September 30, 2023.**

7. **Payment Provisions:** Total amount not to exceed ~~\$39,232~~ \$80,903.

Appendix A is also replaced in its entirety with the attached revised version.

We the undersigned parties agree to be bound by this contract as amended.

By the Burlington School District

Date: 1/20/23
Signature: [Signature]
Name: Tom Flanagan
Title: Superintendent

By the Contractor

Date: 1/20/2023
Signature: [Signature]
Name: Brian T. Pine
Title: CEDO Director
Fed. ID/Social Security #: 03-6000410

APPENDIX A
BCJC Scope of Work--for DCF Grant
Year 3: Oct. 1, 2022-Sept. 30, 2023

I. Purpose

To provide support and training, using an equity lens, for Tier 2 level needs in the school, embedding the practice in the schools.

II. Outcomes

- Increase a sense of engagement, belonging and student voice by involving youth and families in disciplinary policies and practices that are restorative in nature
- Partner with support staff in the schools for cases that require Tier 2 processes
- Design and develop systems related to office behavioral referrals and subsequent documentation

III. Scope of Service

<i>Service</i>	<i>Date</i>
• Provide consistent modeling and mentorship to RP Specialists in conjunction with Office of Equity to support implementation of whole school restorative practices and decreasing ethnic and racial disparities in suspensions	Fall 2022-Fall 2023
• In collaboration with District RP Coordinator, identify, develop and deliver trainings related to RP	Fall 2022-Fall 2023
• Recruit and train student volunteers to lead restorative processes, both in proactive relationship-building scenarios as well as in response to discipline referrals	Fall 2022-Fall 2023
• Provide on-going training and support to peer mediator students throughout the school year	Fall 2022-Fall 2023
• Partner with UP and Youth and Family Engagement Team to recruit and train students from diverse backgrounds on Tier 1 and Tier 2 level engagements/responses	Fall 2022-Fall 2023
• Build safety and trust through use of Circles in staff meetings, one on one conversations, and student interventions	Fall 2022-Fall 2023
• Support administrator training, coaching, and collaboration on restorative re-entry for students who've been separated from the community through suspension	Fall 2022-Fall 2023
• Partner in UP's retreats, coachings and trainings to carry learnings and ideas into Tier 2 level responses	Fall 2022-Fall 2023
• Analyze BSD disciplinary data for Middle School as it relates to racial identity and IEP status, identify skill gaps of the teachers generating referrals, and target interventions.	Fall 2022-Fall 2023

Work with BSD Multilingual liaisons, City of Burlington's Trusted Community Voices program, AALV, Spectrum and others to create a system for culturally responsive early interventions which honors the inherent cultural values of the families while supporting them within the dominant culture	Fall 2022-Fall 2023
--	---------------------

Burlington CJC Budget for Year Three

One full time salary	\$58,113
Benefits	\$20,620
Supervisor salary (2%)	\$1,390
Supervisor Benefits	\$684
Phone	\$600
Travel	\$100
Training	\$383
Total	\$81,890

The BSD will cover \$80,903 of this total, and the BCJC will make up the remaining \$987.

SPECIFICATIONS

1. Contractor shall collaborate in the following ways.
 - a. Meet with BSD and DCF on a monthly basis to discuss trends each entity has been witnessing in their respective districts, the data, what is working well, what isn't working well, successes, challenges, how to support each other, etc.
 - b. Present to the Ethnic and Racial Disparities Committee of the Children and Family Council for Prevention Programs (CFCPP) on a quarterly basis with the BSD and DCF regarding trends, successors, challenges, how to support each other, etc.
 - c. Present to the CFCPP annually with the BSD and DCF regarding trends, successes, challenges, how to support each other, and a detailed plan outlining future collaboration.
 - d. Make trainings available to partners and other organizations.
2. Contractor shall demonstrate how they have and will continue to develop trust within their communities of color.
3. Contractor shall demonstrate individual and systemic changes resulting from selected interventions. Contractor will work collaboratively with community and State partners to create systemic changes, not just changes for individual youth and families.
4. Contractor will deliver service and system changes within culturally responsive, trauma-informed, and youth and family centered approaches.
5. Contractor shall work directly with youth who are at risk of school discipline and suspension.
6. Contractor shall follow the Vermont Department of Health (VDH) guidelines for health and safety regarding the COVID-19 pandemic. Contractor may access such guidelines by following the link: <https://www.healthvermont.gov/response/coronavirus-covid-19>
7. Contractor must provide services under this agreement in compliance with applicable special conditions as set forth by OJJDP, including appropriate suitability requirements for adults interacting with minors, as detailed here: <https://www.ojp.gov/funding/explore/interact-minors>.
 - a. Contractor shall provide DCF with documentation that details the process for

- background/fingerprint checks for those who interact with minors.
8. Contractor shall ensure Federal funds are not used for food expenses.
 9. Contractor shall complete the following guides of the Cultural and Linguistic Competency Training by following this link: <https://dcf.vermont.gov/youth/council/member-resources>.
 - a. Cultural Competence Discussion Guides.
 - b. Social Determinants: Implications for Service Delivery.
 - c. Standing up to Bias: Mine, Yours, Ours.
 - d. Talking about Social Justice.
 - e. The Journey toward Cultural and Linguistic Competence.
 - f. Who are we? Exploring Issues of Racial and Ethnic Identity.

PERFORMANCE MEASURES

1. Contractor shall submit accurate and timely quarterly reports to the BSD Program Manager that shall include the following:
 - a. Detailed summary of activities conducted during the quarter that shall include the following:
 - i. Milestones achieved.
 - ii. Challenges, issues, or concerns experiences during the quarter.
 - iii. Strategies and/or actions to address any challenges, issues, or concerns.
 - iv. Provide evidence that contractor has the trust of communities of color.
 - b. The following data points, to the best of Contractor's ability and knowledge
 - i. Number of collaborative partnerships developed.
 - ii. School attendance.
 1. The number of youth who have exhibited an increase in school attendance during the quarter.
 - iii. Number and percent of youth who offend
 1. The number and percent of youth who were arrested or seen at a juvenile court for a delinquent offense during the quarter. The number of youth should reflect the number of youth that are followed or monitored for arrests or offenses.
 2. Total number of youth served.
 3. Number of youth tracked during this reporting period.
 - a. Of iii, what is the number of youth who had a new arrest or delinquent offense.
 4. Number of youth who were recommitted to a juvenile facility.
 5. Number of youth who were sentenced to adult prison.
 6. Number of youth who received another sentence.
 7. Percentage of youth served who were offending during the quarter (i/iii).
 - iv. Total number of youth served.
 1. Total number of contacts that include liaison connections and youth partnership participation.
 - c. The reporting schedule is as follows:

Report #	Reporting Period	Due Date
1	10/01/2022-12/31/2022	01/20/2023
2	01/01/2023-03/30/2023	04/20/2023
3	04/01/2023-06/30/2023	07/20/2023
4	07/01/2023-10/20/2023	10/20/2023

2. Contractor shall work with the BSD program manager to submit accurate and timely annual programmatic OJJDP federal reporting:

a. Which population(s) of youth were served during the reporting period?

i. Race/ Ethnicity:

1. American Indian/ Alaskan Native.
2. Asian.
3. Black/ African American.
4. Hispanic or Latino (of any race).
5. Native Hawaiian and Other Pacific Islander
6. White/ Caucasian.
7. Youth population not directly served.
8. Other Race.

ii. Justice:

1. At risk population (no prior offense).
2. First time offenders.
3. Repeat offenders.
4. Sex offenders
5. Status offenders.
6. Violent offenders.
7. Youth population not directly served.

iii. Gender:

1. Male.
2. Female.
3. Youth population not directly served.

iv. Age:

1. 0-10.
2. 11-18.
3. Over 18.
4. Youth population not directly served.

v. Geography:

1. Rural.
2. Suburban.
3. Tribal.
4. Urban
5. Youth population not directly served.

b. School attendance.

- i. Number and percent of youth who exhibited an increase in school attendance 6 months to 1 year after exiting the program (long term).

c. Number and percent of youth who offend.

- i. The number and percent of youth who were arrested or seen at a juvenile court for a delinquent offense during the reporting period (long term).

1. The number of youth tracked should reflect the number of youth that are followed or monitored for arrests or offenses 6-12 months after exiting the program.

ii. Number of program youth who exited services 6-12 months ago.

1. Number of youth who had a new arrest or delinquent offenses.

iii. Number of youth who were recommitted to a juvenile facility.

iv. Number of program youth who were sentenced to adult prison.

v. Number of youth who received another sentence during the reporting period.

vi. Percent of long-term recidivism (ii/i).

- d. Average length of services provided to youth during the reporting period.
 - i. Average length of time (in days) that youth received services and completed program requirements prior to exiting.
 - ii. Average length of time (in days) that youth received services and did not complete program requirements prior to exiting.
- e. Number and percent of youth completing program requirements.
 - i. The number and percent of youth who have successfully fulfilled all program obligations and requirements. The total number of youth includes those who exited the program successfully or unsuccessfully.
- f. Number and percent of families who were satisfied with the program.
 - i. The number and percent of families satisfied with the service in areas such as staff relations and expertise, general operations, facilities, materials, and service.
- g. Number of assessment studies conducted (short term)
 - i. The number of ethnic and racial disparities (ERD) assessment studies undertaken during the reporting period to determine factors contributing to ERD.
- h. Number of objective decision-making tools developed.
 - i. Report whether any objective decision-making tools were developed, such as detention risk, risk assessment, needs assessment, mental health assessment were developed to determine the supervision needs of the youth.
- i. Number of program/agency policies or procedures created, amended, or rescinded.
 - i. The number of program/agency policies or procedures created, amended, or rescinded during the reporting period.
 - 1. A policy is a plan or specific course of action that guides the general goals and directives of the program or agency. Please include policies that are either relevant to the topic area of the program or policies that affect program operations.
- j. Number and percent of youth satisfied with the program.
 - i. The number and percent of youth satisfied with the program in areas such as staff relations and expertise, general operations, facilities, materials, and service.
- k. Number of full-time employees (FTE's) funded.
 - i. The number of staff funded by this agreement as measured by the number of Full-Time Equivalents, working for the program during the reporting period.
 - 1. Please note to calculate FTE, divide the number of staff hours provided by 2080.
- l. Number of subprograms implemented.
 - i. The number of subprograms as a result of this agreement implemented during the reporting period.
- m. Number and percent of staff trained.
 - i. The number and percent of staff that are trained during reporting period.
 - 1. Please note staff includes full and part-time employees and/or volunteers. The number is the raw number of staff to receive any formal training relevant to the agreement or their position as staff. Include any training from any source or medium received during the reporting period as long as receipt can be verified. Training does not have to have been completed during the reporting period.
 - 2. Divide the raw number by the total number of staff to get the percent.
- n. Number of hours of staff training provided
 - i. The number of training hours that staff are provided during the reporting period. Training can include both in-house and external trainings.
- o. Total number of youth served.
 - i. Total number of contacts that include liaison connections and youth partnership participation.

p. The reporting schedule is as follows:

Report #	Reporting Period	Due Date
1	10/01/2022-9/30/2023	10/20/2023

Board of Finance and City Council Submission Checklist

Department: CEDO/CJC Submitter: Rachel Jolly

Title/Subject: Approval for BSD and BARJ contracts

	Approval:	Meeting Date:
☒	Board of Finance	3/20/2023
☒	City Council	3/27/2023
☐	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	3/15/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	3/15/2023	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	3/15/2023	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	3/15/2023	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	3/15/2023	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	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



OFFICE OF THE CITY ASSESSOR

City of Burlington

City Hall, Ground Floor, 149 Church St, Burlington, VT 05401 - Voice (802) 865-7114

To: Board of Finance
City Council

From: John Vickery, City Assessor
Katherine Schad, CAO
Kerin Durfee, Director of Human Resources
Tony Berry, Human Resources Manager

Date: Monday, March 20, 2023

Subject: Reclassification of one (1) position in the Assessor's Office

Executive Summary

We propose the reclassification of one (1) position in the Assessor's office as summarized below:

- Reclassification of the Associate Assessor, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 15, role to Associate Assessor, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16, role in the Assessor's Office. *Please note this request also includes Retroactive pay of approximately \$840.22 due to being effective January 01, 2023.*

Background for Associate Assessor Role

The Associate Assessor position was approved in 2008 as a full time AFSCME position in the Assessor's office after the Administrative Secretary position was eliminated. The new position includes administrative tasks, and residential property valuation appraisal duties. Raising the grade to a 16 will bring this role into alignment with similar roles in our region and assist in the retention of our current incumbent. The increased compensation will also bring our salaries into a more competitive range.

Financial Impact

The financial impact of the reclassifications can be covered in our approved FY23 budgets.

Position	Current Grade	Proposed Grade	Current Starting Salary Range	Proposed Starting Salary Range	Budget Impact
Assistant Residential Appraiser	15	16	\$53,600-\$63,805	\$57,024-\$67,914	\$3,424-\$4,109
Total Budget Impact					\$3,424-\$4,109

We also seek a retro payment from 1/1/2023 to current. This amount would be ~\$840.22. The Assessor's budget has ample funds to cover the retro payment.

Motions

Board of Finance Motion:

To recommend that City Council approve the:

- Reclassification of the Associate Assessor, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 15, role to Associate Assessor, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16, role in the Assessor's Office retroactively to January 1, 2023 and to approve and authorize associated retroactive pay of approximately \$840.22, subject to the review and approval of the Chief Administrative Officer.

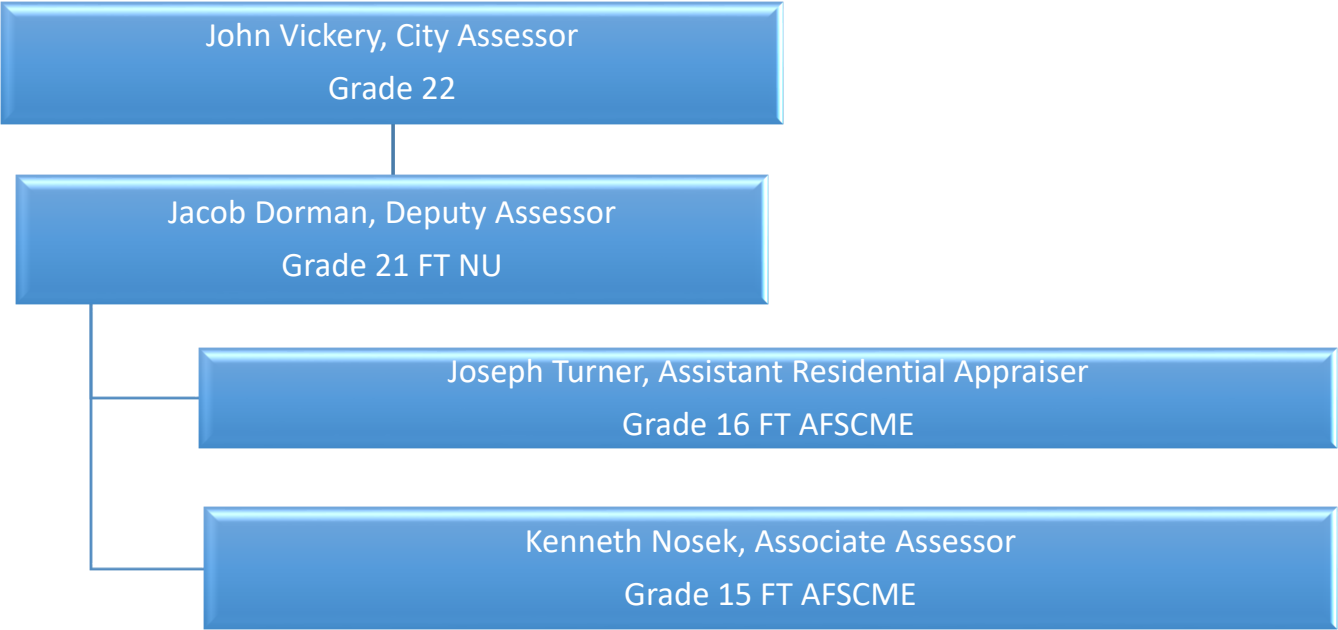
City Council Motion:

To approve the:

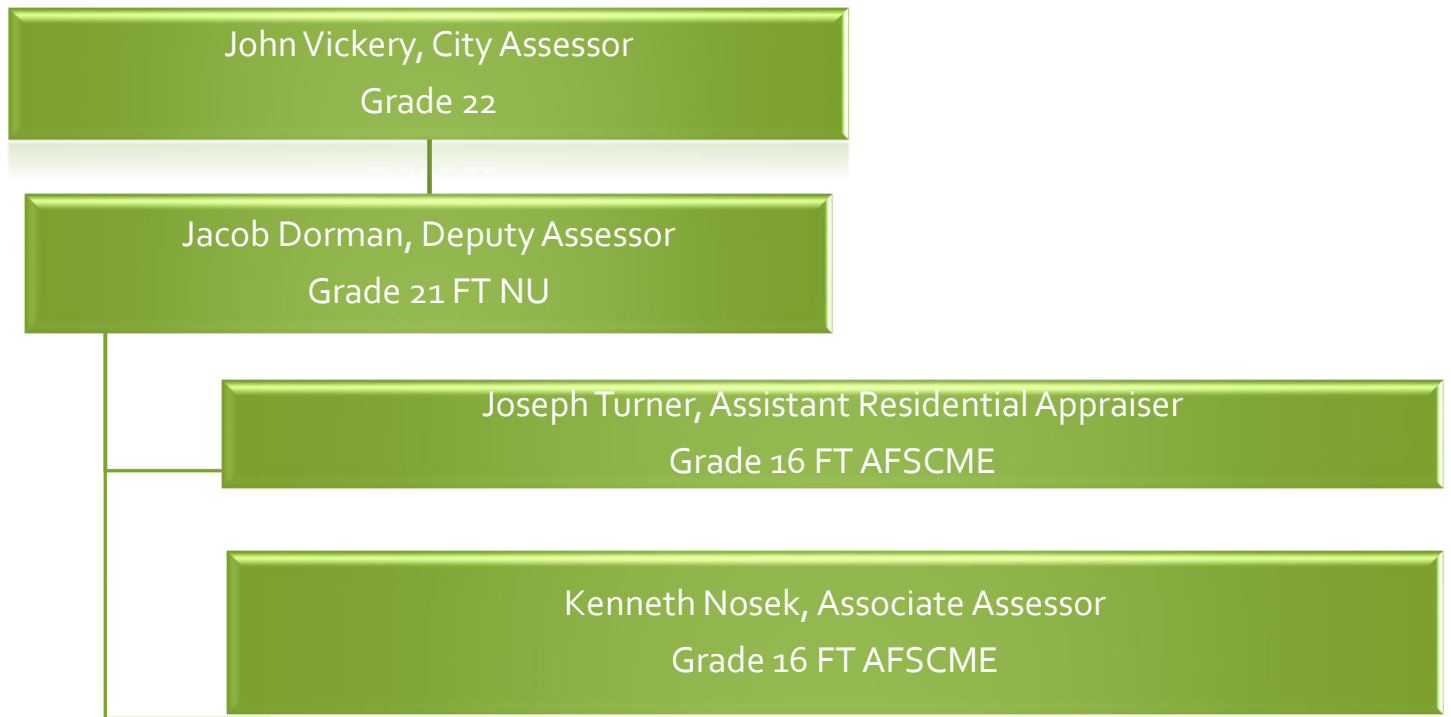
- Reclassification of the Associate Assessor, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 15, role to Associate Assessor, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16, role in the Assessor's Office retroactively to January 1, 2023 and to approve and authorize associated retroactive pay of approximately \$840.22, subject to the review and approval of the Chief Administrative Officer..

Current Organizational Chart of the Assessor's office

FY2023



Proposed Organizational Chart



**City of Burlington
Job Description**

Position Title: Associate Assessor

Department: Assessor's Office

Reports to: City Assessor

Pay Grade: ~~15~~ 16

Job Code: 1118

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose: This position is responsible for the daily administrative operations of the Assessors Department, to include conducting inspections of real estate; assisting in the preparation, review and analysis of setting fair appraised values for the Grand List. This position is also responsible for the administrative and clerical support duties for the City Assessor and Deputy Assessor

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The related job requirements and physical, mental and reasoning requirements outlined in the next two sections state the underlying requirements that an employee must meet in order to perform these essential functions. The three sections together describe the essential functions of this position)

Essential Job Functions:

- Prepares property inspections ~~list~~ and desk review of properties schedule by reviewing permits, property record cards, CAMA reports and other documents (such as deeds and maps).
- Scheduling of any property inspections performed by this role. e-property inspections.
- Provide customer service to individuals who walk in, telephone, or email as needed.
- Conducts dData cCollection from field inspections of all types of real property and business personal property.
- Maintain field property data collection data and other related real estate market information obtained by a physical inspection and by digital methods.
- Enter a variety of data on the Computer Assisted Mass Appraisal system (CAMA) and other record keeping systems.
- Estimate appraisal valuations of real property and personal property with review by the Deputy Assessor or City Assessor.
- Perform Review property transfers to determine market sale conditions.
- Assist Assessor and Deputy Assessor with the market analysis and other statistical work as required.
- Assist Administrate in the tax-property valuation appeals process including but not limited to; scheduling, mailings, assistance to tax payer with required forms and preparing the hearing packets.
- Assist the Assessor, Deputy Assessor and Board of Assessors with property valuation reviews, and notifications of the assessor's decisions.
- Maintain budget by monitoring expenditures, receive and receipt fees and funds and safeguard cash.

- Prepares and maintains the departments financial and other administrative records.
- Order department inventory of office supplies and equipment; requisition, receive, store, inventory and prepare vouchers; maintain records of filled requisition, receive, records and current inventory.
- Serve as liaison between supervisor, staff, other offices and outside groups. Provide information on department programs and policies and / or supervisor's activities and availability.
- Screen incoming mail; compose and issue routine correspondence; draft more complex responses for supervisor as needed.
- ~~Serve as administrative support to property appeal~~ Administrate for the Board of Assessors and Tax Abatement Committee liaison for taxpayer grievance, compile petitioner documents, gather evidence, and prepare addenda and record meeting minutes, tax abatement boards, compile, and prepare addenda items, background information and related documents, records, and records meeting minutes.
- Schedule appointments and make arrangements for meetings, notifying persons involved and briefing supervisors.
- Supervise and train ~~Coordinate~~ the work of a temporary staff assigned to seasonal special projects.
- Participates in preparing a variety of list and forms for the State of Vermont tax department relating to obtain state approval of the education tax rates and municipal tax rates, homestead declarations, and state sales study.
- Assist with the revision of maps.
- Maintain records and department filing system; update and add data in accordance with City retention requirements and storage schedule. Maintain resolutions, ordinances, meeting minutes, which pertain to the Assessor's office (Tax Rate Resolutions, Tapes of meeting minutes).
- Maintain and update front facing web pages of the Assessor website. This involves editing descriptive language, and posting documents. This does not include coding.
- Research, compile and organize information of land records, surveys, maps and other legal documents as required.
- Research site plan, land records and permits.
- Provide administrative support to the City Assessor and Deputy Assessor as needed.
- Perform other duties as required.

Qualifications/Basic Job Requirements:

- High school diploma or equivalent required
- ~~College degree preferred, with a minimum of t~~Two years of real estate appraisal valuation is required or six years in a related field of real estate with ~~Successfully~~successfully completed courses directly related to the fundamentals of real estate appraisal methods to value.
- A basic mass appraisal certification or license in real estate appraisal is highly preferred. The certification or license will require completed courses on the fundamentals of real estate appraisal.
- Experience in the public sector preferred.
- Ability to establish and maintain positive relations with co-workers, supervisor, staff, public officials, general public and other departments.
- Ability to learn and maintain knowledge of the purpose, objectives, legal

requirements, operations, policies and procedures for area of assignment.

- Ability to operate proficiently basic office equipment (computer, phone, copier, fax, and other).
- Ability to operate in a Windows based operating environment using word-processing, spreadsheets and database software required.
- Ability to plan, organize and coordinate workload and to meet deadlines.
- Ability to assume administrative responsibility for a departmental area and carry out tasks with minimal instruction.
- Ability to work occasional nights and weekends required.

|

Physical & Mental/Reasoning Requirements; Work Environment:

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

X	Seeing	X	Verbal contact with others	X	Lifting 25 pounds
X	Hearing/Listening	X	Face-to-face contact	X	Driving (local/over the road)
X	Clear Speech	X	Inside work	X	Analysis/Comprehension
X	Touching, X Dexterity, X Hand, X Finger	X	Ability to move distances within and between warehouses and offices	X	Judgment/decision making
X	Reading - Complex	X	Math skills - complex	X	High places
X	Writing - Complex	X	Clerical skills		
X	Works alone	X	Outside work		
X	Works with others	X	Carrying 25 pounds		

Supervision:

Directly Supervises: 0 Indirectly Supervises: 1-2

Disclaimer:

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

Clean Version of the updated Job Description Below

City of Burlington Job Description

Position Title: Associate Assessor

Department: Assessor's Office

Reports to: City Assessor

Pay Grade: 16

Job Code: 1118

Exempt/Non-Exempt: Non-Exempt

Union: AFSCME

General Purpose: This position is responsible for the daily administrative operations of the Assessors Department, to include conducting inspections of real estate; assisting in the preparation, review and analysis of setting fair appraised values for the Grand List. This position is also responsible for the administrative and clerical support duties for the City Assessor and Deputy Assessor

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The related job requirements and physical, mental and reasoning requirements outlined in the next two sections state the underlying requirements that an employee must meet in order to perform these essential functions. The three sections together describe the essential functions of this position)

Essential Job Functions:

- Prepares property inspections and desk review of properties by reviewing permits, property record cards, CAMA reports and other documents (such as deeds and maps).
- Scheduling of any property inspections performed by this role.
- Provide customer service to individuals who walk in, telephone, or email as needed.
- Conducts data collection from field inspections of all types of real property and business personal property.
- Maintain property data and other related real estate market information obtained by a physical inspection and by digital methods.
- Enter a variety of data on the Computer Assisted Mass Appraisal system (CAMA) and other record keeping systems.
- Estimate appraisal valuations of real property and personal property with review by the Deputy Assessor or City Assessor.
- Review property transfers to determine market sale condition.
- Assist Assessor and Deputy Assessor with the market analysis and other statistical work as required.
- Administrate the property valuation appeals process including but not limited to; scheduling, mailings, assistance to tax payer with required forms and preparing the hearing packets.
- Assist the Assessor, Deputy Assessor and Board of Assessors with property valuation reviews, and notifications of the assessor's decisions.
- Maintain budget by monitoring expenditures, receive and receipt fees and funds and safeguard cash.
- Prepare and maintain the departments financial and other administrative records.

- Order department inventory of office supplies and equipment; requisition, receive, store, inventory and prepare vouchers; maintain records of filled requisition, receive, records and current inventory.
- Serve as liaison between supervisor, staff, other offices and outside groups. Provide information on department programs and policies and / or supervisor's activities and availability.
- Screen incoming mail; compose and issue routine correspondence; draft more complex responses for supervisor as needed.
- Administrate for the Board of Assessors and Tax Abatement Committee liaison for taxpayer grievance, compile petitioner documents, gather evidence, and prepare addenda and record meeting minutes.
- Schedule appointments and make arrangements for meetings, notifying persons involved and briefing supervisors.
- Supervise and train the work of a temporary staff assigned to seasonal special projects.
- Participates in preparing a variety of list and forms for the State of Vermont tax department relating to the education tax rates and municipal tax rates, homestead declarations, and state sales study
- Assist with the revision of maps.
- Maintain records and department filing system; update and add data in accordance with City retention requirements and storage schedule. Maintain resolutions, ordinances, meeting minutes, which pertain to the Assessor's office (Tax Rate Resolutions, Tapes of meeting minutes).
- Maintain and update web pages of the Assessor website. This involves editing descriptive language, and posting documents. This does not include coding.
- Research, compile and organize information of land records, surveys, maps and other legal documents as required.
- Research site plan, land records and permits.
- Provide administrative support to the City Assessor and Deputy Assessor as needed.
- Perform other duties as required.

Qualifications/Basic Job Requirements:

- High school diploma or equivalent required
- Two years of real estate appraisal valuation is required or six years in a related field of real estate with successfully completed courses directly related to the fundamentals of real estate appraisal methods to value.
- A basic mass appraisal certification or license in real estate appraisal is highly preferred. The certification or license will require completed courses on the fundamentals of real estate appraisal.
- Experience in the public sector preferred.
- Ability to establish and maintain positive relations with co-workers, supervisor, staff, public officials, general public and other departments.
- Ability to learn and maintain knowledge of the purpose, objectives, legal requirements, operations, policies and procedures for area of assignment.
- Ability to operate proficiently basic office equipment (computer, phone, copier, fax, and other).
- Ability to operate in a Windows based operating environment using word-processing, spreadsheets and database software required.
- Ability to plan, organize and coordinate workload and to meet deadlines.
- Ability to assume administrative responsibility for a departmental area and carry out tasks with minimal instruction.
- Ability to work occasional nights and weekends required.

Board of Finance and City Council Submission Checklist

John Vickery, City Assessor

Katherine Schad, CAO

Kerin Durfee, Director of HR

Department: Assessor Submitter: Tony Berry, HR ManagerTitle/Subject: Reclassification of one (1) position in the Assessor's Office

	Approval:	Meeting Date:
☒	Board of Finance	3/20/2023
☒	City Council	3/27/2023
☐	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	2/27/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	2/27/2023	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	2/28/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	2/28/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Yes	2/27/2023	Tony Berry
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

MEMO

Date: March 15, 2023

To: Board of Finance / City Council

From: Jon Adams-Kollitz, Parks Project Coordinator; Sophie Sauvé, Parks Comprehensive Planner;
Cindi Wight, Director, Department of Parks, Recreation & Waterfront

Re: Oakledge Universally Accessible Playground Construction, Contract Amendments

I. Purpose

The Department of Parks, Recreation & Waterfront (BPRW) seeks approval and authorization to amend its contract agreement with Engineers Construction, Inc. (ECI) for an additional \$298,950, for a maximum limiting amount of \$1,004,388, for the construction of the Oakledge Universally Accessible Playground (OUAP) project. BPRW also seeks approval and authorization to amend its contract agreement with EIV Technical Services for an additional \$17,330, for a maximum limiting amount of \$98,248, for resident engineer services to oversee the construction of the OUAP.

II. Background

The scope of work in these contracts includes resident engineer services and the construction of the Oakledge Universally Accessible Playground (OUAP). For the playground to be universally accessible, significant earthwork was undertaken to eliminate the need for stairs or ladders on features such as an in-ground carousel. The project includes stormwater management to meet permitting requirements and the addition of new Americans with Disabilities Act (ADA)-compliant parking spaces. Paved paths will be added to/from the new parking area and from the lower pavilion to the playground and connecting the playground to the newly rehabilitated Greenway in Oakledge.

III. Process

When BPRW received the selected proposal bid from Engineers Construction Inc., it was beyond the project budget. BPRW, along with the project's designers at GroundView, with support from EIV and ECI, worked together to reduce the scope, without compromising the integrity of the project, nor the viability to add some components at a later date, such as the in-ground slide, should additional funding become available. More than three rounds of design revisions ensued, and construction started in earnest in the fall. During this time, BPRW successfully secured two additional grants (leveraging an additional \$50,000 of external funds) as well as requested and was granted permission by the Capital Committee, Board of Finance, and City Council, to use \$200,000 in bond funds towards the project. BPRW is also in active conversation with the State of Vermont's Land and Water Conservation Fund (LWCF) project administrator about securing additional funds for the project, given the increased costs of materials and labor since BPRW secured the grant for the playground at the end of 2020.

With the secured additional funds and with a spring construction restart imminent, BPRW has been working with both EIV and ECI on identifying elements that can be re-introduced into the project. The elements, which were value-engineered out of the project contract in the fall, were part of the overall original design that was thoroughly vetted with community partners at Oakledge for All throughout the 10 years of work on this project. Timing is optimal as crews will re-mobilize in the



coming weeks and are available to add essential elements that were removed early in the process to keep the project on schedule. Some of these elements include: adding in the family slide, installing the play equipment, and adding additional accessible parking and EV parking along the edge of the park. It also includes adding in additional connective paths to and from the playground to the restrooms and to the parking area. All these elements were part of the original plan and were removed due to funding constraints.

IV. Project Funding Sources, Budget, and Estimates

The OUAP Construction project funding sources are: Penny for Parks (PFP) and Park Impact Fees (PIF), bond funds, a grant from the State's LWCF, a grant from the Christopher and Dana Reeve Foundation, a grant from the State of Vermont Building and General Services, and donations raised by Oakledge for All (with the Parks Foundation acting as fiduciary representative).

BPRW is awaiting the sub-award from the State of Vermont for LWCF to seek BOF/CC approval to accept the grant for the project. The \$471,160 in grant funding is a reimbursable grant awarded by Vermont Forests, Parks and Recreation which will pay 50% of the awarded project costs. We have also requested additional funds from the State of Vermont in response to rising project costs since the grant was written in late 2020. If we receive additional grant funds, items that were removed from the scope of work will continue to be reconsidered as the budget allows. The LWCF grant also includes the renovation of the Lower Pavilion restrooms at Oakledge; a project that is in final design stages and which we aim to bid out this spring. The following chart details the project budget and anticipated costs in support of anticipated OUAP construction expenditures.

Oakledge Universally Accessible Playground Project	
Sources of Funds	
FY22 Penny for Parks	\$200,000
FY23 Park Impact Fee Funds	\$100,000
FY22 Bond	\$200,000
FY22 Bond – Playground Surfacing	\$80,000
OFA Fundraising – Donations	\$130,000
LWCF Grant (forthcoming- also a match for restroom renovations to be universally accessible at Oakledge)	\$471,160
Dana and Christopher Reeve Foundation – Quality of Life Grant	\$25,000
State of Vermont – Buildings and General Services Building Communities Grant	\$25,000
Total	\$1,231,160
Use of Funds - Phase 2 OUAP Construction Costs	
Contractor - Engineers Construction, Inc.	\$1,004,388
Resident Engineer - EIV Technical Services	\$98,918
Contingency – 5% (on above items)	\$55,165
Playground Equipment – Goric (already purchased and paid)	\$70,175



Total	\$1,228,645
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The contingency on the contract amounts listed above are intended to cover any unanticipated costs that may come up as part of the OUAP project.

V. SCHEDULE

The updated Construction schedule is as follows:

- April 2023: Construction resumes
- June 2023: Construction completed + Playground Opening

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council authorize the execution of a contract amendment with Engineers Construction, Inc. for a price not to exceed \$1,004,388 for the Oakledge Universally Accessible Playground Project, and the execution of a contract amendment with EIV Technical Services for a price not to exceed \$98,918, and to authorize Cindi Wight, Director of Parks and Recreation, to execute the contract amendment and any related documents needed to carry out the project, subject to the review of the City Attorney's Office.

City Council Motion:

To approve and authorize the execution of a contract amendment with Engineers Construction, Inc. for a price not to exceed \$1,004,388 for the Oakledge Universally Accessible Playground Project, and the execution of a contract amendment with EIV Technical Services for a price not to exceed \$98,918, and to authorize Cindi Wight, Director of Parks and Recreation, to execute the contract and any related documents needed to carry out the project, subject to the review of the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Department: Parks, Recreation and Waterfront Submitter: Sophie Sauvé

Title/Subject: Oakledge Universally Accessible Playground Project Construction – Contract Amendments

	Approval:	Meeting Date:
☒	Board of Finance	3/20/2023
☒	City Council	3/27/2023
☐	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	3/14/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	3/14/2023	Click or tap here to enter text.
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	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	3/15/2023	Kyle Clauss
CAO has reviewed budget, financing, and memo	Yes	3/15/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

Board of Finance and City Council Submission Checklist

Department: Police Submitter: Acting Chief of Police Jon Murad

Title/Subject: Personnel changes: Reclassification for Fire / Police Accountant

	Approval:	Meeting Date:
☒	Board of Finance	3/20/2023
☒	City Council	3/27/2023
☐	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	3/14/2023	Click or tap here to enter text.
Mayor's Office informed	Yes	3/15/2023	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/15/2023	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	3/15/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Yes	3/15/2023	Kerin Durfee Lynn Reagan
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



**POLICE DEPARTMENT
CITY OF BURLINGTON**

TO: Board of Finance and City Council
FROM: Acting Chief of Police Jon Murad
Kerin Durfee, Director of Human Resources
DATE: March 15, 2023
RE: Reclassification of Fire/Police Accountant position

Executive Summary:

The Burlington Police Department seeks to reclassify and regrade the Fire/Police Accountant. We propose the following:

- Reclassification of the Fire/Police Accountant, from a Regular, Full-time, Non-Exempt, AFSCME, Grade 17 position to a Regular, Full-time, Non-Exempt, AFSCME, Grade 18 position.

Role Description:

We respectfully request your approval of the reclassification of the regular, full-time, AFSCME, non-exempt, Grade 17 Fire/Police Accountant to regular, full-time, AFSCME, non-exempt, Grade 18.

The Fire/Police Accounting position has not been reclassified in seventeen (17) years. The position is responsible for monitoring and maintaining the police department budget, including programs as varied as educational incentives and reimbursement, ongoing contracts with animal-care facilities, and staying on top of the current churn of employees, with a change-of-status volume that the BPD has never seen, driven not only by departures but also by several new roles and intra-departmental movement (e.g., CSOs transitioning to police officers).

Furthermore, the position's grade is currently out-of-step with other City positions that have been more recently reviewed. To foster the City's general goals around fairness, the police department seeks to address this grade discrepancy, and, after discussion with H/R, the position has been regraded to ensure those goals are now met.

Financial Impact:

Position	Current Grade / Step	FY23 Salary	Proposed Grade / Step	FY23 Reclassified Salary	FY23 impact
Fire / Police Accountant	17 / 15	\$72,434.96	18 / 15	\$77,503.40	> \$5,068.440 (actual FY23 impact will be ≈ \$1,270)

The position will not result in any additional staff. It will remain a full-time, AFSCME position.

Board of Finance Motion

To approve and recommend that the City Council approves and authorizes the reclassification of the Fire/Police Accountant, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17 position to a Regular, Full-time, Non- Exempt, AFSCME, Grade 18 position.

City Council Motion

To approve and authorize the reclassification of the Fire/Police Accountant, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17 position to Fire/Police Accountant, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, position.

Respectfully and sincerely,



Jon Murad
Acting Chief of Police

City of Burlington Job Description

Position Title: Senior Network Administrator

Department: Police

Reports to: Deputy Chief Administration

Pay Grade: ~~18~~-19

Job Code: 349

Exempt/Non-Exempt: Non-Exempt

Union: Non-Union

General Purpose:

This position is the primary network technician for the Burlington Police Department, and is the end-user support specialist overseeing all HelpDesk requests, and leading the deployment of new technologies as public safety technologies change. This work must all be carried out in the unique physical security and cybersecurity environment of the police department, including the need to adhere to federal laws around Criminal Justice Information Systems (CJIS). This position is responsible for management of all aspects of department or building Local Area Network (LAN) and Wide-Area Network (WAN) operations and administration of all related hardware, software, and peripherals. This position is responsible for technical and administrative work of considerable difficulty and is involved in the planning, analysis, design, operation, maintenance, security, and support of the Burlington Police Department's public safety technology infrastructure. The position requires expert understanding of network security protocols and the ability to achieve and maintain a modern cybersecurity environment. In addition, the position works in coordination with the City of Burlington's IT team, technology consultants, State of Vermont technology vendors/departments, and various technology support vendors. This position supervises the HelpDesk staff and IT support for the Burlington Police Department.

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

- Manages the operations of the Police Department's IT, including supervising IT staff.
- Manages the planning, design, installation, operation, maintenance, and repair of the City's public safety technology infrastructure including but not limited to mission-critical radio communications networks, Automatic Vehicle Location (AVL) units, fingerprint readers, body camera technology, new technologies as approved and adopted, city-wide access control, and city-wide video security cameras systems and associated components and applications, in order to maintain and consistently improve security, reliability, performance, and capacity.

- Identify security risks and implement protection processes; educate users; and monitor systems to protect the agency and network integrity.
- Participate in CISA ([Cybersecurity and Infrastructure Security Agency](#)) and NIST ([National Institute of Standards and Technology](#)) trainings to remain current with best practices.
- Responsible for delivery of end-user support activities, and supervises all technology support staff.
- Maintains reliable connectivity to an ISP ([Internet Service Provider](#)) for Internet access including but not limited to maintaining contracts, quality of service, and planning disaster-recovery access.
- Proactively troubleshoots and solves complex issues relating to computer and information technology systems.
- Develops, in association with management and risk management, the Police Department's information security policies and procedures.
- Develops, implements, and maintains initiatives to ensure system availability, performance, design and support.
- Troubleshoots and solves technical issues related to local and wide area network.
- Monitors LAN performance including but not limited to, server, backup control systems, workstation, and other devices (firewall, backup system) maintenance, modifications, upgrades, and repairs which embrace industry best practices.
- Reviews and make recommendations on LAN and WAN upgrades, modifications and related purchases.
- Provides support for mobile hardware, e.g., Mobile Data Terminals, iOS/Android devices, etc.
- Responsible for computers and tablets including but not limited to evaluating and recommending hardware and operating system software requirements, setting up access, security and availability.
- Maintains up-to-date knowledge of IS operating procedures and standards as well as changing technologies and IP-based telephony and maintaining CJIS/FBI compliance to stay current with public safety demands.
- Act as a liaison for the Police Department with other technical support staff/vendors and employees as needed, includes support regarding software problems, updates, fixes, new releases, and change requests.
- Supervises the Application Technology Support Specialist (i.e., HelpDesk staff).
- Maintain, monitor and ensure the integrity of applications and server infrastructure, including but not limited to: conducting end-user set up; adding and deleting users; issuing, renewing, and maintaining passwords; carrying out routine system virus scans and virus file updates; etc.
- Manages the Police desktop services and business applications teams in the monitoring, organizing, coordinating, and response to repair and problem requests and alerts.

- Installs, configures, and maintains all Microsoft Active Directory domain, DHCP ([Dynamic Host Configuration Protocol](#)), DNS ([Domain Name System](#)), Certificate Authorities, file, print, email, and VoIP ([Voice Over Internet Protocol](#)), as well as all applicable operating systems, licensing, and support applications.
- Creates and maintains complete documentation and drawings for all domain and LAN infrastructure.
- Develops, implements, and enforces policies, procedures, and standards for the server and LAN environment.
- Maintains licensing for all server operating systems, software and network license applications.
- Assists in preparing annual operating and capital budgets for area of responsibility.
- Initiates, facilitates, and promotes activities to foster information security awareness within the organization. Provides direct information security training to the workforce.
- Monitors internal control systems to ensure that appropriate information access levels and security clearances are maintained.
- Keeps abreast of emerging security risks and best practices. Performs information security risk analysis and periodic information system activity reviews for information security processes Proactively addresses server issues, various technology issues, and application issues, and takes appropriate actions to ensure maximum operational efficiency. This is critical to a 24/7/365 public safety operation.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- ~~Regular attendance is necessary and is essential to meeting the expectations of the job functions.~~
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to learn and effectively operate within all departmental, City regulations and program standards.
- Ability to improve service to internal and external customers is required as is a high level of personal creativity, initiative and enthusiasm to work within a constantly changing organization.
- Demonstrates working knowledge of the Police Department's digital and IP-based telephony systems.
- Maintains positive and supportive relationships with coworkers and clients.
- Provides adequate and timely responses to requests for services. Documents requests for services as directed.
- Provides reports on services rendered and projects/plans for future needs/demands.
- Must be able to understand and manage competing needs for technology support services in a dynamic working environment.

- Adapts to changing technologies to meet demand of prioritized initiatives.
- Assists with the developing and maintenance of Information Systems procedures.
- Leads design and implementation of technology solutions; soliciting input and direction from the Chief of Police or his/her designee(s).
- Makes policy recommendations on information systems use and service.
- Provides “on call” support as needed for the department’s 24/7 emergency operations.
- Provides backup, support and guidance for other information systems staff.
- Ensures and maintains reliable Internet connectivity, system security, data recovery, and uptime.
- Position may require the operation of City vehicles and/or personal vehicles in order to conduct City business.
- Installs and maintains Data Storage Area Network.
- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Proof of COVID-19 vaccination required, reasonable accommodations will be considered.
- Bachelor of Science degree in Computer Science, or related field, five (5) years related work experience can be substituted for the education requirement; and a minimum of three (3) years’ experience supporting LANs, WANs is required.
- Microsoft Certified Systems Administrator (MCSA) or Engineer (MCSE) preferred.
- Experience working in a Public Safety environment preferred.
- Ability to prioritize and multi-task multiple information system related requests and projects continually.
- Ability to obtain and maintain certifications in multiple proprietary software and hardware applications.
- Ability to learn and effectively operate within all Departmental, City, State and Federal regulations and program standards.
- Must have strong analytical skills with experience resolving information systems’ problems in a diverse hardware and software environment.
- Ability to establish and maintain positive working relationships with co-workers and the public in a team environment.
- Must be able to listen to and appropriately react to supervisor's constructive criticism to improve employee performance.
- Ability to organize and prioritize workflow.
- Must possess strong interpersonal communication skills.

- A strong desire to improve service to internal and external customers is required.
- Possess a high level of personal creativity, initiative and enthusiasm to work within a constantly changing organization.
- Demonstrated ability to complete assignments with intermittent direction and supervision.
- Must complete a [Personal History Information packet](#) and pass a criminal background check.
- Ability to identify and implement industry best-practices.
- Ability to travel to and from various work sites within the City of Burlington.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to obtain a valid driver's license within 45 days of hire and the continued maintenance of a valid driver's license. Operation of a City vehicle or personal vehicle to conduct City business without providing proof of a valid driver's license to Human Resources will not be permitted. A valid driver's license shall be defined as a current state of residence-issued license to operate a motor vehicle on public roadways. Position also requires the ability to be covered under the City's vehicle insurance policy prior to operation of any City vehicles or non-City vehicles for City business.
- Ability to work nights, weekends and holidays as required.

Physical Mental/Reasoning Requirements; Work Environment:

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

x seeing	x ability to move distances	x lifting(specify)
x color perception	within and between	30 pounds
(red, green, amber)	warehouses/offices	___ carrying (specify)
x hearing/listening	___ climbing	___ pounds
x clear speech	___ ability to mount and	___ driving (local/over
x touching	dismount forklift/truck	the road)
x dexterity	x pushing/pulling	
x hand		
x finger		
___ reading - basic	___ math skills – basic	x analysis/comprehension
x reading – complex	x math skills – complex	x judgment/decision making
___ writing – basic	x clerical	
x writing - complex		
___ shiftwork	___ outside	___ pressurized equipment
x works alone	___ extreme heat	___ moving objects

x works with others	☐ extreme cold	☐ high places
x verbal contact w/others	☐ noise	☐ fumes/odors
x face-to-face contact	☐ mechanical equipment	☐ hazardous materials
x inside	x electrical equipment	x dirt/dust

Supervision:

Directly Supervises: 1

Indirectly Supervises: 0

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

02/25/2023

#

Board of Finance and City Council Submission Checklist

Department: POLICE Submitter: Jon Murad, acting Chief of Police

Title/Subject: Reclassification and Title Change – POLICE Senior Network Administrator

	Approval:	Meeting Date:
☒	Board of Finance	3/20/2023
☒	City Council	3/27/2023
☐	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	3/15/2023	Chief Murad
Mayor's Office informed and approved memo	Yes	1/31/2023	Jordan Redell
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A		Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	2/1/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	1/31/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	3/15/2023	Lynn Reagan
CIO, if an IT-related investment/purchase	N/A	2/3/2023	Scot Barker made aware

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?	No	Click or tap here to enter text.



**POLICE DEPARTMENT
CITY OF BURLINGTON**

TO: Board of Finance and City Council
FROM: Acting Chief of Police Jon Murad
DATE: March 15, 2023
RE: Reclassification and Retitle Network Administrator to Senior Network Administrator

EXECUTIVE SUMMARY:

The Network Administrator is one of two technology positions that are currently vacant at the Burlington Police Department. This is a key position in supporting the Police network infrastructure and the agency's diverse and unique services. The Department seeks to update the Network Administrator job description to acknowledge the increased demand on attention to network security, particularly with regard to compliance with federal laws governing criminal justice information (CJIS), and to acknowledge that the position will now supervise the Application & Technology Support Specialist. This reclassification is expected to attract qualified candidates and thereby fill the position as soon as possible.

SPECIFIC RECLASSIFICATION AND RETITLING REQUESTS:

Retitle the Network Administrator, a Regular, Exempt, Non-Union, Grade 18 (\$64,755 to \$77,194) position to Senior Network Administrator, a Regular, Exempt, Non-union, Grade 19 (\$70,147 to \$83,664) position.

ROLE DESCRIPTIONS:

Network Administrator

This position is the primary network technician for the Burlington Police Department, and is the end user support specialist handling all help desk requests. The position assists with the deployment of new technologies as public safety technologies change, from mobile computers in police cruisers to portable radio technology and much more. This position is responsible for management of all aspects of police headquarters' Local Area Network (LAN) and Wide-Area Network (WAN) operations and the administration of all related hardware, software, and peripherals. This position is responsible for technical and administrative work of considerable difficulty and is involved in the planning, analysis, design, operation, maintenance, security, and support of the City's public safety technology infrastructure. For example, during the COVID emergency, when the City opened and operated an emergency command center at police headquarters, from which most city administrative functions were run during the early days of the pandemic, the network administrator facilitated the technology support for that endeavor. This position reported to the Business Manager.

Senior Network Administrator

In addition to the duties above, the position now requires supervisory responsibilities: this position will also supervise the HelpDesk staff and IT support for the Burlington Police Department. Additionally, and more than ever, the position also requires a high degree of understanding and delivery of network security protocol in the modern cybersecurity environment. The Senior Network Administrator is responsible for identifying areas of security risks and implementing protection processes; educating users; and monitoring systems to protect the agency and network integrity. This retitled and reclassified position will report to the Deputy Chief of Administration.

FINANCIAL IMPACT:

This reclassification will not require any changes to the approved FY23 budget because savings have been realized through the vacancy of both the Network Administrator position and the Application & Technology Support Specialist (i.e., HelpDesk) position. These two positions have been and are currently vacant (through March 2023). The temporary employee hours and vendor contracts that have replaced some of this work are less than the expected salaries and benefits of both positions if or when they are filled. These savings will more than make up for the increase through this proposed reclassification. The Grade increase provides the position with \$5,392 to \$6,473 more annually.

MOTION FOR BOARD OF FINANCE

To approve and recommend that the City Council approve the following:

- The reclassification and retitling of the Network Administrator, a Regular, Full-Time, Exempt, Non-Union, Grade 18 position to Senior Network Administrator, a Regular, Full-Time, Exempt, Non-Union, Grade 19 position.

MOTION FOR CITY COUNCIL

To accept the Board of Finance recommendation and approve the following:

- The reclassification and retitling of the Network Administrator, a Regular, Full-Time, Exempt, Non-Union, Grade 18 position to Senior Network Administrator, a Regular, Full-Time, Exempt, Non-Union, Grade 19 position.

Respectfully and sincerely,


Jon Murad
Acting Chief of Police



MEMORANDUM

TO: Board of Finance and City Council

FROM: Megan Moir, DPW Division Director of Water Resources
Corey Mims, Senior Public Works Engineer

DATE: March 20, 2023

CC: Norm Baldwin, DPW Division Director of Technical Services/City Engineer
Chapin Spencer, DPW Director

RE: CY22 Street Reconstruction Program Contract Amendment for Additional Water Resources Infrastructure Work on Birchcliff Parkway

REQUEST:

The Department of Public Works ("DPW") and its Water Resources Division seeks approval and authorization to execute an increase in maximum limiting authorization for the S.D. Ireland Brothers to the Calendar Year 2022 Street Reconstruction Program contract in the amount of \$68,179.13 and for a total authorized expenditure amount of \$2,979,535.11. This is to allow for wastewater and stormwater infrastructure work on Birchcliff Parkway to be coordinated with completed as part of the paving project.

BACKGROUND:

The paving work on Birchcliff Parkway is part of the Calendar Year 2022 paving program list. To allow the contractor more time and provide the City more favorable bids, the CY22 Street Reconstruction Program Contract completion date was extended until June 30, 2023 (end of fiscal year 2023). The work is anticipated to be completed within the limits of the current contract term.

Previous Contract Authorizations:

On April 11, 2022 the DPW received approval and authorization from the Board of Finance and City Council to execute a construction contract and Change Order #1 with S.D. Ireland Brothers Corporation for the Calendar Year 2022 Street Reconstruction Program in the amount of \$2,482,297.50 with an additional \$248,229.75 (~10%) in contingency funds, totaling \$2,730,527.25. A portion of the work and funding (\$88,440) for that initial contract was for Water Resources infrastructure work at Franklin Square, which was closely coordinated with the paving work. Coordinating subsurface utility work with paving ensures that the paving investment is maximized by reducing the risk of future utility failures that require excavations.

On September 19, 2022 DPW received approval and authorization to execute an amendment to the previously executed contract and Change Order with S.D. Ireland Brothers Corporation for the Calendar Year 2022 Street Reconstruction Program for an additional \$155,828.73 in base contract value and increasing the contingency by \$25,000, resulting in a total contract base value of \$2,710,424.79 and a total remaining contingency of \$200,931.19, for a total authorized contract expenditure in the amount of \$2,911,355.98. This was to accommodate additional Water Resources work that was identified on North Avenue. In that request, staff indicated that

additional review was being performed on the remaining CY22 Paving Contract streets (Allen Street, Flynn Ave and Birchcliff Parkway).

Reason for Current Authorization Increase Request:

While no additional high priority infrastructure needs were identified on Flynn Avenue or Allen Street, the review identified a significant number of Wastewater and Stormwater collection system infrastructure needs on Birchcliff Parkway including pipe, manhole and catch basin replacement. Based on contractor pricing the cost of the additional Birchcliff Parkway work is \$85,880, with a recommended 10% contingency of \$8,588. Note that Birchcliff Parkway does also have drinking water infrastructure investment needs, however, there is not sufficient funding available within the FY23 Drinking Water Budget to pursue these capital improvements given that our 2016 Water Bond authorization has been fully drawn down.

Following completion of the previously authorized water resources work, there is \$26,288.87 of unspent water resources funds (\$20,336.90 of contract authorization and \$5,951.97 contingency) to be repurposed in support of the Birchcliff additional water resources work. The remaining cost of this additional work after those funds are applied (\$59,591.13) and additional contingency (\$8,588) will require an increase to the current maximum limiting (\$2,911,355.98) amount by \$68,179.13 for a resulting new maximum limiting amount of \$2,979,535.11.

<u>Increase to Maximum Limiting Amount Calculation</u>	
Change Order Value for Birchcliff	\$85,880.00
Apply remaining unspent contract funds	-\$20,336.90
Use remaining previous contingency	-\$5,951.97
Additional contingency authorization	\$8,588.00
Increase to Maximum Limiting Amount Calculation	\$68,179.13

FUNDING:

In addition to the remaining unused contract funds for water resources work (\$20,336.90) and use of remaining previously authorized water resources contingency (\$5,951.97), funding for the remaining costs (\$59,591.97) and new contingency (\$8,588) for the proposed improvements is available in the Repair and Maintenance and Capital expense lines of the Stormwater and Wastewater FY23 budgets.

MOTIONS:

The Department of Public Works' Water Resources Division respectfully requests that the Board of Finance and City Council approve the following motions:

Board of Finance Actions:

1. To approve and recommend that the City Council authorize the Director of Public Works to execute an amendment to the Calendar Year 2022 Street Reconstruction Program contract with S.D. Ireland Brothers to effect a maximum limiting amount increase of \$68,179.13 to the previously authorized contract expenditure limit with S.D. Ireland of \$2,911,355.98, for a total authorized maximum contract expenditure of \$2,979,535.11, provided that all these authorizations are contingent on the contract and any amendment thereto having the prior approval of the City Attorney and Chief Administrative Officer.

City Council Actions:

1. To approve and authorize the Director of Public Works to execute an amendment to the Calendar Year 2022 Street Reconstruction Program contract with S.D. Ireland Brothers to effect a maximum limiting amount increase of \$68,179.13 to the previously authorized contract expenditure limit with S.D. Ireland of \$2,911,355.98, for a total authorized maximum contract expenditure of \$2,979,535.11, provided that all these authorizations are contingent on the contract and any amendment thereto having the prior approval of the City Attorney and Chief Administrative Officer.

Thank you for your consideration of this request.

Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Megan Moir
 Calendar Year 2022 Street Reconstruction Program Contract Amendment for
 Title/Subject: Water Resources Infrastructure Work on Birchcliff Parkway

	Approval:	Meeting Date:
☒	Board of Finance	3/20/2023
☒	City Council	3/27/2023
☐	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	3/14/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	3/15/2023	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/15/2023	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	3/15/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A		
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?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

Board of Finance and City Council Submission Checklist

Department: Public Works Department Submitter: Corey Mims

Title/Subject: FY23 Expense Authorization Champlain Parkway Project

	Approval:	Meeting Date:
☒	Board of Finance	3/20/2023
☒	City Council	3/27/2023
☐	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	3/14/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	3/15/2023	Jordan Redell
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	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	3/15/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	3/15/2023	Kathrine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: City of Burlington, Board of Finance and City Council

FROM: Corey Mims, PE, Senior Public Works Engineer
Norman Baldwin, PE Assistant Director of Public Works/City Engineer

DATE: March 20, 2023 BOF

CC: Chapin Spencer, Director of Public Works
Laura Wheelock, P.E., Senior Public Works Engineer
Ashley Parker, Capital Program Director

RE: FY23 Expense Authorization Champlain Parkway Project

Request:

The Department of Public Works ("DPW") is requesting the Board of Finance approve and recommend that the City Council authorize an increase to the Champlain Parkway FY23 Expense Authorization from \$16,777,998.03 to \$23,092,317.91 to continue approved project activities in FY23, and further approve and authorize the Chief Administrative Officer to execute a budget adjustment and transfer for the usage of an additional \$119,729.97 of Street Capital for local match in furtherance of the Expense Authorization increase, as further detailed in Attachment A.

Background:

On September 13, 2021 DPW staff presented to the Board of Finance and City Council the South End Construction Coordination Plan which introduced the idea of a two-phase construction of the Champlain Parkway Project – as part of an overall sequencing plan for South End capital projects, to minimize community impacts. With Council support, the Champlain Parkway Project team split the project's construction into two separate construction phases, the "Initial" and "Final" phases.

On April 25, 2022 the City of Burlington approved the authorization to execute the Champlain Parkway Initial Construction Contract with SD Ireland Kubricky JV LLC in an amount of \$40,980,143.40 with an additional \$4,098,014 (10%) in contingency funds, totaling up to \$45,078,157.40.

This memo and related motions seek to increase the FY'23 expenses for the Champlain Parkway's Initial Construction Contract due to:

- A faster pace of construction than was originally projected
- The need to accurately reflect FY'23 projected budgeted expenses after past budgeted amounts for the multi-year project have been reconciled

The proposed increase in FY'23 project expenses remain well within the overall maximum limiting amount for the Initial Construction Contract.

At the time the council approved the FY22 City Budget we estimated that construction expenses would be steady through the life of the project with a decrease during winter shutdowns.

The contractor has made significant progress on the initial construction contract and are ahead of the anticipated construction schedule on which the current FY23 budget is based. With the accelerated construction schedule, approved construction change orders, and ongoing legal work, we are close to exhausting our authorized FY23 expense budget.

Given the pace of the project and the contractor's desired early completion of the Initial Construction Contract (Winter 2023/Spring 2024), the City will need to increase the FY23 expense authorization. It is anticipated that the remaining Initial Construction contract expense would be incurred in FY24. The FY24 Project Budget is still being updated based on the accelerated construction schedule and will be presented to council later this Spring.

There remains one legal challenge to the project. The Pine Street Coalition and Fortieth Burlington are challenging the Federal environmental review process for the project. A ruling is expected in June 2023.

For the public, project information can always be found on the project's website: www.champlainparkway.com. There is also a mailing list sign up on the website so stakeholders can stay up to date on construction and other news. Councilors are welcome to reach out to the project team with specific questions:

- Norm Baldwin, nbaldwin@burlingtonvt.gov
- Corey Mims, cmims@burlingtonvt.gov

Financials:

The funding for this would continue to be under the city's Cooperative Agreement with VTrans. The funding breakdown for this grant is 95% Federal, 3% State, and 2% Local Match.

This additional FY'23 local match component is still well within the projected overall local match for the Initial Construction Contract.

Clarification:

The amount shown in the [FY22 Capital Budget](#) does not reflect the additional actual funds that were received by the project at the start of FY22. The approved FY22 [Capital Budget](#) showed the entire amount of expenses the Project Team projected that year, rather than the additional budgetary need for that year. The additional FY22 City contribution for the project was \$2,203,735; while the project's projected expenses were \$10,788,110.00. The total budget is a compilation of Federal and State grant funding, with a local match comprised of Capital bond and Street Capital dollars.

The Project Team is highlighting this issue to clarify the project's overall budget to-date to make sure that there is no confusion. Below is a table that details the approved budgets for this project by year.

FY21	FY22		FY23	
Total Project Budget	New Budget Request	Total Project Budget	New Budget Request	Total Project Budget
\$ 9,900,000.00	\$ 2,203,735.00	\$ 12,103,735.00	\$ 9,359,356.00	\$ 21,463,091.00

Attachments

A. FY23 Champlain Parkway Expense Authorization Request 3.14.23

Motions

Actions for Board of Finance:

1. To approve and recommend that the City Council authorize an increase to the Champlain Parkway FY23 Expense Authorization from \$16,777,998.03 to \$23,092,317.91 to continue approved project activities in FY23, and further approve and authorize the Chief Administrative Officer to execute a budget adjustment and transfer for the usage of an additional \$119,729.97 of Street Capital for local match in furtherance of the Expense Authorization increase, as further detailed in Attachment A.

Actions for City Council:

1. To authorize an increase to the Champlain Parkway FY23 Expense Authorization from \$16,777,998.03 to \$23,092,317.91 to continue approved project activities in FY23, and further approve and authorize the Chief Administrative Officer to execute a budget adjustment and transfer for the usage of an additional \$119,729.97 of Street Capital for local match in furtherance of the Expense Authorization increase, as further detailed in Attachment A.

ATTACHMENT A: FY23 CHAMPLAIN PARKWAY EXPENSE AUTHORIZATION REQUEST

	FY23 (July 1 2022 - June 30, 2023)						FY24 (July 1 2023 - June 30, 2024)				
	FY23 Expenses to Date 3.6.23	Construction	Construction Engineering	Anticipated Total	GF Non_Part	2% Local Match	Construction	Construction Engineering	Total	GF Non_Part	2% Local Match
Deloitte		\$ 208,335.08		\$ 208,335.08		\$ 4,166.70			\$ -		\$ -
Dunkiel Saunders/Saunders Hand	\$ 154,114.98	\$ 179,526.00		\$ 333,640.98		\$ 6,672.82	\$ 334,000.00		\$ 334,000.00		\$ 6,680.00
CHA-Contract Admin	\$ 324,587.48	\$ 300,000.00		\$ 624,587.48		\$ 12,491.75	\$ 600,000.00		\$ 600,000.00		\$ 12,000.00
City Personnel	\$ 62,275.19	\$ 178,073.41		\$ 240,348.60		\$ 4,806.97	\$ 254,769.52		\$ 254,769.52		\$ 5,095.39
MPM (D&K)	\$ 71,190.00	\$ 63,135.60		\$ 134,325.60		\$ 2,686.51	\$ 126,745.89		\$ 126,745.89		\$ 2,534.92
State of Vermont (Local Share Only)		\$ 60,000.00		\$ 60,000.00		\$ 1,200.00	\$ 60,000.00		\$ 60,000.00		\$ 1,200.00
Resident Engineering & QEP (WSP)	\$ 969,854.66	\$ 690,817.30		\$ 1,660,671.96		\$ 33,213.44	\$ 1,625,000.00		\$ 1,625,000.00		\$ 32,500.00
DPW Share of BED Utility Work		\$ 208,823.00		\$ 208,823.00		\$ 4,176.46			\$ -		\$ -
Construction Contractor (Participating)	\$ 11,934,886.11	\$ 6,076,766.10		\$ 18,011,652.21		\$ 360,233.04	\$ 16,026,686.00		\$ 16,026,686.00		\$ 320,533.72
Construction Contractor (Non-Part.)	\$ 696,277.20	\$ 913,655.80		\$ 1,609,933.00	\$ 1,609,933.00		\$ 1,609,933.00		\$ 1,609,933.00	\$ 1,609,933.00	
	\$ 14,213,185.62	\$ 8,879,132.29		\$ 23,092,317.91	\$ 1,609,933.00	\$ 429,647.70	\$ 20,637,134.41		\$ 20,637,134.41	\$ 1,609,933.00	\$ 380,544.03

	Local Match
FY23 Budgeted	\$ 309,917.73
Street Capital Additional	\$ 119,729.97



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: City of Burlington, Board of Finance

FROM: Madeline Suender, Associate Public Works Engineer
Laura Wheelock, PE, Senior Public Works Engineer

DATE: March 20, 2023

CC: Chapin Spencer, Director of Public Works
Norman Baldwin, P.E. Assistant Director of Public Works/City Engineer

RE: Authorization of Sidewalk Reconstruction Program Project Budget and Construction Contract

Request

The Department of Public Works (DPW) seeks approval and authorization from the Board of Finance to execute a contract with S.D. Ireland Brothers Corporation (SDI) for the Calendar Year 2023 Sidewalk Reconstruction Program for a contract of up to \$554,247.80 with an additional \$55,424.78 (10%) in contingency, totaling \$609,672.58.

Background

In 2016, the City of Burlington proposed the Sustainable Infrastructure Plan (SIP) – overwhelmingly approved by voters – which sought to rebuild core assets, including neighborhood infrastructure. Under the SIP nearly 18 miles of Burlington’s sidewalk network has been reconstructed, resulting in an average of 3 miles of sidewalk replaced annually. The original SIP bond funding for sidewalk work concluded with FY21 but a smaller additional General Obligation Bond of \$23.8M was approved by voters at March 2022 Town Meeting Day to address many municipal capital needs including augmenting sidewalk work in CY23, CY24 and CY25.

To continue enhanced sidewalk production for FY24, DPW seeks to move forward with a contract with SDI. DPW issued an Invitation for Bids in February 2023, and opened competitive bids for the construction of this project on March 8, 2023. Two bids were received in response to the Invitation for Bids, SDI and Dirt Tech, with SDI as the low bidder. After a Bid Analysis, SDI’s unit prices were found to be generally in line with that of the Engineer’s Estimate prepared by the City and found to be fair and reasonable with market prices for this work and current inflation rates.

If approved, SDI is anticipated to begin their work no sooner than July 1, 2023 to replace ~3,375 linear feet (~.64 miles) of sidewalk throughout our sidewalk network and complete the contract by November 2023. This contract combined with sidewalk replacement through DPW’s in-house work (~5,185LF/.98 miles) achieves a total of 1.62 miles. Including other standalone capital

projects that have sidewalk components (~3,560LF/1.1 miles) gives the City an annual production total of ~2.7 miles. This is just under the Administration's 3 mile goal and almost triple the 1 mile/yr pre-2016 average. Do note that inflationary impacts coupled with the smaller 2022 voter-approved bond are constraining production this year and will most likely constrain production in future years. If we exclude the standalone capital projects that include sidewalk work, we are only able to fund 1.62 miles of reconstructed sidewalk in the coming year.

CY23 sidewalk work will also include construction of Americans with Disability Act (ADA) accessible ramps and driveway apron reconstruction within the project area. These sections of sidewalk are in poor condition and may not fully meet ADA requirements. Improving these sections and associated crosswalks will better accommodate pedestrians and provide improved pedestrian connectivity throughout the City. This work will also include a raingarden bump out on the corner of Grant Street and North Union Street as part of the Old North End Greenway hardscape efforts. This will add stormwater and bike facility benefits. This will be paid for with Stormwater and Transportation funds.

Opportunities for new crosswalks and configuration changes are evaluated and will be implemented where applicable to meet current standards. This project will improve safety and user experience, encourage and improve accessibility of alternative transportation, and enhance the connectivity throughout the City's sidewalk network, complying with the PlanBTV Walk-Bike Masterplan. Table 1 lists the sidewalk segments to be reconstructed as part of this contract.

Table 1 - CY23 Contracted Sidewalk List

<u>Street Name</u>	<u>Limits of Work</u>	<u>Total LF of Sidewalk</u>
East Ave	All	1460
North Union St	Pearl – Grant and Raingarden	1015
Cliff St	Union – Willard	900

This work plan was generated as a result of consulting our updated 2021 City wide sidewalk inventory which prioritizes improvements based on utilization, location, and condition of the sidewalk. The utilization of the sidewalk refers to the propensity of use as well as the type of users. Equity and diversity metrics, such as race, age, and income, as well as proximity to pedestrian generators, such as schools, neighborhood activity centers, and employment centers, all inform this prioritization. In addition to the inventory, staff inspection, coordination with other projects, and resident concerns informed this work plan. This work plan will be supplemented with our short run repair list to address safety concerns and ensure work is distributed equitably throughout the City. Our complete CY23 sidewalk reconstruction program will be posted on the City's Construction Portal in the coming weeks.

Construction impacts are expected to be limited to the sidewalk area, with limited impacts to on-street parking and driveway access, and will not substantially impact vehicular traffic flow. More project information can be found at: <https://www.burlingtonvt.gov/dpw/transportation/pedestrians>

Funding for Project

The funding for this work is proposed to come from the \$23.8 million 2022 Town Meeting Day voter approved general obligation bond. Within that approval is \$2.7 million over 3 years towards sidewalk replacement work. A portion of those funds are being reserved to cover the local match for future Great Streets work on Cherry Street. The amount being held towards this local match

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is equal to the estimated cost of replacing sidewalks on Cherry Street. Should the funds not be needed as a local match, they will be available under the CY24 Sidewalk Contract.

DPW seeks to use \$554,247.80 of the voter-approved funding in FY24 to support this project budget. This proposed budget (see attached) will be used to execute a contract with SDI to the maximum limiting amount of \$554,247.80 with an additional \$55,424.78 (10%) in contingency, totaling \$609,672.58. Because the funds requested are FY24, they will be shown within the FY24 annual budget request for DPW.

Thank you for your consideration of these requests. If you have any questions, please feel free to contact Madeline Suender (msuender@burlingtonvt.gov, 802-735-5324), or Laura Wheelock (Lwheelock@burlingtonvt.gov, 802-338-2125).

Attachments

1. Proposed Budget

Motions

Board of Finance:

1. To approve and recommend that the City Council authorize the Chief Administrative Officer, or her designee, to affect all necessary budget amendments and transfers of funds, as described in the attached project budget, to a total of \$609,672.58 for the projected construction costs to complete the CY23 Sidewalk Reconstruction Program.
2. To approve and recommend that the City Council authorize the Director of Public Works to execute the construction contract for the Sidewalk Reconstruction Project with SD Ireland Brothers Corporation to the maximum limiting amount of \$554,247.80 with an additional \$55,424.78 (10%) in contingency, totaling \$609,672.58, subject to the final review and approval by the Office of the City Attorney.

Attachment 1: Proposed Budget
CITY OF BURLINGTON, VT
PROJECT BUDGET AMENDMENT REQUEST

Department: DPW Requested by: Madeline Suender/Laura Wheelock Date: DRAFT for BOF/CC

Briefly explain the reason for the amendment:
Create project budget per the City Council Approval, and Create new Project Name: 842 Sidewalk Reconstruction, Annual Sidewalk Contract, CY23. This will be finalized under the FY24 annual budget request.

Dept. Head Approval (up to 10k)

Chief Administrative Officer Date (10k to 25K)

Mayor Date (25K - 50K)

BUDGET AMENDMENT DETAILS

Org Set	GL Account	Account Name	Project/Sub/Detail Name	Increase/ (Decrease)
842-19-700-771	4990_800	Streets & Sidewalks, Public Works, Capital Projects, Sidewalk Reconstruction.Interfund Transfer Proceeds - Bond Proceeds Tsf	Annual Sidewalk Contract CY23	\$ 580,254.00
842-19-700-771	9500_800	Streets & Sidewalks, Public Works, Capital Projects, Sidewalk Reconstruction.Capital Outlay - Bond Tsf Expenditures	Annual Sidewalk Contract CY23	\$ 580,254.00
841-19-700	4990_800	Transportation Projects, Public Works, Capital Projects.Interfund Transfer Proceeds - Bond Proceeds Tsf	Transportation Capital Planning	\$ 24,525.00
841-19-700	9500_800	Transportation Projects, Public Works, Capital Projects.Capital Outlay - Bond Tsf Expenditures	Transportation Capital Planning	\$ 24,525.00
245-19-000	4525	Stormwater, Public Works, Admin.Water/Wastewater and Stormwater Charges - Retail		\$ 4,894.00
245-19-000	9500_110	Stormwater, Public Works, Admin.Capital Outlay - Capital Expenditures		\$ 4,894.00

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Madeline Suender/Laura Wheelock
 Title/Subject: Authorization of Project Budget and Construction Contract for Sidewalk Reconstruction Program

	Approval:	Meeting Date:
☒	Board of Finance	3/20/2023
☒	City Council	3/27/2023
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/13/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	3/15/2023	Jordan Redell
Board/Commission, if required	N/A	3/20/2023	Board of Finance
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	3/15/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	3/15/2023	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	Yes	Project Budget
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Board of Finance