Board of Finance Meeting - Monday, November 13, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM

5:30 pm, Bushor Conference Room, 1st Floor City Hall OR Remotely via ZOOM:
Please click the link below to join the webinar:
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****CCTV link: https://www.youtube.com/playlist?list=PLljLFn4BZd2PwCge7lNoKug676jIf_iUA ****

To participate in Public Forum in person, sign up at the meeting.
To participate in Public Forum via ZOOM sign up here:
https://www.burlingtonvt.gov/citycouncil/publicforum

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

1. Agenda

Subject	**1.1. Motion to amend/adopt agenda**
Meeting	November 13, 2023 - Board of Finance Meeting - Monday, November 13, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda

2. Public Forum

Subject	**2.1. Verbal Comments**
Meeting	November 13, 2023 - Board of Finance Meeting - Monday, November 13, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	2. Public Forum
Department	Council and Board
Type	Action Procedural

3. Consent Agenda

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

Meeting	November 13, 2023 - Board of Finance Meeting - Monday, November 13, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated
Subject	**3.2. Board of Finance October 30, 2023 Meeting Minutes, Draft**
Meeting	November 13, 2023 - Board of Finance Meeting - Monday, November 13, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	approve the minutes
Subject	**3.3. B.E.D.'s Property/Boiler and Machinery (B&M) 2023-2024 Insurance renewal - BED**
Meeting	November 13, 2023 - Board of Finance Meeting - Monday, November 13, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize the General Manager of the Burlington Electric Department to execute the Property, Boiler & Machinery insurance coverage renewal contract with AIG/ZURICH/STARR TECH/AEGIS for the policy period 11/20/2023 through 11/20/2024 with a not to exceed premium of **$778,683.70**, as outlined in this memo, subject to review and approval of the City Attorney's Office
Subject	**3.4. Authorization to Accept Grant from Vermont Department of Public Safety for State Homeland Security Grant - Fire**
Meeting	November 13, 2023 - Board of Finance Meeting - Monday, November 13, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Fire Department
Type	Action (Consent)

Recommended Action	to approve and authorize the Chief of BFD to accept the grant award of $63,014.00 from the Vermont Department of Public Safety for the purchase of technical rescue equipment and execute all necessary documents thereto upon final review and approval of the Chief Administrative Officer and the City Attorney's Office
Subject	**3.5. Approval to enter into a contract with Cargill, Inc. for FY24 road salt procurement - DPW**
Meeting	November 13, 2023 - Board of Finance Meeting - Monday, November 13, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve and recommend that City Council authorize the Director of Public Works enter into a contract with Cargill to supply the City of Burlington with rock salt for winter maintenance of roads and sidewalks at a unit price of $88.00/ton, for an amount not to exceed $285,000 plus $43,000 in contingency for Fiscal Year 2024, which will come from the Public Works Reserve in the assigned fund balance, for a total authorized expenditure of $328,000, subject to review and approval of the City Attorney’s Office
Subject	**3.6. Authorization for Contract with Avenu Insights and Analytics for Digitization of Land Records and Budget Amendment - C/T**
Meeting	November 13, 2023 - Board of Finance Meeting - Monday, November 13, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	1. To approve and authorize the Chief Administrative Officer to execute a contract with Avenu Insights and Analytics for continued land records digitization with a maximum limiting amount of $87,474.00, subject to the final review and approval by 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 to designate $87,474.00 from the Preservation/Restoration fund (GL 110-04-000.4200) account line to be used for Professional and Consultant Services (account line 110-04-000.6500_118)
Subject	**3.7. Approval of budget amendment for contract to prepare for FY23 audit - C/T**
Meeting	November 13, 2023 - Board of Finance Meeting - Monday, November 13, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	to approve and recommend the City Council approve and authorize the Chief Administrative Officer to execute a first contract amendment in the amount of $50,000

	and to extend the maximum limiting amount of the contract to $100,000 with Berry Dunn for accounting services, upon the review and approval of the City Attorney's Office
Subject	**3.8. Downtown Vibrancy Grant - BWD**
Meeting	November 13, 2023 - Board of Finance Meeting - Monday, November 13, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Business and Workforce Development
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize the Director of Business & Workforce Development to enter into an agreement with the State of Vermont, subject to final review from the City Attorney's Office, to accept a grant award of $25,000 in fiscal year 2024 as part of the State of Vermont's non-competitive Downtown Vibrancy Fund

4. For Approval and Recommendation to the City Council

Subject	**4.1. Burlington Fire Department - Station Alerting - Fire**
Meeting	November 13, 2023 - Board of Finance Meeting - Monday, November 13, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Fire Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve and authorize the Chief of the Burlington Fire Department to execute a contract with Bryx, Inc. for the installation of a fire station alerting system, with a maximum limiting amount of up to $430,000.00, which is the contract cost plus a 6.6% contingency, subject to the final review and approval of the City Attorney's Office
Subject	**4.2. Railyard Enterprise Project - Stantec Design Contract Amendment 4 - DPW**
Meeting	November 13, 2023 - Board of Finance Meeting - Monday, November 13, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Director of the Department of Public Works to execute a contract amendment with Stantec Consulting Services, Inc. for continued and additional engineering design services for the Railyard Enterprise project increasing the contract amount by $966,758 with an additional

	$193,352 (20% contingency), totaling $2,661,310 subject to the review and approval by the City Attorney's Office
Subject	**4.3. Amendment to Tax Increment Financing (TIF) District consulting services contract with White+Burke - CEDO**
Meeting	November 13, 2023 - Board of Finance Meeting - Monday, November 13, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Community & Economic Development Office (CEDO)
Type	Action
Recommended Action	1. To approve and recommend that the City Council approve and authorize the Director of the Community & Economic Development Office to execute the proposed contract amendment with White+Burke Real Estate Advisors for TIF consulting services regarding the Waterfront and Downtown TIF districts with a maximum limiting amount of $140,000, to be paid out of TIF related costs, pursuant to final review of the City Attorney's Office. 2. To approve and recommend that the City Council authorize the Chief Administrative Officer to make any and all necessary project budget amendments associated with the Waterfront TIF Related Cost Professional and Consultant project budget, up to a maximum amount of $95,000.00.

5. Update Regarding Great Streets Main Street - DPW (verbal)

Subject	**5.1. Update Regarding Great Streets Main Street**
Meeting	November 13, 2023 - Board of Finance Meeting - Monday, November 13, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	5. Update Regarding Great Streets Main Street - DPW (verbal)
Department	Public Works Department
Type	Information
Recommended Action	

6. Adjournment

Subject	**6.1. Motion to adjourn**
Meeting	November 13, 2023 - Board of Finance Meeting - Monday, November 13, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	6. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

BURLINGTON BOARD OF FINANCE
BUSHOR CONF. ROOM, FIRST FLOOR, CITY HALL *OR*
REMOTE MEETING WITH CALL-IN NUMBER
BURLINGTON, VERMONT
MINUTES OF MEETING
DRAFT
October 30, 2023

MEMBERS PRESENT:	Karen Paul Ali Dieng (via Zoom) Joe Magee (via Zoom) Mark Barlow Miro Weinberger
OTHERS PRESENT:	Katherine Schad Jared Pellerin Jordan Redell Chapin Spencer Megan Moir Brian Pine Meghan O'Rourke Jordan Mitchell Kevin Lumpkin

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1.0 CALL TO ORDER and AGENDA

1.1 Motion to amend/adopt the agenda
Mayor Weinberger called the Board of Finance meeting to order at 5:35 PM.

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

VOTING: unanimous; motion carries.

2.0 PUBLIC FORUM

2.1 Verbal Comments
None.

3.0 CONSENT AGENDA

3.1 Motion to adopt the consent agenda and take the actions indicated
3.2 October 10, 2023 Board of Finance Minutes, Draft – approve the minutes.

3.3 October 16, 2023 Board of Finance Minutes, Draft – approve the minutes.
3.4 Calahan Park Shared Use Path Design Consultant Contract with Stantec, Inc. – BPRW – 1. Approve and authorize Cindi Wight, Director of Parks & Recreation, to execute a Consultant Agreement with Stantec, Inc. for Calahan Park Shared Use Path Design services in an amount not to exceed $72,000.00, and further authorize an earmarked contract contingency in the amount of $7,000.00, subject to review by the City Attorney's Office; and 2. Approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds from the referenced funding sources to create the project budget for FY24, for use of Capital Funds as described in this memorandum and related attachments, subject to the review and approval of the Chief Administrative Officer.
3.5 Fletcher Free Library Restoration & Preservation Project Dore + Whittier Contract, First Amendment: Restoration & Preservation of Windows and Masonry to 1904 Building – Library – approve and recommend that the City Council approve the execution of a Contract Amendment and any related documents needed to carry out said contract amendment with Dore + Whittier Architects for a contract of services for the Schematic Design – Restoration & Preservation of Windows and Masonry for the Fletcher Free Library in an amount not to exceed $30,000.000 and amend the maximum limiting amount of the overall contract from $183,000.00 to $213,000.00, as well as authorize the Director of the Fletcher Free Library to execute the contract and any related documents needed to carry out said contract, upon final review and approval of the City Attorney's Office.

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

VOTING: unanimous; motion carries.

4.0 FOR APPROVAL AND RECOMMENDATION TO THE CITY COUNCIL

4.1 Request for Approval of Contract Amendment for Emergency Winooski River Siphon Repair Work – DPW – Water Resources
Division Director Moir noted that the Board of Finance and City Council approved the previous version of the contract, which was based on the inspections conducted to date, though additional inspections have been conducted since that time. They noted that additional inspections showed that in addition to the joint that had broken near shore, there were also joints with deteriorated quality further out into the river. They noted that based on this, they are requesting an amendment to put further funding into the contract to accommodate this extra work identified. They further noted that 75% of this would be paid for at the federal level by FEMA, and that currently the State and City are splitting the remainder of the match equally. However, they anticipate that this could be eligible for additional federal draw-down, which would mean that the local match would be reduced to 5%.

Councilor Dieng asked how the City will ensure that the work is high quality. Assistant Director Moir replied that the work will be covered by warranty for one year, and that the City is also working on a proposal for a more permanent fix. Councilor Dieng also requested a public update for the community on this work, and Assistant Director Moir replied that they will put together either a Facebook or Front Porch Forum communication for the public.

MOTION by Councilor Dieng, SECOND by Councilor Barlow, to approve and recommend that the City Council authorize the Director of Public Works to enter into and execute a contract amendment with Engineers Construction Inc. for $414,100, and to increase the maximum limiting amount of the contract to $1,247,600, subject to the review and approval of the City Attorney's Office.

VOTING: unanimous; motion carries.

4.2 Creation of one position at CJC – CJC/HR
Director Pine said that this position would be funded by the existing State Department for Children and Families grant for the youth portion of CJC. He said that this position is funded through the end of Fiscal Year 2024, though if the State continues to fund this work, this position would be made more permanent.

Councilor Dieng commended the work done by Assistant Director Jolly and other CEDO staff.

MOTION by Councilor Magee, SECOND by City Council President Paul, to approve and recommend that the City Council approve the creation of the Youth Restorative Services Coordinator—BARJ position within CEDO, a Limited Service, Full-time Union, Grade 16, position.

VOTING: unanimous; motion carries.

5.0 TOWN MEETING TV FY23 UPDATE AND FY24/MUNICIPALITY'S FY25 BUDGET REQUEST

5.1 Town Meeting TV FY23 Update and FY24/Municipality's FY25 Budget Request
Meghan O'Rourke, Director of CCTV, and Jordan Mitchell, Operations Director at Town Meeting TV, provided a brief presentation on their Fiscal Year 2024 update and Fiscal Year 2025 budget request. Ms. Mitchell noted that they produced 28 City Council meetings, 17 Mayor's Press Conferences, and 55 NPA meetings, as well as a number of non-municipal events. She noted that costs are covered by cable subscribers from Comcast and Burlington Telecom and that municipal contributions help cover operating costs. She said that this year, they are requesting an FY25 contribution from Burlington of $27,783 to cover general operating funds, which is 5% higher than last year's contribution. She said that they are also requesting an additional $16,695 for Town Meeting TV production support for 6 NPA meetings per month, and $40,000 for CCTV productions for Burlington municipal meeting production. She additionally noted that due to declining cable revenue and financial support for community media from cable, they are seeking a permanent funding source from the legislature this legislative session. She asked that Burlington sign onto a letter of support, which will be submitted to the legislature with the funding request.

City Council President Paul thanked Kevin Lumpkin for his work representing Burlington on the Town Meeting TV Board of Trustees.

6.0 ADJOURNMENT

6.1 Motion to Adjourn

With no further business and without objection the meeting was adjourned at 5:59 PM.

RScty: AACoonradt

MEMORANDUM

TO: Board of Electric Commission (BEC), Burlington Board of Finance (BOF), Burlington City Council (BCC)
FROM: Paul G. Alexander, Manager of Safety & Risk Management
DATE: November 4th, 2023
SUBJECT: **B.E.D.'s Property/Boiler and Machinery (B&M) 2023-2024 Insurance renewal**

RECOMMENDATION:
That the Burlington Electric Commission, Finance Board and City Council authorize the Electric Department to renew our Property/Boiler and Machinery (B&M) Insurance with AIG/ZURICH/STARR TECH/AEGIS for the policy period 11/20/2023–11/20/2024 for a **not to exceed premium of $778,683.70.**

DISCUSSION:
Commercial Property/B&M insurance covers BED's **physical assets** from perils such as fire, lighting, smoke, explosions, storms, burst pipes, theft and vandalism. It is designed to protect our **tangible property;** namely buildings, boilers, transformers and property inside and outside (furniture, computers, fences, office equipment, inventory, etc.)

Our current Property/B&M Insurance coverage with AIG/Starr Tech/Zurich/AEGIS is scheduled to expire on 11/20/2023 for which we pay an annual premium of **$683,117.34**.

- Our insurance agent (Hickok & Boardman: H&B) has worked diligently with our existing 4 carriers and is still in negotiations with them to finalize "capacity" (the largest amount of insurance that a company or the market is able to write), Total Insurable Value (TIV)'s, deductibles and premium.

- The renewal premium is anticipated to increase from last year's amount of **$683,117.34** to **a not to exceed $778,683.70** (which is **6.4% higher** than our estimated renewal premium at 11/20/23 in the FY'24 budget of **$731,619**). Please note our insurance agent (H&B) has shared there is the possibility of achieving a lower renewal premium using deductible options and last minute pricing negotiations (still to be finalized).

- Similar to last year, our Total Insurable Value (TIV) will be capped at $175,000,000 of property (vs. our current fully scheduled TIV of $319,009,000). The McNeil Station's TIV is listed at $235,316,000 with a ratable TIV of $213,316,000.

H&B CONSIDERATIONS:

- Continued diligence with current carriers towards increasing their capacity while lowering their rate, especially as it relates to the McNeil assets.
- Separating BED's Auto and Workers' Compensation coverage from the City's program (effective 12-31-2023 or 7-01-2024).
- Exploring the possibility of a rent-a-captive program (potential long-term savings) with FM Global as a well as a "Guaranteed Cost" (GC) program. The GC quote came in at **$973,285 which is 25.2% higher** than the "Not-to-Exceed" quote from our incumbent carriers.

- ❖ Examined the possibility of a single-cell captive with another local carrier (but start-up costs and associated fees were cost prohibitive at this time).
- ❖ Lowering the premium by considering increasing our existing deductibles (McNeil from $1M to $2M, GT from $550k to $1M)
- ❖ Asked the current carriers to increase the policy limit (cap) from $175M to $200M, especially with the TIV growth (23.6%) at McNeil.

IMPACT ON BUDGET:
Our FY'24 budgeted amount of $711.410 (produced in February 2023 and adopted in June 2023) was calculated using 5 months at the "current/known" premium amount ($683,117) and 7 months at the projected amount ($731,619).

- ❖ Thus, using the "not to exceed" premium of $778,683.70 would amount to a **6.4%** change in our estimated renewal within the FY'24 budget and a **13.9**% increase over our expiring premium of $683,117. Again, please note in our insurance agent's (H&B) cover letter, there is a possibility of a lower **estimated** renewal premium, which is still to be finalized.
- ❖ The "not to exceed" premium of $778,683.70 would amount to a **3.85% increase in our total FY'24 budget for this line of business (from $711,410 to $738,864).**

MOTIONS:

Board of Finance:

"To approve and recommend that the City Council authorize the General Manager of the Burlington Electric Department to execute the Property, Boiler & Machinery insurance coverage renewal contract with AIG/ZURICH/STARR TECH/AEGIS for the policy period 11/20/2023 through 11/20/2024 with a not to exceed premium of **$778,683.70**, as outlined in this memo, subject to review and approval of the City Attorney's Office."

City Council:

"To authorize the General Manager of the Burlington Electric Department to execute the Property, Boiler & Machinery insurance coverage renewal contract with AIG/ZURICH/STARR TECH/AEGIS for the policy period 11/20/2023 through 11/20/2024 with a not to exceed premium of **$778,683.70**, as outlined in this memo, subject to review and approval of the City Attorney's Office and the Board of Finance".

Board of Electric Commissioners:

"To authorize the General Manager of the Burlington Electric Department to execute the Property, Boiler & Machinery insurance coverage renewal contract with AIG/ZURICH/STARR TECH/AEGIS for the policy period 11/20/2023 through 11/20/2024 with a not to exceed premium of **$778,683.70**, as outlined in this memo, subject to review and approval of the Board of Finance and City Council."

Respectfully submitted,

Paul G. Alexander, CPCU, ARM-PE, CUSP
Manager of Safety & Risk Management

c: Darren Springer, General Manager

City of Burlington Electric
Property Quota Share Program Structure
Current as of 11/1/2023

		November 20, 2023 through November 20, 2024		
		Assets other than McNeil	**McNeil**	
Total Values		**$83,693,000**	**$213,316,000**	
Policy Limit		**83MM**	**175MM**	
	Carrier	**AEGIS**	**Zurich**	
	Quota Share %	**75%**	**35%**	
	Share	**$73,214,000**	**$70,000,000**	
	Premium	**$138,093**	**$263,848**	
	Rate	**0.2457**	**0.315**	
			Starr Tech	**Carrier**
			40%	**Quota Share %**
			$80,000,000	**Share**
			$236,973.00	**Premium**
			0.264	**Rate**
	Carrier	**AIG**	**AIG**	
	Quota Share %	25%	25%	
	Share	$20,923,250	$43,750,000	
	Premium	$39,385.12	$100,384.45	
	Rate	0.188	0.188	
				McNeil & Other
Total Premium		**$177,478.25**	**$601,205.45**	**$778,683.70**

BED Property/B&M Insurance Renewal 2023-2024

(11/8/23 - BEC Meeting)
(11/13/23 - BOF Meeting)
(11/20/23 - CC Meeting)

Recommendation:
That the Burlington Electric Commission, Board and Finance and City Council authorize the Electric Department to renew our Property/Boiler and Machinery (B&M) Insurance with AIG/ZURICH/STARR TECH/AEGIS for the policy period 11/20/2023–11/20/2024 for a **not to exceed premium of $778,683.70**

What's covered?
Commercial Property/B&M insurance covers BED's **physical assets** from perils such as fire, lighting, smoke, explosions, storms, burst pipes, theft and vandalism. It is designed to protect our **tangible property;** namely buildings, boilers, transformers and property inside and outside (furniture, computers, fences, office equipment, inventory, etc.)

Current Status:
Our current Property/B&M Insurance coverage with AIG/Starr Tech/Zurich/AEGIS is scheduled to expire on 11/20/2023 for which we pay an annual premium of **$683,117.34.**

What's in the "handouts?"

1) H&B Cover letter dated 11/3/2023
2) BED Property/B&M Premium/TIV history exhibit and related line chart dated 11/4/2023 (2 tabs)
3) H&B Property/B&M Quota Share Program Structure Chart as of 11/1/2023
4) BED cover letter dated 11/4/2023 to BEC/BOF/CC

Points of Interest

- Our insurance agent (Hickok & Boardman: H&B) has worked diligently with our existing 4 carriers and is still in negotiations with them to

finalize “capacity” (the largest amount of insurance that a company or the market is able to write), Total Insurable Value (TIV)’s, deductibles and premium.

- The renewal premium is anticipated to increase from last year’s amount of **$683,117.34** to **a not to exceed $778,683.70** (which is **6.4% higher** than our estimated renewal premium at 11/20/23 in the FY’24 budget of **$731,619**). Please note our insurance agent (H&B) has shared there is the possibility of achieving a lower renewal premium using deductible options and last minute pricing negotiations (still to be finalized).

- Similar to last year, our Total Insurable Value (TIV) will be capped at $175,000,000 of property (vs. our current fully scheduled TIV of $319,009,000). The McNeil Station’s TIV is listed at $235,316,000 with a ratable TIV of $213,316,000.

H&B CONSIDERATIONS:

- Continued diligence with current carriers towards increasing their capacity while lowering their rate, especially as it relates to the McNeil assets.

- Separating BED’s Auto and Workers’ Compensation coverage from the City’s program (effective 12-31-2023 or 7-01-2024).

- Exploring the possibility of a rent-a-captive program (potential long-term savings) with FM Global as a well as a “Guaranteed Cost” (GC) program. The GC quote came in at **$973,285 which is 25.2% higher** than the “Not-to-Exceed” quote from our incumbent carriers.

- Examined the possibility of a single-cell captive with another local carrier (but start-up costs and associated fees were cost prohibitive at this time).

- Lowering the premium by considering increasing our existing deductibles (McNeil from $1M to $2M, GT from $550k to $1M)

- ❖ Asked the current carriers to increase the policy limit (cap) from $175M to $200M, especially with the TIV growth (23.6%) at McNeil.

IMPACT ON BUDGET:
Our FY'24 budgeted amount of $711.410 (produced in February 2023 and adopted in June 2023) was calculated using 5 months at the "current/known" premium amount ($683,117) and 7 months at the projected amount ($731,619).

- ❖ Thus, using the "not to exceed" premium of $778,683.70 would amount to a **6.4%** change in our estimated renewal within the FY'24 budget and a **13.9**% increase over our expiring premium of $683,117. Again, please note in our insurance agent's (H&B) cover letter, there is a possibility of a lower **estimated** renewal premium, which is still to be finalized.

- ❖ The "not to exceed" premium of $778,683.70 would amount to a **3.85% increase in our total FY'24 budget for this line of business (from $711,410 to $738,864).**

<u>BED's Property/B&M Insurance Motion for BEC</u>:

*"I make a motion to recommend to the City Council that Darren Springer, BED General Manager, or his designee is authorized to renew BED's Property/B&M Insurance for the period of 11/20/23 through 11/20/24, with a not to exceed premium of $***778,683.70***, as outlined in this memo, subject to review and approval of the City Attorney's office, the Board of Finance and the City Council"*

HICKOK&BOARDMAN
INSURANCE GROUP
Here When You Need Us

Date: 11/3/2023

To: Paul Alexander, CPCU, ARM-PE
Manager of Safety and Risk Management
City of Burlington Electric Department
585 Pine Street
Burlington, VT 05401

RE: Property Insurance Renewal effective 11/20/2023

Per our most recent conversation, I am sending this brief memo to summarize the state of the energy property insurance marketplace and its implications regarding Burlington Electric Department (BED) property insurance renewal effective 11/20/2023.

Energy related asset replacement cost value adequacy is an emerging concern for the insurers given COVID driven supply chain issues and global inflationary pressures. In some instances, the replacement cost of a destroyed asset has exceeded scheduled asset values by 60%. BED's asset valuation this year aligns with this trend: total TIV reported to us by BED was 319M, with McNeil's assets increasing from 190M to 235M. BED utilizes Handy Whitman index (the industry standard) to value its assets.

As an alternative to the in-force property insurance program, BED and H&B reviewed the property captive options available to single cell captive and rent-a-captive. In single cell captive startup costs are prohibitive, which is why a rent-a-captive option for property insurance is the more logical option for BED to consider at this time. With BED's assistance we have explored both FM Global's rent-a-captive option, as well as a traditional (guaranteed cost) program from FM Global. After a robust multi-day inspection, FM Global will be offering an alternative property program for BED this year. This is a testament to the risk improvement of the McNeil asset over the past few years, as well as BED's commitment to safety going forward.

FM Global's guaranteed cost premium is $975,285, which is higher than the current insurance program's cost. However, FM Global program would offer capacity stability, one set of engineering recommendations to address, as well as the opportunity for BED to participate in a captive property program, if desired, down the road. The rent-a-captive option that FM Global has allows BED the opportunity to capture a set portion of the premium (carrier profit) each year into the rent-a-captive. Over time, this would allow

BED the opportunity to minimize or stabilize future rate increases within the captive layer.

We anticipate that the BED management group and the City of Burlington will need time to fully understand the property captive from a legal and financial standpoint, and that this option may be pursued in FY25. We believe it is an area that BED should consider, as BED's insurance claim history at McNeil has been virtually non-existent.

With BED's asset valuation growth at McNeil, we have asked the current quota-share carriers (Zurich/AIG/Starr Tech) to provide an optional quote to increase in the policy limit from 175M to 200M.

BED's budgeted premium at renewal of $731,619 (5% above the current expiring policy rate+2% for TIV increase) is a challenge to achieve with a 21% TIV increase. However, to offset the increase in TIV, we've asked the current carriers to use a ratable TIV at McNeil of 213M, rather than 235M, which reduces the overall TIV increase to 12.1%. The lower TIV is acceptable to the carriers based on their own calculations of PML (probable maximum loss) at the location and reduces the premium cost to BED.

In addition, to support BED's efforts to get as close to possible from a budget perspective, we will consider the following:

1) Increasing the deductible from 1M to 2M at McNeil.
2) Increasing the GT deductible from 500k to 1M.
3) Separating BED's auto and workers' compensation from the City's program (effective 12-31-23 or 07-01-2024.)

In summary, we anticipate we can secure the property insurance renewal with policy limits terms and conditions to the current in-force program (see attached slide) at an estimated annual premium of a "not to exceed" premium of $778,683.70. However, with the additional deductible options, a lower premium than the "not to exceed" premium shown here could be achieved.

Sincerely,

Paul E. Plunkett, CIC
President, COO & Client Advisor
(802) 383-1614 | pplunkett@hbinsurance.com

BURLINGTON ELECTRIC DEPARTMENT
Property/B&M Insurance Policies
Premium/TIV History
11/4/2023

#:	Carrier	Broker/ Agent	POLICY PERIOD: From mm	dd	yyyy	To mm	dd	yyyy	Actual **** Premium	Annual Premium	Annual % Chg	TIV *** (Excl W1H)	(Excl. W1H) Change	TIV (W1H)	W1H Change	(Excl. W1H) Price per $100 TIV	W1H Price per $100 TIV	TOTAL TIV	TOTAL TIV % Chg
1	AIG/Starr Tech/Zurich/AEGIS (TBF)	H&B	11	20	2023	11	20	2024	$778,684	$778,684	13.99%	$291,733,000	21.51%	$27,276,000	17.20%	"n/a"	"n/a"	$319,009,000	21.13%
2	AIG/Starr Tech/Zurich/AEGIS (TBF)	H&B	11	20	2022	11	20	2023	$683,117	$683,117	2.96%	$240,093,000	-0.49%	$23,273,000	0.99%	"n/a"	"n/a"	$263,366,000	-0.36%
3	AIG/Starr Tech/Zurich/AEGIS (TBF)	H&B	11	20	2021	11	20	2022	$663,508	$663,508	2.95%	$241,268,000	2.03%	$23,044,000	3.79%	"n/a"	"n/a"	$264,312,000	2.18%
4	AIG/Starr Tech/Zurich/AEGIS	H&B	11	20	2020	11	20	2021	$644,506	$644,506	11.25%	$236,462,000	-1.67%	$22,203,000	2.83%	"n/a"	"n/a"	$258,665,000	-1.30%
5	AIG/Starr Tech/Zurich/AEGIS	H&B	11	20	2019	11	20	2020	$579,330	$579,330	153.25%	$240,473,000	-2.83%	$21,591,000	4.19%	"n/a"	"n/a"	$262,064,000	-2.29%
6	NU/Chartis/AIG	H&B	10	1	2018	10 (**)	1	2019	$228,762	$228,762	-5.94%	$247,487,000	-5.95%	$20,722,000	-8.17%	$0.07962	$0.148761	$268,209,000	-6.13%
7	NU/Chartis/AIG	H&B	10	1	2017	10	1	2018	$243,200	$243,200	-5.67%	$263,146,000	-0.09%	$22,565,000	0.69%	$0.07962	$0.148761	$285,711,000	-0.03%
8	NU/Chartis/AIG	H&B	10	1	2016	10	1	2017	$257,812	$257,812	-4.64%	$263,396,000	0.70%	$22,410,000	0.95%	$0.08522	$0.148761	$285,806,000	0.72%
9	NU/Chartis/AIG	H&B	10	1	2015	10	1	2016	$270,355	$270,355	8.42%	$261,570,000	6.11%	$22,198,774	36.73%	$0.09003	$0.157	$283,768,774	8.01%
10	NU/Chartis/AIG [5]	H&B	10	1	2014	10	1	2015	$249,354	$249,354	10.53%	$246,501,000	-0.79%	$16,235,108	n/a	$0.09082	$0.157	$262,736,108	
11	NU/Chartis/AIG	H&B	10	1	2013	10	1	2014	$225,600	$225,600	11.68%	$248,460,000	8.00%			$0.0908		AVG 5 years	3.87%
12	NU/Chartis/AIG	H&B	10	1	2012	10	1	2013	$202,000	$202,000	11.13%	$230,060,000	3.55%			$0.0878		AVG 3 years	7.65%
13	NU/Chartis [3] [4]	H&B	9	25	2011	10	1	2012	$184,750	$181,762	2.69%	$222,183,000	5.14%			$0.082			
14	NU/Chartis/AIG [2]	GRA	8	25	2010	9	25	2011	$191,750	$177,000	-6.8%	$211,323,000	0.47%			$0.084			
15	NU/Chartis/AIG [1]	GRA	8	25	2009	8	25	2010	$190,000	$190,000	18.4%	$210,339,000	18.66%			$0.090			
16	HS&B/AIG	GRA	8	25	2008	8	25	2009	$160,420	$160,420	-8.3%	$177,259,000	7.66%			$0.091			
17	HS&B/AIG	GRA	8	25	2007	8	25	2008	$175,000	$175,000	-2.5%	$164,645,000	7.05%			$0.106			
18	HS&B/AIG	GRA	8	25	2006	8	25	2007	$179,500	$179,500	-13.3%	$153,799,000	6.29%			$0.117			
19	Starr Tech/HS&B/AIG	GRA	8	25	2005	8	25	2006	$207,000	$207,000	-8.0%	$144,695,000	0.86%			$0.143			
20	Starr Tech/HS&B/AIG	GRA	8	25	2004	8	25	2005	$225,000	$225,000	-4.3%	$143,460,000	3.55%			$0.157			
21	Starr Tech/HS&B/AIG	GRA	8	25	2003	8	25	2004	$235,000	$235,000	27.0%	$138,539,000	n/a			$0.170			
22	Starr Tech/HS&B/AIG	GRA	8	25	2002	8	25	2003	$185,000	$185,000	5.7%								
23	FM Global	GRA	8	25	2001	8	25	2002	$175,000	$175,000	146.1%								
24	CIGNA/ACE USA	GRA	8	25	1998	8	25	2001	$213,353	$71,118	-24.2%								
25	CIGNA	GRA	8	25	1995	8	25	1998	$281,291	$93,764	-6.9%								
26	HS&B	SS	1	20	1995	1	20	1996	$100,720	$100,720	10.4%								
27	HS&B	SS	1	20	1994	1	20	1995	$91,244	$91,244	n/a								

Note: AIG sold HS&B to Munich Re in December, 2008
AIG renamed P/C business as "Chartis" on July 27, 2009

GRA=Global Risk Associates
SS=Starkweather & Shepley: NEPPA
H&B=Hickok & Boardman, Inc.

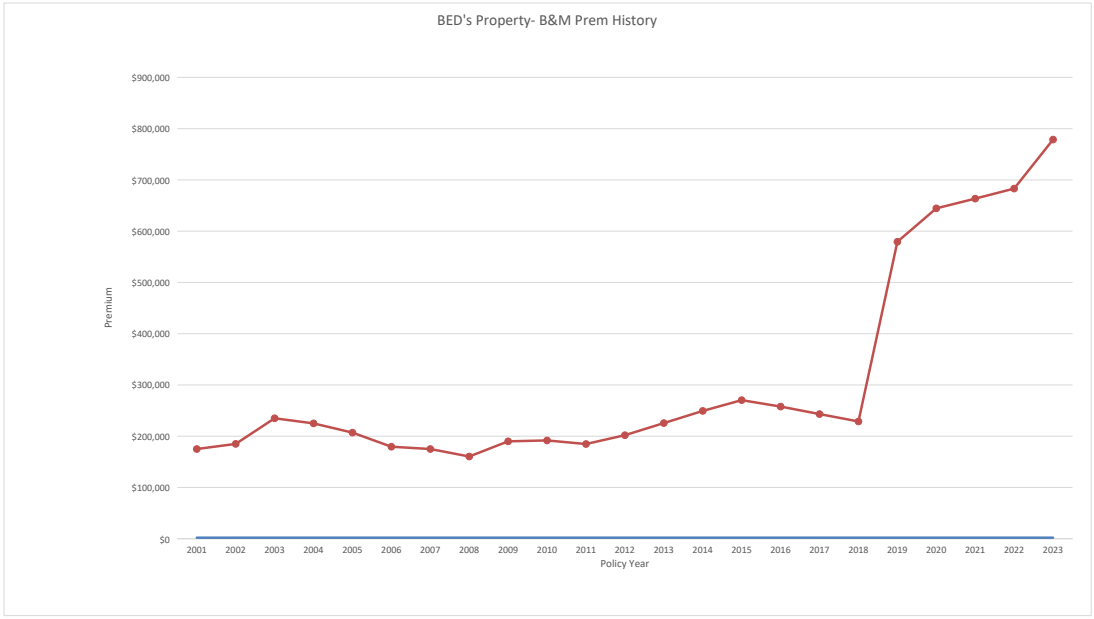
[1] TIV was limited to $200,000,000 coverage on 8/25/09
[2] Policy period extended to 13 months at same rate (now expires on 9/25/11)
[3] Policy period extended by 6 days to 10/1 (now expires on 10/1/12)
[4] TIV back to full limits ($222,183,000 on 9/25/11)
[5] TIV "bid" limited at $246,501,000 but expected to be raised to full $262,736,108 (for Winooski One)
Rate of $0.09082 is for all property except Hydro (W1) = $0.157
* AIG's quote comes with a rate-lock through the following policy period 10/1/18-19
Reflecting AIG's rate lock for 10/1/18-19
** Policy expiration extended from 10/1/19 to 11/1/19 and then 11/20/19
*** TIV May be capped at $175M vs. "TRC" of $262M

**** Not to exceed Premium eff 11/20/2023

BURLINGTON ELECTRIC DEPARTMENT
Property/B&M Insurance Policies
Premium History
11/4/2023

#	PY	Property Premium
1	2001	$175,000
2	2002	$185,000
3	2003	$235,000
4	2004	$225,000
5	2005	$207,000
6	2006	$179,500
7	2007	$175,000
8	2008	$160,420
9	2009	$190,000
10	2010	$191,750
11	2011	$184,750
12	2012	$202,000
13	2013	$225,600
14	2014	$249,354
15	2015	$270,355
16	2016	$257,812
17	2017	$243,200
18	2018	$228,762
19	2019	$579,330
20	2020	$644,506
21	2021	$663,508
21	2022	$683,117
22	2023	$778,684

Note: Final premium still TBD
This $778,684 reflects a not to exceed premium (5% budgeted rate increase at renewal along with 2% TIV impact)



Board of Finance and City Council Submission Checklist

Department: BED Submitter: Darren Springer and Paul Alexander

Title/Subject: BED Property/B&M Insurance Renewal 11-20-2023

	Approval:	Meeting Date:
☒	Board of Finance	11/13/2023
☒	City Council	11/20/2023
☐	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	11/4/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	11/4/2023	Click or tap here to enter text.
Board/Commission, if required	Yes	11/4/2023	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	Choose an item.	11/4/2023	Pending
CAO has reviewed budget, financing, and memo	Choose an item.	11/4/2023	Pending
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	H&B Cover memo, BED Premium History, H&B Quota Share chart, BED Cover memo
Draft Resolution or Motion?	Yes	Motions in memo
If for submission to Council, are sponsors identified?	Yes	BOF

Burlington Fire Department

136 South Winooski Avenue
Burlington, Vermont 05401-8378
(802) 864-4554 • (802) 658-2700 (TTY)
Business Fax (802) 864-5945 • Central Station Fax (802) 865-5387

To: Board of Finance

From: Michael LaChance, Fire Chief Burlington Fire Department

CC: Nicole Losch, Grants Director

Date: BoF: November 13, 2023

Re: Authorization to Accept Grant from Vermont Department of Public Safety for State Homeland Security Grant

REQUEST

The Burlington Fire Department seeks Board of Finance authorization to accept a grant award in the amount of $63,014.00 from the Vermont Department of Public Safety, a State agency using pass-through federal funding, and for the Chief of BFD to execute all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office and the Chief Administrative Officer.

EXECUTIVE SUMMARY

Background:

In February of 2023, the Department submitted a grant application for the above amount to support our response to incidents that require shoring of damaged structures during an emergency and airbags to begin mitigating incidents involving vehicles, building components, trains, and general machinery. This grant will allow us to expand upon our current capabilities and replace rescue equipment that has a fifteen (15) year service life, yet is over 20 years old and currently still in use.

For many years, the Burlington Fire Department has maintained a local capability in Urban Search and Rescue, which has been largely supported by grant funding such as this. As part of the USAR system, we have a number of members who work with the State's USAR team and deploy in tandem to events throughout the State of Vermont and occasionally nationally, in the case of large-scale incidents. As part of this grant, tools and equipment will be purchases and-or upgraded that can be deployable to help in such missions, much like mutual aid to other communities. Though the frequency of that is very low, the ability to deploy these assets truly qualifies us for these funds.

Project Funding:

There are no matching local funds for this award and the service life for all equipment is 15 years or greater. The funds involved in this grant are reimbursable in nature and require expenses to be submitted to the State by the end of the month after the purchases

have been made. This grant requires all expenses to be incurred by August 31, 2026. While we have worked with vendors for the airbag portion of the grant, we will be conducting more evaluations of equipment prior to purchasing. The saws and components have been evaluated and will be ready for purchase immediately. As part of the grant, a training/familiarization component will take place before the tools are deployed. This component is important for the safety of our members who will be operating these items.

Department Contact:

If you have any questions, please contact:
Derek R. Libby
Deputy Chief of Operations
dlibby@burlingtonvt.gov
802-658-7660

ATTACHMENT

A. State of Vermont Standard Sub recipient Agreement

Motion

The Burlington Fire Department respectfully requests the Board of Finance approve the following motion:

"To approve and authorize the Chief of BFD to accept the grant award of $63,014.00 from the Vermont Department of Public Safety for the purchase of technical rescue equipment and execute all necessary documents thereto upon final review and approval of the Chief Administrative Officer and the City Attorney's Office."

Thank you for your continued support.

VERMONT

VERMONT DEPARTMENT OF PUBLIC SAFETY

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

FEDERAL PROGRAM TITLE
FY 2023 State Homeland Security Grant Program

AGREEMENT WITH
City of Burlington Fire Department
Agreement #02140-7H23131-103

Award Amount: $63,014.00

DPS Financial Office Use Only

☒ *Checked Unique Entity ID# Date: _____ Initials: KSL*

☒ SAM.gov checked for Suspension and Debarment Exclusions *Date: _____ Initials: KSL*

☒ *DPS Restricted Parties List Checked Date: _____ Initials: KSL*

☒ *Risk Assessment Completed Date: _____ Initials: KSL*

☒ *Subrecipient vs. Contractor Determination Form Completed Date: _____ Initials: KSL*

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

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

☒ *Certificate of Insurance Date: _____ Initials: KSL*

☒ *Executive Compensation Checked (if subaward $30K or over) Date: _____ Initials: KSL*

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

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

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

Federal Fund Standard Format to Non-State Subrecipients Only

VERMONT DEPARTMENT OF PUBLIC SAFETY

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

SECTION I - GENERAL GRANT INFORMATION

[1] Grant #: 02140-7H23131-103	[2] Original X Amendment #	
[3] Grant Title: FY 23 State Homeland Security Grant Program		
[4] Amount Previously Awarded: $ 0.00	[5] Amount Awarded This Action: $ 63,014.00	[6] Total Award Amount: $ 63,014.00
[7] Award Start Date: Upon Execution	[8] Award End Date: 08/31/2026	[9] Subrecipient Award: YES ☒ NO ☐
[10] Vendor #: 0000040096	[11] Grantee Name: City of Burlington Fire Department	
[12] Grantee Address: 136 S Winooski Ave		
[13] City: Burlington	[14] State: VT	[15] Zip Code: 05401
[16] State Granting Agency: Department of Public Safety		[17] Business Unit: 02140
[18] Performance Measures: YES ☒ NO ☐	[19] Match/In-Kind: $__ Description:	

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

SECTION II - SUBRECIPIENT AWARD INFORMATION

[21] Grantee UEI #: KKC6H5C6Z775	[22] Indirect Rate: __% (Approved rate or de minimis 10%)	[23] FFATA: YES ☒ NO ☐
[24] Grantee Fiscal Year End Month (MM format): 06		[25] R&D: ☐
[26] DUNS Registered Name *(if different than VISION Vendor Name in Box 11)*:		

SECTION III - FUNDING ALLOCATION

STATE FUNDS

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

FEDERAL FUNDS *(includes subrecipient Global Commitment funds)*

[31]Assistance Listings# (formerly CFDA#)	[32]Program Title	[33]Awarded Previously	[34]Award This Action	[35]Cumulative Award	[36]FAIN	[37]Federal Award Date	[38]Total Federal Award
97.067	FY 23 State Homeland Security Grant Program	$0.00	$63,014.00	$63,014.00	EMW-2023-SS-00088	09/01/2023	$5,647,500
[39] Federal Awarding Agency: U.S. Department of Homeland Security Grant Program			[40] Federal Award Project Descr: FY 22 State Homeland Security Grant Program				
		$0.00	$0.00	$0.00			$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		$0.00	$0.00	$0.00			$0.00
Federal Awarding Agency:			Federal Award Project Descr:				

STATE OF VERMONT GRANT AGREEMENT			Part 1-Grant Award Detail				
		$0.00	$0.00	$0.00			$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		$0.00	$0.00	$0.00			$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
	Total Awarded - All Funds	$0.00	$63,014.00	$63,014.00			

SECTION IV - CONTACT INFORMATION	
STATE GRANTING AGENCY	**GRANTEE**
NAME: Kaisa S. Lewia	NAME: Derek Libby
TITLE: Financial Administrator	TITLE: Acting Chief Engineer
PHONE: 802-585-4228	PHONE: (802) 864-4553
EMAIL: Kaisa.Lewia@Vermont.gov	EMAIL: dlibby@burlingtonvt.gov

Part 2- Grant Agreement

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

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

Subrecipient Federal Tax Identification Number: 03-6000410

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

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

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

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

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

Attachments: This Agreement consists of **25** pages including the following attachments that are incorporated herein:

Please initial that you have read and understand each Attachment: _____

Grant Agreement-Part 1 – Grant Award Detail

Grant Agreement-Part 2

Attachment A - Scope of Work to be Performed

Attachment B - Payment Provisions

Attachment C - Customary State Agreement Provisions

Attachment D - Other Provisions

Attachment E - Funding Source Special Conditions

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

STATE OF VERMONT
Department of Public Safety

By:

_____
Signature

Printed Name: _____
Commissioner/Deputy Commissioner

Date:_____

SUBRECIPIENT
Authorized Representative

By:

_____
Signature

Printed Name: Derek R. Libby

Title: _____

Date: _____

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

Reviewed By:

_____
Signature

Printed Name:_____
VEM Director/Deputy Director

Date:_____

_____

Printed Name:_____

Title:_____

Date:_____

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

Objective: State Homeland Security Grant Program supports the implementation of the Department of Public Safety (DPS), Homeland Security Unit (HSU) priorities to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, recover from, and mitigate acts of terrorism.

The Subrecipient agrees to the below which have been approved by the Department of Public Safety, Homeland Security Unit (HSU). The Subrecipient may not change any information listed below. Any alternate information must be approved **in writing** with an executed Subrecipient amendment by the Department of Public Safety.

Activity to be performed:
Funds will support the purchase of:

(1) Dewalt (or equivalient) 60V 12" Dual Bevel Compound Miter Saw Kit (03SR-02-SAWS)
(1) Dewalt (or equivalent) Miter Saw Stand (03SR-02-SAWS)
(1) Dewalt (or equivalent) Flexvolt 60V 16" Chain Saw Kit (03SR-02-SAWS)
Regulators (2), Controllers (2), Hoses (14), Pressure Relief Valves (16), "Y" (4), Rapid Extrication Kit (2), 7 Bag Lift Bag Set (1), 11 Bag lift bag set (1) (03SR-01-ABAG),
Shipping (21GN-00-SHIP)

Brand name or equivalent equipment are allowable. Accessories necessary for operation are allowable. Shipping is allowable.

Performance Measures:

Subrecipient will ensure that all members utilizing equipment provided by this grant are trained to the appropriate level to utilize the equipment and the agency will maintain records of training.

2. All items purchased must be on the DHS Authorized Equipment list. Items not listed on the DHS Authorized Equipment List may not be purchased, until a waiver of approval has been granted from DHS. If these items are not approved, an amendment to utilize the funds for different approved items on DHS Authorized Equipment List may be sought from the Department of Public Safety in writing.

a. For equipment in which a waiver is required, an approved waiver from DHS must be received prior to any purchase.

3. **Subrecipient** will ensure that equipment is accounted for throughout its operational lifetime.

a. Agencies must maintain a Homeland Security Unit (HSU) Property Records List in accordance with **2 CFR 200.313** (Code of Federal Regulations).

b. All equipment (including information technology systems), having a useful life of more than one year and a per-unit acquisition cost of $5,000 or above, purchased by this grant must be included on the Homeland Security Unit (HSU) Property Records List.

c. A complete, up to date, Homeland Security Unit (HSU) Property Records List must be submitted (as an excel document) with each Financial Reimbursement Form. Final payment may be held until this is received by Department of Public Safety (DPS), Homeland Security Unit (HSU).

4. **Subrecipient** will submit a completed Program Progress Report Form detailing status of performance measures and project progress.

a. A completed Program Progress Report Form must be submitted each time reimbursement is requested or biannually, at a minimum. The reporting periods are July 1 - December 31 (due January 15), January 1 – June 30 (due July 15). If the due date falls on a weekend or holiday, please submit the following business day. A final report is due within 30 days of the end date of this grant agreement. Program Progress Report Form is required even if no activity has been performed on the project.

b. Program Progress Report Form is required even if no activity has been performed on the project.

c. The Program Progress Report Form shall be completed to the best of the grantees' ability. Blank, incomplete, or insufficient Program Progress Report Forms will not be accepted.

d. The State reserves the right to withhold part or all grant funds if the State does not receive timely documentation of the successful completion of grant deliverables.

5. **Subrecipient** will ensure that this project is fully operational within the Period of Performance and report back to the DPS Financial Office accordingly.

6. **Subrecipient** will inform the DPS Financial Office in writing of any delays, proposed equipment substitutions, or desired changes to the physical/geographic deployment, concept of operations, equipment substitutions, and/or technical specifications in order to determine if an amendment to this agreement is warranted prior to any changes or purchases being made.

a. If an amendment to this agreement is necessary, no purchases or work may be completed under the adjusted scope of the agreement until the amendment has been executed by DPS.

7. Any subrecipient of Homeland Security Grant Program funds may be subject to programmatic monitoring to ensure that the subrecipient is in compliance with applicable Federal statutes and regulations and terms of the subrecipient agreement.

8. All expenses must be incurred by **08/31/2026**. Requests for reimbursements, with a complete Program Progress report form, must be submitted to the Vermont Department of Public Safety, Finance Office, no later than the end of the month following the month in which the expenses were incurred.

9. Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI program and/or in conjunction with emergency preparedness training by other federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through a TEP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including training related to underrepresented diverse populations that may be more impacted by disasters, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity and other underserved populations, should be identified in TEP and addressed in the state or high-risk urban area training cycle. Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, recipients are encouraged to apply the Analyze, Design, Develop, Implement, and Evaluate (ADDIE) model of instructional design.

a. **Subrecipient** must maintain records of the training course description(s) or syllabi, number of trainings held, including the total number of people trained and average attendance per training. Records should be made available upon request.

Prohibitions on Expending Grant or Cooperative Agreement Funds for Certain Telecommunications and Video Surveillance Services or Equipment

Effective August 13, 2020, DHS/FEMA recipients and subrecipients may not use grant funds under open or new award to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

1.Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

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

3.Telecommunications or video surveillance services provided by such entities or using such equipment; or

4.Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." See 2 C.F.R. § 200.471.

Guidance is available in FEMA Police #405-143-1, *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services* issued May 10, 2022.

11. **Subrecipient** will complete the 2023 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer (CIO), Chief Information Security Officer (CISO) or equivalent for each recipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2023 NCSR is estimated to be open from October 2023 – February 2024. For more information, see the 2023 NOFO, Page 45.

ATTACHMENT B
PAYMENT PROVISIONS

The State agrees to compensate the Subrecipient for services performed, up to the Federal share amount stated below, provided such services are within the scope of the Agreement and are authorized as provided for under the terms and conditions of this Agreement.

Budget Detail:

Salaries and Benefits	**$ 0**
Contractual	**$ 0**
Training	**$ 0**
Supplies	**$ 0**
Travel & Mileage	**$ 0**
Equipment *	**$ 62,014.00**
Other Costs	**$ 1,000.00**
Indirect Cost **	**$**
Total Federal Share	**$ 63,014.00**
Total Non-Federal Share (Match)	**$**

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

*** Federal equipment threshold is $5,000.00[1]. Please reference Federal equipment compliance requirements.[2] Subrecipients must follow their own procurement policy unless the Federal and State requirements are more restrictive.**

**** Current Rate Approval Letter (under 2 CFR 200.332(a)(4) must be on file with DPS. It is also important to note that indirect rates may be subject to statutory caps of the Federal program which supersede the requirements of the Uniform Guidance. Refer to Bulletin 5 for further guidance.**

During the performance of this Agreement, any of the cost categories may be increased or decreased by up to 10% of the total award with prior written approval without the need for an official contact the DPS Financial Office shown on page 3. Approval will be given provided:

1. **It is within the Total Award Amount in effect at the time of the adjustment**
1. **It does not change the Scope of Work in Attachment A**

PROGRAMMATIC REPORTING REQUIREMENTS:

- Under 2 CFR 200.329 (e) *Significant Developments*: Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the subrecipient **must** inform DPS *as soon as* the following types of conditions become known:
  1. Problems, delays, or adverse conditions which will *materially impair* the ability to meet the objective of the award. This disclosure **must** include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
  2. Favorable developments which enable meeting time schedules and objectives *sooner or at less cost* than anticipated or producing *more or different beneficial results* than originally planned.

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

- The subrecipient **must** certify in writing to DPS at the end of the award that the project or activity was completed, or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Federal award must be adjusted.
- Changes in principal personnel or scope of effort **must** receive the prior written approval of DPS.

The subrecipient must submit programmatic reports using either the DPS Subgrant Progress Report Form or another format that includes all information required on the DPS form. The reporting periods are October 1 – December 31 (due January 30), January 1 – March 31 (due April 30), April 1 – June 30 (due July 30), and July 1 – September 30 (due October 30).

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

1. **Subrecipient will provide Financial Office with:**
   a. Purchase Order, if invoice is dated after the end of the performance period, if applicable.
   b. Copy of Invoice.
   c. Copy of the Cancelled Check.
   d. Program Progress Report Form.
   e. HSU Property Records List (submitted as an excel document) - All equipment (including information technology systems), having a useful life of more than one year and a per-unit acquisition cost of $5,000 or above, purchased by this grant must be included on the Homeland Security Unit (HSU) Property Records List.
2. **Requests for reimbursements, with complete Program Progress Report form must be submitted to the Vermont Department of Public Safety, no later than the end of the month following the month in which the expenses were incurred.**
3. **Subrecipient will track the grant funds to ensure that the project is completed before the expiration date.**
4. **Subrecipient will notify in writing of any proposed changes to the allowable expenditures.**
5. **Subrecipient will report all funds not expended upon completion of the project.**
6. **Either party can cancel this agreement within 30 days' notice.**
7. **All expenses must be incurred by 8/31/2026. These expenses must be paid no later than the end of the month following the month in which the expenses were incurred.**

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

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

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

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

Name: Kaisa S. Lewia

Via email: Kaisa.Lewia@Vermont.gov
Vermont Department of Public Safety/Financial Office
45 State Drive
Waterbury, VT 05671-1300

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

CLOSEOUT:

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

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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.

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

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

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

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

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

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

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

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

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

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

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

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

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations

concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

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

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

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

A) Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

B) Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

C) Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

D) Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

A) is not under any obligation to pay child support; or

B) is under such an obligation and is in good standing with respect to that obligation; or

C) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

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

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

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

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

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

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

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

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

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

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

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

B. **Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. **Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

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

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

(End of Standard Provisions)

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ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS

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

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

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, Agreements, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are

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

3. DRUG-FREE WORKPLACE

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

4. PROCUREMENT:

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

5. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS

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

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

[3] 2 CFR § 182

[4] **2 CFR § 200.318(c)(1)**

from audit, litigation or claims started before the expiration of the three year period, whichever is later.
b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
c. Provides information for planning, control and evaluation of direct and indirect costs;
d. Provides cost and property control to ensure optimal use of the grant funds;
Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:
a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
i. having new or substantially changed systems
ii. having new compliance personnel
iii. loss of license or accreditation to operate program
iv. organizational restructuring.

6. FOLLOWING SUBRECIPIENT PROCEDURES:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 200 Subpart E, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:
(a) 2 CFR 200 § 302 Financial Management

7. DISCLOSURE OF INFORMATION:

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

8. CONFLICT OF INTEREST

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

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

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

ATTACHMENT E
FUNDING SOURCE SPECIAL CONDITIONS

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

Article I - Summary Description of Award
The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of $4,847,500, and Operation Stonegarden (OPSG) funding in the amount of $800,000. The following counties shall receive OPSG subawards for the following amounts: State of Vermont, $800,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - OPSG Program Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

Article III - HSGP Performance Goal
In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article IV - DHS Standard Terms and Conditions Generally
The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.
All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

Article V - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMBs guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article VI - General Acknowledgements and Assurances
All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VII - Acknowledgement of Federal Funding from DHS
Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VIII - Activities Conducted Abroad
Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article IX - Age Discrimination Act of 1975
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article X - Americans with Disabilities Act of 1990
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XI - Best Practices for Collection and Use of Personally Identifiable Information
Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XII - Civil Rights Act of 1964 - Title VI
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XIII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIV - Copyright
Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XV - Debarment and Suspension
Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XVI - Drug-Free Workplace Regulations
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVII - Duplication of Benefits
Any cost allocable to a particular federal financial assistance award provided for in 2
C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XIX - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public
Trust and Public Safety
Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XX - Energy Policy and Conservation Act
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXI - False Claims Act and Program Fraud Civil Remedies
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)
Article XXII - Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXIII - Federal Leadership on Reducing Text Messaging while Driving
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIV - Fly America Act of 1974
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXV - Hotel and Motel Fire Safety Act of 1990
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXVI - John S. McCain National Defense Authorization Act of Fiscal Year 2019
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVII - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXVIII - Lobbying Prohibitions
Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXIX - National Environmental Policy Act
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXI - Non-Supplanting Requirement
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXII - Notice of Funding Opportunity Requirements
All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXIII - Patents and Intellectual Property Rights
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIV - Procurement of Recovered Materials
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXV - Rehabilitation Act of 1973
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXVI - Reporting of Matters Related to Recipient Integrity and Performance
General Reporting Requirements:
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Reporting Subawards and Executive Compensation
Reporting of first tier subawards:
Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVIII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are

used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;
(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXIX - SAFECOM
Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XL - Terrorist Financing
Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XLI - Trafficking Victims Protection Act of 2000 (TVPA)
Trafficking in Persons:
Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLII - Universal Identifier and System of Award Management
Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLIII - USA PATRIOT Act of 2001
Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIV - Use of DHS Seal, Logo and Flags
Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLV - Whistleblower Protection Act
Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLVI - Environmental Planning and Historic Preservation (EHP) Review
DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVII - Applicability of DHS Standard Terms and Conditions to Tribes
The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVIII - Acceptance of Post Award Changes
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLIX - Disposition of Equipment Acquired Under the Federal Award
For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article L - Prior Approval for Modification of Approved Budget
Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article LI - Indirect Cost Rate
2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article LII - Operation Stonegarden Program Hold

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (FRAGO) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

Article LIII - Funding Hold: Indirect Cost Rate Information Required
FEMA has placed a funding hold on this award, and $101,783.00 budgeted for indirect costs is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds identified in this Article.
To release the funding hold, the recipient must provide a fully executed indirect cost rate agreement negotiated between the recipient and its cognizant Federal agency or a proposal. If the recipient does not have a current indirect cost agreement or proposal, or if the recipient wants to charge the de minimis rate or use a cost allocation plan, the recipient must contact the relevant Program Analyst or Preparedness Officer or Grants Management Specialist for further instructions.
If you believe this funding hold was placed in error, please contact the relevant Program Analyst or Preparedness Officer or Grants Management Specialist.

BUDGET COST CATEGORIES

Personnel	$313,969.00
Fringe Benefits	$156,031.00
Travel	$0.00
Equipment	$11,157.00
Supplies	$5,000.00
Contractual	$5,029,905.00
Construction	$0.00
Indirect Charges	$101,783.00
Other	$29,655.00

Final Guidance must be followed, 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards became effective 12/26/2014 for Federal awards that are issued post 12/26/2014. This regulation supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in 2 C.F.R. Parts 220, 225, 215, and 230); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up. See final guidance and OMB Policy Statements for more information.

- 2 CFR 180 OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)
- 2 CFR 215 (formerly A-110) Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,
- 2 CFR 220 (formerly A-21) Cost Principles for Education Institutions,
- 2 CFR 225 (formerly A-87) Cost Principles for State, Local and Indian Tribal Governments,
- 2 CFR 230 (formerly A-122) Cost Principles for Non-Profit Organizations, and
- A-133 Audits of States, Local Governments and Non-Profit Organizations.

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

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

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

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title44/44cfr206_main_02.tpl

Board of Finance and City Council Submission Checklist

Department: Fire Submitter: Chief LaChance

Title/Subject: Acceptance of grant funding

	Approval:	Meeting Date:
☒	Board of Finance	11/13/2023
☐	City Council	Click or tap to enter a date.
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/1/2023	Chief LaChance
Mayor's Office informed and approved memo	Yes	11/6/2023	J. 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	11/3/2023	J. Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/3/2023	J. Pellerin
CAO has reviewed budget, financing, and memo	Yes	11/6/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	State of Vermont Standard Sub Recipient Agreement
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.

CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

645 Pine St. Suite A
Burlington, VT 05401
802.865.7200 VOX
802.863.0466 FAX
802.863.0450 TTY

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Lee Perry
DIVISION DIRECTOR
DPW MAINTENANCE DIVISION

MEMORANDUM

To: Board of Finance, City Council

From: Chapin Spencer, DPW Director
Lee Perry, Division Director - DPW Maintenance

Date: November 13, 2023

Re: Approval to enter into a contract with Cargill, Inc. for FY24 road salt procurement

Background:

The Department of Public Works (DPW) budgeted $285,000.00 in FY24 for rock salt and de-icing chemicals for our winter maintenance of the City roads, bike lanes and sidewalks.

DPW sent bid requests for the estimated necessary ~4,000 tons of rock salt, to suppliers in our region. Below are a list of suppliers that have submitted competitive quotes.
There is a significant increase to the cost per ton for FY24, compared to FY23 cost per ton as seen in the quotes below.

- **Cargill** – Located in North Olmstead, Ohio. Distributed locally by Barrett Trucking, Shelburne VT. $88.00/ton delivered. 6 miles one-way. Delivery based on need, with minimal wait time. Same day to next day is common. ($2.00/ton increase)
- **American Rock Salt** – Located in Mount Morris, New York, who had distributed locally from Middlesex VT., is no longer doing business in this area and declined to submit a bid.
- **Compass Minerals** – Located in Quebec, Canada. Distributed from Ste Catherine $97.47/ton delivered. 96 miles one-way. 48 hr. delivery notice. Requested dates and times cannot be guaranteed during peak periods or adverse weather conditions. ($8.35/ton increase over FY23 Quote)

In reviewing the quotes, key factors include the distance from our location and availability to deliver in a timely manner. During freezing rain and icing events, we use a lot of our stockpiled salt. A quick turnaround on delivery is essential in keeping a well-stocked supply of salt readily

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available for use. We have limited storage space (+/- 500-600 tons) at our facility located at 645 Pine Street. Other divisions and departments also use this material as well, including DPW Traffic Division for parking lots and garages, as well as the Parks Department for the maintenance of their parking lots. We also supply all City fire stations with salt throughout the winter season.

Based on this, we recommend moving forward with Cargill, not only did they provide the most competitive price per ton, its distributor is also only six miles away and offers a timelier and consistent delivery schedule. This option better serves the city's interest in keeping the streets, bike lanes, sidewalks, and parking lots safe and clear of snow and ice.

Funding:

The Board of Finance and City Council this past June 2023 approved the FY24 General Fund Budget, which included the $285,000.00 allotted for road salt and deicing chemicals for our winter maintenance of roads, and sidewalks. While this budgeted amount has remained flat for at least the last five fiscal years, prices have increased by2% this year alone. We've been able to well manage salt usage through calibrating our machines, mixing the salt with a liquid deicer and watching the weather carefully, but we will continue to use substantial amounts of salt with 95 miles of roads, 130 miles of sidewalks, dozens of miles of bikeways and parking lots to maintain.

There is a $250,000 Maintenance Division reserve fund that was established in the assigned fund balance around 2015 to protect against unpredicted increases in winter salt usage and staff overtime due to weather patterns as well as fuel usage. In FY23 DPW went over budget by $7,972.00 to support additional salt purchases but was able to absorb this within the DPW budget. DPW currently has ~500 tons in our storage bunkers from last season that we will use at the start of this upcoming winter season. Depending on the amount of snowfall and ice our crews must clear this winter, we may need to tap into the reserve fund for FY24 , given the increased cost of salt, and the more frequent icing/freezing rain events that are becoming more common in the winter months. At this quoted cost the City would be able to purchase ~3200 tons of salt. This is 800 tons lower than the 4,000 tons that is generally our estimated annual amount needed to maintain the roads and sidewalks. See chart below for past fiscal years costs, and tons used.

*Projected

Fiscal Year	Budgeted Amount	Total FY Cost	Cost Per Ton	Tons Used
FY20	$285,000.00	$275,640.00	$78.50	3,511
FY21	$285,000.00	$200,199.00	$70.50	2,840
FY22	$285,000.00	$283,466.00	$73.00	3,883
FY23	$285,000.00	$292,972.00	$86.00	3,404
*FY24	$285,000.00	$285,000.00	$88.00	~3,200

Thank you. Do not hesitate to contact Lee Perry at lperry@burlingtonvt.gov, or 802-316-7568 if you have any questions, or need clarification.

Motions:

Board of Finance:

To approve and recommend that City Council authorize the Director of Public Works enter into a contract with Cargill to supply the City of Burlington with rock salt for winter maintenance of roads and sidewalks at a unit price of $88.00/ton, for an amount not to exceed $285,000 plus $43,000 in contingency for Fiscal Year 2024, which will come from the Public Works Reserve in the assigned fund balance, for a total authorized expenditure of $328,000, subject to review and approval of the City Attorney's Office.

City Council:

To authorize the Director of Public Works to enter into a contract with Cargill to supply the City of Burlington with rock salt for winter maintenance of roads and sidewalks at a unit price of $88.00/ton, for an amount not to exceed $285,000 plus $43,000 in contingency for Fiscal Year 2024, which will come from the Public Works Reserve in the assigned fund balance, for a total authorized expenditure of $328,000, subject to review and approval of the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Lee Perry

Title/Subject: FY24 Salt Procurement Contract

	Approval:	Meeting Date:
☒	Board of Finance	11/13/2023
☒	City Council	11/20/2023
☐	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	10/26/2023	Approved Chapin Spencer
Mayor's Office informed and approved memo	Yes	11/7/2023	Approved by Jordan Redell
Board/Commission, if required			Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/7/2023	Approved Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	11/7/2023	Approved Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

OFFICE OF THE CLERK/TREASURER
City of Burlington
City Hall, Room 20, 149 Church Street, Burlington, VT 05401
Voice (802) 865-7000
Fax (802) 865-7014
TTY (802) 865-7142

MEMORANDUM

TO: Board of Finance and City Council

FROM: Sarah Montgomery, Assistant City Clerk

CC: Katherine Schad, Chief Administrative Officer
Jared Pellerin, Acting City Attorney

DATE: November 13th, 2023 and November 20, 2023

RE: Authorization for Contract with Avenu Insights and Analytics for Digitization of Land Records and Budget Amendment

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Executive Summary

The Clerk Treasurer's Office is seeking approval to execute a contract with Avenu Insights and Analytics (Avenu) for the digitization of Land Records from 1798 -1934. Additionally, we are seeking approval for a budget amendment to use funds from the Preservation and Restoration Fund to pay for this service.

Background

The Clerk Treasurer's Office completed an important digitization project in 2021-2022, scanning 177,982 pages and ensuring land records from 1935-1985 were available electronically. We are seeking authorization to execute a contract with Avenu to further digitize our land records, to include records from 1798 to 1934. These records currently only exist in paper format, and many of the records are in fragile condition. Completing this project will provide a complete digital backup of all land records that have been recorded in the Clerk Treasurer's office, which we are required by state statute to retain permanently, and which contain the important history of real estate within the city.

Goal:

- To create a complete digital backup of the historical land records that have been recorded with the Clerk Treasurer's Office, by digitizing land records recorded between 1798 and 1934.

Project Description:

- Avenu to scan 202 Land Record volumes, containing an estimated 82,011 pages.
- Avenu to enhance digital images.
- Avenu to tag, link, and load scanned images into our online land record system.
- Avenu to create and deliver a text searchable PDF of type-written data for each book.

This phase of the project does not include complete indexing of the documents in our online land

record system, though this is something we hope to complete in the future.

Funding

We have an existing contract with Avenu as our land records software provider. Due to this, the CAO has approved Avenu as the sole source vendor for this project, which is an extension of the regular contracted services they provide. The estimated cost to complete this project is $76,065. Given the uncertainty in the exact number of documents and their condition, a 15% contingency of $11,409 is included in the cost estimate, for a total of $87,474.

This project will be funded by the Preservation Fund, account number 110-04-000.4200. 26.7% of the land records recording fees that are collected at the time of service ($4 of every $15) are dedicated to the preservation and restoration of City records, which are set aside as the Preservation Fund. At this time, the fund has sufficient funds for covering this expense, with a current balance of $318,999. The Clerk Treasurer's Office is seeking a budget amendment to designate these preservation funds as follows:

Account Number	Account Name	Increase
110-04-000.6500_118	Professional and Consultant Services	$87,474.00

Board of Finance Motion:

1. To approve and authorize the Chief Administrative Officer to execute a contract with Avenu Insights and Analytics for continued land records digitization with a maximum limiting amount of $87,474.00, subject to the final review and approval by 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 to designate $87,474.00 from the Preservation/Restoration fund (GL 110-04-000.4200) account line to be used for Professional and Consultant Services (account line 110-04-000.6500_118)

City Council Motion:

1. To approve and authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendment to designate $87,474.00 from the Preservation/Restoration fund (GL 110-04-000.4200) account line to be used for Professional and Consultant Services (account line 110-04-000.6500_118)

Thank you for your consideration, and please feel free to reach out with any questions.

CUSTOMER NO	DATE	SALES ORDER NUMBER	
C101094	September 27, 2023	Q-05414	

BILL TO	SHIP TO
City of Burlington, VT	City of Burlington, VT
Attn: Sarah Montgomery	Attn: Sarah Montgomery
149 Church St.	149 Church St.
Burlington, VT 05401-8471	Burlington, VT 05401-8471

CUSTOMER EMAIL ADDRESS: smontgomery@burlingtonvt.gov

Customer Contact: Sarah Montgomery **Phone:** (802) 865-7020

Effective Term: Start: 10-31-2023

End: 04-30-2025

Product Name	Product Description	Product Code	Total Units	Price per Unit	Pricing Totals
Digital Processing Services	Project Setup	GR000174	1	$500.00	$ 500.00
Digital Processing Services	Scan – Loose Book	GR000179	59,306	$0.28	$ 16,605.68
Digital Processing Services	Scan - Bound Book	GR000180	22,705	$0.63	$ 14,304.15
Digital Processing Services	Digital Magic – Image Enhancement	GR000034	82,011	$0.25	$ 20,502.75
Digital Processing Services	Tag, Link and Load	GR000066	149,088	$0.14	$ 20,872.32
Digital Processing Services	Create Searchable PDF's by Book	GR000155	82,011	$0.04	$ 3,280.44
				Total	$ 76,065.34

CONFIDENTIAL & PROPRIETARY
This document is exclusively for commercial use between Avenu Insights & Analytics, and Customer, and is considered Confidential Information according to the Terms, not to be disclosed to third parties unless such disclosure is explicitly permitted under this Agreement.

****THIS IS NOT AN INVOICE**** – Please do not send payment from this order. You will receive a separate invoice for the services provided above****

If you have any questions regarding payment, you can reach us directly at AR@avenuinsights.com or (571) 485-7875.

TERMS AND CONDITIONS

Unless modified terms and conditions have been executed by the Parties and are referenced in the Special Instructions or Product Specific Terms below, the Sales Order Form ("Sales Order") is governed by Avenu Insights and Analytics, LLC's ("Avenu") Standard Terms and Conditions for Services ("Standard Terms and Conditions") found at [avenuinsights.com/processing-agreement-standard-terms-and-conditions-for-services/]. As used in this Sales Order, Terms and Conditions refers to either Avenu's Standard Terms and Conditions, or, if applicable, the modified terms and conditions referenced in the Special Instructions or Product Specific Terms below ("Terms and Conditions").

By executing this Sales Order, Customer acknowledges having

(i) accessed online and/or been provided a copy of Avenu's Standard Terms and Conditions, and
(ii) read and accepted Avenu's Standard Terms and Conditions. Any capitalized terms in this Sales Order that are not defined herein have the meaning indicated in Avenu's Standard Terms and Conditions.

The Standard Terms and Conditions together with this Sales Order represent the entire agreement between the Parties' regarding this subject matter and supersede and prevail over any and all other discussions, understandings and agreements (including, without limitation, any purchase order or other unilateral document) related to the subject matter of the Agreement unless the additional terms are accepted in writing by both Parties.

In the event of any inconsistency or conflict between this Sales Order, on the one hand, and Avenu's Standard Terms and Conditions, on the other hand, this Sales Order will take precedence.

Avenu's fees are exclusive of all taxes, levies or duties imposed by taxing authorities. The Parties' respective tax obligations will be as provided for in Avenu's Standard Terms and Conditions and applicable law.

SPECIAL INSTRUCTIONS

Project Assumptions:

- Customer has a total of 202 books with an estimated 82,011 pages.
- Of the 202 books, 35 books are bound with 22,705 pages and 167 books are loose with 59,306 pages.
- All pages are in good condition.
- Books will be picked up and imaged at an Avenu facility.
- Additionally, Avenu will deliver each book as a text searchable PDF of type-written data.

Avenu incorporates by reference the Agreement for Information Technology Products and Services effective July 1, 2021 through June 30, 2026.

PRODUCT SPECIFIC TERMS

ASSUMPTIONS: Avenu's delivery of Services and the Estimated Sales Amount and Estimated Total are based on the assumptions, estimated quantities, and condition of the artifacts provided by the Customer. In the event the assumptions provided by the Customer are inaccurate or there is a discrepancy in the condition of the artifacts, Avenu shall notify the Customer in writing of any and all adjustments to the Sales Order and shall proceed unless, upon receipt, Customer provides written

notice within five (5) days of Customer's decision not to proceed. **For the avoidance of doubt, notwithstanding the Estimated Sales Amount and Estimated Total set forth herein, Avenu shall invoice Customer for actual products and quantities processed.**

DELIVERY: The Customer shall be solely responsible for determining the output requirements for the products and quantities processed ("Output Files"). Avenu shall not be responsible for uploading Output Files (i) into a non-Avenu system unless Customer provides for such upload in the Special Instructions or (ii) into an Avenu system unless Customer has a Maintenance Agreement and the Term of said Agreement extends beyond the Term of the Sales Order.

ACCEPTANCE: Customer will notify Avenu in writing within ten (10) business days of any defect that requires remediation. If not notified to the contrary, Avenu will deem all deliverables as acceptable by Customer and will consider all invoicing of said deliverables to be due and payable according to the Terms and Conditions. **For the avoidance of doubt, Avenu shall deem all deliverables as acceptable by Customer and will consider all invoicing of said deliverables to be due and payable upon delivery (and not uploading of Output Files into an Avenu or non-Avenu system) unless uploading of Output Files into an Avenu or non-Avenu system is expressly stated as part of the Product Name and Product Description and/or Special Instructions of the Sales Order.**

Customer: City of Burlington, VT ***(Authorized Signature Only)*** ***CUSTOMER ACCEPTANCE: I hereby accept the terms and conditions of this Sales Order and the Terms and Conditions for Services that is accessible online and authorize Avenu to proceed on this matter as set forth herein.***	**Avenu Insights & Analytics, LLC** ***(Authorized Signature Only)***
Signature:	Signature:
Print/Name:	Print/Name: James Barkman
Title:	Title: Chief Financial Officer
Date	Date

Board of Finance and City Council Submission Checklist

Department: Clerk Treasurer Submitter: Sarah Montgomery

Title/Subject: Authorization for Contract with Avenu Insights and Analytics for Digitization of Land Records and Budget Amendment

	Approval:	Meeting Date:
☒	Board of Finance	11/13/2023
☒	City Council	11/20/2023
☐	Concurrent	N/A

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	11/1/2023	Katherine Schad
Mayor's Office informed and approved memo	Yes	11/8/2023	Jordan Redell
Board/Commission, if required	N/A	N/A	N/A
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	No	N/A	Jared Pellerin to review and approve prior to execution of contract
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/7/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	11/1/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	N/A	N/A
CIO, if an IT-related investment/purchase	N/A	N/A	N/A

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 CLERK/TREASURER
City of Burlington

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

To: Board of Finance
City Council

From: Katherine Schad, Chief Administrative Officer

Date: November 13 and 20, 2023

Subject: Approval of budget amendment for contract to prepare for FY23 audit

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Background

In May 2023, in the absence of a Director of Finance, and in response to the FY22 audit letter, the City signed an initial contract with Berry Dunn for consulting services to assist the Clerk Treasurers (CT) Office with technical accounting issues, including FY23 audit readiness. The $50K contract was approved for a sole source due to unique qualifications. Berry Dunn's consultants have previously worked with the City and its auditors allowing for a rapid start-up and ability to work seamlessly together on complex audit issues.

The consultancy has accomplished the following in preparation for the FY23 audit:

- Entered debt reconciliations and corresponding footnotes for the Annual Comprehensive Financial Report (ACFR);
- Completed the Governmental Activities Capital Assets and corresponding footnotes for the ACFR;
- Assist the City with collecting information and completing GASB 87, 94, and 96;
- Finalized pension entries for all full-accrual funds;
- Completed Water Department Beginning Fund Balance journal entries; and
- Reviewed all funds to identify areas that continue to need attention.

Current Situation

In discussion with the City's auditors, they confirm that Berry Dunn's consulting has greatly improved the quality of the City's work to date. In order to satisfy FY23 audit requirements, the CT Office needs additional consulting from Berry Dunn, specifically help with the following items:

- Completing capital assets for both Water Resources and Airport enterprise funds;
- Finalizing fund balance classifications for general fund;
- Reconciling accounts receivable; and
- Making Other Post-Employment Benefits (OPEB) entries.

The CT office proposes modifying the existing contract with Berry Dunn by adding an additional $50,000 to finalize the tasks needed for the FY23 audit.

Financial Impact
This assignment has been budgeted under the consulting line in the FY24 CT budget.

Motions

Board of Finance Motion:

To approve and recommend the City Council approve and authorize the Chief Administrative Officer to execute a first contract amendment in the amount of $50,000 and to extend the maximum limiting amount of the contract to $100,000 with Berry Dunn for accounting services, upon the review and approval of the City Attorney's Office.

City Council Motion:
To approve and authorize the Chief Administrative Officer to execute a first contract amendment in the amount of $50,000 and to extend the maximum limiting amount of the contract to $100,000 with Berry Dunn for accounting services, upon the review and approval of the City Attorney's Office

To: Burlington Board of Finance
Burlington City Council
From: Kara Alnasrawi, Director of Business & Workforce Development
CC: Katherine Schad, CAO
Hayley McClenahan, Assistant City Attorney
Date: November 8, 2023

Re: Downtown Vibrancy Grant

Background: The State of Vermont's Agency of Commerce and Community Development (ACCD), has recognized downtowns throughout the State for their role in the State's overall economic vitality. The City of Burlington's downtown is a state-designated downtown.

Vibrancy Grant: As of fiscal year 2024 the State of Vermont, through the ACCD, has initiated the Downtown Vibrancy Fund. This fund is a non-competitive grant automatically awarded to all designated downtowns. The purpose of these funds is to support and improve downtown vibrancy and economic sustainability, while also helping downtowns supply the State with important data.

Each recipient will work with the State to decide which of the eligible uses would be most impactful for the funds. The recipient also agrees to several mandatory aspects of the grant including a downtown business & consumer survey and a business and building inventory. The required aspects of the grant will be undertaken by the Office of Business & Workforce Development.

Board of Finance Motion:
To approve and recommend that the City Council authorize the Director of Business & Workforce Development to enter into an agreement with the State of Vermont, subject to final review from the City Attorney's Office, to accept a grant award of $25,000 in fiscal year 2024 as part of the State of Vermont's non-competitive Downtown Vibrancy Fund.

City Council Motion:
To authorize the Director of Business & Workforce Development to enter into an agreement with the State of Vermont, subject to final review from the City Attorney's Office, to accept a grant award of $25,000 in fiscal year 2024 as part of the State of Vermont's non-competitive Downtown Vibrancy Fund.

VERMONT

State of Vermont
Department of Housing and Community Development
Deane C. Davis Building – 6th Floor
One National Life Drive
Montpelier, VT 05620-0501

Agency of Commerce and Community Development

[phone] 802-828-3211

October 27, 2023

Kara Alnasrawi
Director, Business & Workforce Development
City of Burlington
131 Church Street, Suite 209
Burlington, VT 05401

Re: Downtown Vibrancy Fund Grant

Dear Kara:

Congratulations! This letter is official notification that the City of Burlington has been awarded a grant of $25,000 from the Downtown Vibrancy Fund for fiscal year 2024 (July 1, 2023 – June 30, 2024) from the Department of Housing and Community Development (DHCD). The Downtown Vibrancy Fund is non-competitive grant awarded to each downtown organization intended to support designated downtown organizations' efforts to strengthen and improve the economic sustainability and vibrancy of Vermont downtowns through increased access to resources and capacity to help educate, guide, support, and partner with municipalities, businesses, non-profits, and community organizations. DHCD will work with awardees to understand the eligible uses and to draft grant agreements.

Please let us know if you have any questions – we look forward to working with you in the coming year.

Sincerely,

Alexander R. Farrell

Alex Farrell
Interim Commissioner
Department of Housing and Community Development

Board of Finance and City Council Submission Checklist

Department: Business & Workforce Development Submitter: Kara Alnasrawi

Title/Subject: State Downtown Vibrancy Grant Acceptance

	Approval:	Meeting Date:
☒	Board of Finance	11/13/2023
☒	City Council	11/20/2023
☐	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	11/8/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	11/9/2023	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	11/9/2023	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	11/8/2023	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?	Yes	Board of Finance

Burlington Fire Department
136 South Winooski Avenue
Burlington, Vermont 05401-8378
(802) 864-4554 • (802) 658-2700 (TTY)
Business Fax (802) 864-5945 • Central Station Fax (802) 865-5387

To: Board of Finance; City Council

From: Michael LaChance, Fire Chief
Stephen J. Petit, Deputy Chief of Administration

Date: BoF: November 13, 2023, C.C: November 20, 2023

Re: Burlington Fire Department – Station Alerting

The Burlington Fire Department is seeking approval and authorization to replace the existing fire station alerting system at a cost not to exceed $430,000.00. When lives are on the line, seconds matter. A modern station alerting system will ensure our firefighters rapidly receive reliable and critical call information in a variety of methods, reducing the time it takes to respond to emergencies, whether our members are in or out of the fire stations.

Proposal

The Burlington Fire Department currently relies on the Zitron Model 26 Station Alerting System to notify our fire stations of an incident requiring our members' response. This system, purchased in 1998, is antiquated, has been prone to failures, and does not provide the option for "heart healthy" alerting. The current station alerting system is not covered by warranty and is past its useful life.

In evaluating the need for updating our station alerting, consideration was given to the following:

- Reducing response times and improving the community ISO rating.
- Leveraging multiple modes of communication
- Adopting a flexible deployment architecture, which would allow for future expansion
- Leveraging existing equipment
- Prioritizing firefighter health

- Considering remote apparatus and personnel
- Building for high reliability and accessibility
- Designing for service and ease of maintenance
- Using a standards-based approach (NFPA 1221 & NFPA 1710)

We propose replacing the existing system with an alerting system that would allow for "heart healthy" alerting through ramped audio levels and low-intensity lighting, increased customization for audible and visual notification types within the fire stations, zoned alerting to provide notification to only those responders needed, off-site control of fire station apparatus doors, and increased reliability to ensure timely emergency response. The proposed system also includes additional safety mechanisms, such as placing panic buttons near entrances and within workout areas so that members within the station and our emergency communication specialists at the dispatch center are aware of potential emergencies within the building. Unlike our existing station alerting system, a modern system can be built for high reliability due to automated self-monitoring, alerting over multiple communications pathways simultaneously (radio, mobile application, sign boards, audible tones, lighting, and digital displays), and receipt of call information by the alerting system via a variety of methods. Upgrading our station alerting system would allow us to utilize a consistent, automated voice for the initial audible dispatch. The consistency and clarity of an automated voice make it easier and less stressful for first responders to gather necessary information efficiently. Additionally, an updated alerting system would be software-based, allowing for flexibility and customization and increasing the lifetime of the alerting system. These new features are designed to increase speed and reliability while reducing stress on our first responders.

Occupational stress is inherent to firefighting. There are subtle, often unseen stresses, such as the effect of receiving alerts in the fire station, especially at night. Interrupted sleep, jarring alarms, and bright lights take a toll. A modern alerting system can utilize ramped audio levels to awaken firefighters without the acute stress that abrupt, loud tones can produce. Additionally, low-intensity lights that turn on at the time of an alert, rather than the traditional bright lights, are easier on the body and preserve the firefighters night

vision. The introduction of zone-specific notification is now possible with an updated station alerting system so that based on the station configuration and incident type, only those responders needed are alerted. In contrast, those not needed can continue sleeping.

An RFP was issued in July 2023, with bid proposals received in August 2023. Three bids were received, with only two of the submissions meeting all requirements listed in the RFP. Off-site visits were made to Hartford, VT, in September and Rochester, NY, in October to view products offered by the vendors who had submitted proposals meeting all of the listed requirements. In our review process and comparison, we considered upfront costs, reoccurring costs, reliability, implementation timeline, customization, warranty coverage, and service. The selected vendor, Bryx, Inc., is cloud-based, requires minimal hardware, and utilizes commercially available equipment. As a result, complete installation is possible within 90 days, and future expansion is simple and affordable. Furthermore, the Bryx, Inc. station alerting product can function independently of our computer-aided dispatch (CAD) system, providing a reliable option for notification in the event of a CAD failure. Bryx, Inc. provides a product that meets the criteria from NFPA 1221 (Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems):

- Self-monitoring
- Back up power supply during a loss of power
- Alert tones
- Automatic recording of system activity

Additionally, as a value-added, the selected vendor will provide a mobile application for members and digital dashboards within the fire stations, replacing 3rd party products and reducing our vendor list. We currently utilize a similar mobile application to recall off-duty personnel in the event of a large incident. The Bryx, Inc. mobile application will provide the same service but include additional features such as the ability to live stream fire ground audio. This application is available at no additional cost and with no limit on the number of devices. It would provide a method for group messaging to recall off-duty

personnel, as well as provide a means of rapid incident notification for on-duty members when out of the fire stations.

Included in the package is a warranty covering all hardware and software provided by the vendor. The warranty includes a service and maintenance agreement ensuring that the Burlington Fire Department receives the following:

- All future updates, enhancements, and upgrades to the station alerting platform;
- Customer support 24/7;
- Replacement of hardware component(s) delivered within (1) day of reported failure;
- Unlimited and unrestricted usage of Bryx Management and Dispatch Sites.

Funding

The City's 2022 General Obligation Capital Bond has the funds available to pay the $430,000 for this project, as was explicitly discussed when the voters passed the bond during the 2022 Town Meeting Day. This ask was included in the $4,000,000 budget for the Public Safety Communications Upgrade. A summary of the overall project budget, including the station alerting expense, is below. If approved, there will still be $76,341 remaining in the funds obligated toward the public safety communication upgrade project.

Public Safety Communication Upgrade Budget	
Contract	**Expense**
Motorola	$3,285,000.00
Burlington Communications	$208,659.00
Station Alerting	$430,000.00
Total Expenses:	**$3,923,659.00**
Remaining Project Budget:	**$76,341.00**

Attachments

1. Bryx, Inc. Bid Proposal

Board of Finance Motion

To approve and recommend that the City Council approve and authorize the Chief of the Burlington Fire Department to execute a contract with Bryx, Inc. for the installation of a fire station alerting system, with a maximum limiting amount of up to $430,000.00, which is the contract cost plus a 6.6% contingency, subject to the final review and approval of the City Attorney's Office.

City Council Motion

To approve and authorize the Chief of the Burlington Fire Department to execute a contract with Bryx, Inc. for the installation of a fire station alerting system, with a maximum limiting amount of up to $430,000.00, which is the contract cost plus a 6.6% contingency, subject to the final review and approval of the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Department: Fire Submitter: Chief LaChance

Title/Subject: Fire Station Alerting System

	Approval:	Meeting Date:
☒	Board of Finance	11/13/2023
☒	City Council	11/20/2023
☐	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	11/1/2023	Chief LaChance
Mayor's Office informed and approved memo	Yes	11/6/2023	J. 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	10/30/2023	J. Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	10/30/2023	J. Pellerin
CAO has reviewed budget, financing, and memo	Yes	11/1/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Yes	11/7/2023	S. Barker

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	Bid Proposal
Draft Resolution or Motion?	Yes	Included
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

City of Burlington
Department of Public Works

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

Memorandum

Date: November 13, 2023 - Board of Finance
November 20, 2023 - City Council

To: Burlington Board of Finance / City Council

From: Corey Mims, P.E., Senior Public Works Engineer

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

Subject: Railyard Enterprise Project – Stantec Design Contract Amendment 4

REQUEST

The Burlington Department of Public Works (DPW) respectfully requests that the Board of Finance and City Council approve and authorize the execution of a design engineering services Contract amendment to begin the second phase of the Railyard Enterprise Project with Stantec Consulting Services, Inc. (Stantec). This amendment increases the initial contract of $1,501,200 in the amount of $966,758 with an additional $193,352 (20%) contingency for a new contract total of $2,661,310.

EXECUTIVE SUMMARY

The purpose of the Railyard Enterprise Project (REP) is to enhance multimodal travel connectivity in the Burlington Waterfront South area, improve livability of the surrounding neighborhoods, support economic development, and improve intermodal connections to the Burlington Railyard, a National Highway System (NHS)-designated intermodal facility. The project encompasses a network of multimodal transportation infrastructure improvements connecting Pine Street and Battery Street in the City of Burlington. The City of Burlington, in partnership with the Chittenden County Regional Planning Commission (CCRPC), and in close cooperation with the Vermont Agency of Transportation (VTrans) and Federal Highway Administration (FHWA) completed an enhanced scoping process under FHWA's Every Day Counts/Planning and Environmental Linkages (EDC/PEL) initiative as well as a Phase II supplemental scoping effort for this project. The final reports can be found here: https://www.ccrpcvt.org/our-work/transportation/current-projects/scoping/railyard-enterprise-project/.

- On July 22, 2021, DPW published a Request for Qualifications (RFQ) requesting Statements of Qualifications (SOQ)s from engineering firms for engineering services for the Railyard Enterprise Project.
- On August 19, 2021, the City received two SOQs from engineering firms which were reviewed and evaluated by a team of DPW/VTrans personnel to make a Qualifications Based Selection (QBS). Following the QBS, the City requested Stantec submit a detailed

scope and fee which was reviewed and negotiated with the City to develop the final agreed terms for the contract.

- In November 2021 a contract was executed with Stantec for the first phase of the Railyard Enterprise Project design efforts to advance the project through the National Environmental Policy Act (NEPA) process.
- On October 17, 2022, City Council approved selection of the City's Preferred Alternative option that would be submitted through the NEPA process.
- On September 9, 2023, the Environmental Assessment (EA) and 4(f) documents were published for public comment period ending October 9, 2023.
- Currently the EA and 4(f) documents are under further review by FHWA with another round of review/comments.
- Anticipated FHWA decision to be issued mid-January 2024.

This contract amendment is for the next phase of the Railyard Enterprise Project advancing the anticipated preferred alternative through end of right-of-way acquisition phase and preliminary plans. This timely amendment is being made to continue momentum of the project, reducing lost time awaiting FHWA decision and minimizing potential delays for a projected 2026 construction start date.

PROJECT FUNDING

On May 24, 2021, the City Council authorized execution of Grant Agreement #CA0645 with the State of Vermont for the Railyard Enterprise Project. The $9,000,000 grant is comprised of $892,000 from State funds and $8,108,000 from Federal Funds with a $1,000,000 (10%) Local Match. Work performed under this contract will be eligible for reimbursement at the project's funding split of 90% Federal/State and 10% Local Match as outlined in the Cooperative Agreement between the State of Vermont Agency of Transportation and the City of Burlington.

The initial contract of $1,251,000 with $250,200 (20%) contingency was executed in November 2022.

This current amendment continues progress of the project and increases the contract and contingency authorization by $1,160,110 bringing the amended design contract amount to $2,661,310. The remaining scope of the Railyard Enterprise Project design contract will require additional amendments that we will come back for approval
.

ATTACHMENTS

A. Stantec – REP Contract Amendment 4 Revised for Additional Services dated November 8, 2023

MOTIONS

Action for Board of Finance:

To approve and recommend that the City Council authorize the Director of the Department of Public Works to execute a contract amendment with Stantec Consulting Services, Inc. for continued and additional engineering design services for the Railyard Enterprise project increasing the contract amount by $966,758 with an additional $193,352 (20% contingency), totaling $2,661,310 subject to the review and approval by the City Attorney's Office.

Action for City Council:

To authorize the Director of the Department of Public Works to execute a contract amendment with Stantec Consulting Services, Inc. for continued and additional engineering design services for the Railyard Enterprise project increasing the contract amount by $966,758 with an additional $193,352 (20% contingency), totaling $2,661,310 subject to the review and approval by the City Attorney's Office.

ATTACHMENT A

Stantec Consulting Services Inc.
55 Green Mountain Drive, South Burlington VT 05403-7824

November 8, 2023

Attention: Corey Mims, PE
Senior Public Works Engineer
645 Pine Street
Burlington, Vermont 05401

Dear Corey,

Reference: Railyard Enterprise Project – Revised Contract Amendment for Additional Services

Per our discussions today, Stantec is hereby revising the Contract Amendment for Additional Services dated October 23, 2023. The following updates are proposed.

Task 1 - Conceptual Plans

The scope for Task 1.9 will be reduced and modified to include a site visit by the buildings team and development of a feasibility report for building improvements. This will result in a more refined scope of work for the next contract amendment. Detailed plans and specifications for building improvements will be deferred to next contract amendment. This will not have an impact on schedule.

All other tasks will be completed at full scope.

Task 2 – Preliminary Plans

All Preliminary Plans tasks are removed and will be included in the next contract amendment.

Task 3 – Local and Environmental Permitting

Hours allocated for Task 3.1 Coordination with EPA and DEC on soils investigation are reduced since some of this effort will occur during Task 2 Preliminary Plans.

Tasks 3.2 and 3.4 will be completed.

Tasks 3.3 and 3.6 are removed and will be included in the next contract amendment.

Task 4 – Right-of-Way (ROW) Acquisition

All ROW Acquisition tasks are removed and will be included in the next contract amendment.

Task 8 – Project Management

Hours allocated for Task 8.1 are reduced since some of this effort will occur beyond completion of Task 1

Task 9 – Community Engagement

Hours allocated for Tasks 9.1 and 9.2 are reduced since some of this effort will occur beyond completion of Task 1.

Tasks 9.3, 9.4, 9.5, and 9.6 will be completed.

Direct Expenses and Subconsultant Tasks

Direct expenses have been reduced to account for the reduced scope.

Reference: Railyard Enterprise Project – Revised Contract Amendment for Additional Services

Subsurface Utility Engineering: Effort through QL-B will be completed. QL-A effort will be shifted to next contract amendment since this would happen during Task 2 Preliminary Plans.

Soils Investigation: No change

Hazardous Buildings Material Assessment: No change

Rail and Traffic Signal Designs: Effort for Task 1 will be completed. Task 2 effort has been removed and will be shifted to next contract amendment.

Survey: No change

Appraisals: This budget has been removed since this will happen during Task 4 Right-of-Way Acquisition.

Historic Resource Mitigation: No change

TASKS, HOURS, AND FEE

A revised summary of anticipated tasks with estimated hours and fee including subconsultant fees and direct expenses is attached. Total fee for services is anticipated to be $966,758. The fee was developed assuming tasks will be completed by the dates included in the attached project schedule. A 20% contingency budget of $193,352 in addition to the $966,758 fee is recommended to cover work where the scope is not currently well defined such as additional survey, geotechnical investigations, building drawings and details, visualizations, additional railroad flagger hours, traffic control, additional community and stakeholder outreach, and other requests that VTrans or FHWA may have during this next phase of the project. It is recommended that the City gain approval from City Council and Board of Finance for this contingency as well. This will allow the City and VTrans to pursue this work without the need for further approval while minimizing disruption to the project schedule. Any document or permit fees will be paid directly by the City.

We can begin work immediately upon executing the attached revised Contract Amendment with the City.

We look forward to working with you to continue advancing this important project for the City of Burlington. If you have any questions, please do not hesitate to contact me.

Regards,

Stantec Consulting Services Inc.

Gregory G. Goyette, P.E. (VT)
Senior Principal, Transportation
Phone: 802-497-6403
greg.goyette@stantec.com

Attachment: Revised Contract Amendment #4, Revised Task Labor Hour Schedule, Contract Amendment for Additional Services dated October 23, 2023

c. Norm Baldwin, Ande DeForge

PROFESSIONAL SERVICES AGREEMENT CONTRACT AMENDMENT

ContractAmendment # 4 Date 08 November 2023

"Stantec" Stantec Consulting Services Inc.

Stantec Project # Stantec Proj. No.

193 Tilley Drive, Suite 101, South Burlington, VT 05403
Ph: (802) 497-6403
email: greg.goyette@stantec.com

"Client" City of Burlington

Client Project #

645 Pine Street, Burlington, VT 05401
Ph: (802) 922-5001
email: cmims@burlingtonvt.gov

Project Name and Location: Burlington Railyard Enterprise Project, Burlington, VT

In accordance with the original Professional Services Agreement dated 15 November 2021 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

See Railyard Enterprise Project (REP) – Contract Amendment for Additional Services letter dated October 25, 2023 and subsequent revisions documented in email to Corey Mims on November 8, 2023.

Total fees this Amendment		$	966,758.00
Original agreement amount		$	1,251,000.00
Amendment Number	1	$	8,000.00
Amendment Number	2	$	75,896.00
Amendment Number	3	$	165,929.00
Amendment Number			
Total Agreement		**$**	**2,467,583.00**

Effect on Schedule: Per attached Contract Amendment for Additional Services Letter

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

Stantec Consulting Services Inc.

Greg Goyette, Senior Principal
Print Name and Title

Signature

Date Signed:

City of Burlington

Print Name and Title

Signature

Date Signed:

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Corey Mims

Title/Subject: Railyard Enterprise Project Stantec Design Contract Amendment 4

	Approval:	Meeting Date:
☒	Board of Finance	11/13/2023
☒	City Council	11/20/2023
☐	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	11/7/2023	Norm Baldwin
Mayor's Office informed and approved memo	Yes	11/7/2023	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 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	11/7/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	11/7/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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

TO: Board of Finance/City Council
FROM: Brian Pine, CEDO Director
DATE: November 13 and 20, 2023
RE: Amendment to Tax Increment Financing (TIF) District consulting services contract with White+Burke

This memo is intended to provide information pertaining to the proposed amendment to the existing contract for TIF District consulting services between the City and White+Burke Real Estate Advisors related to the City's interests and obligations in both the Waterfront and Downtown Tax Increment Financing (TIF) Districts.

Background:
The cost for these services is eligible as related costs under both the Downtown and Waterfront TIF Districts respectively and authorized by the Vermont Economic Progress Council (VEPC) and the voters for reimbursement using current and future TIF revenues. Historically, the City has reimbursed its related costs after the close of the fiscal year. Starting in FY24, related cost budgets were approved through the City's annual budget process and are now the reference point for project teams looking to reimburse related costs annually. As a result, there will not be a final annual reimbursement request, and instead, the TIF Administration Team will only return to City Council for approvals associated with any budget amendments needed to reflect any unexpected impacts to the approved related cost budgets.

The scope for this contract amendment is detailed in the attached Scope of Work as attachment A. This amendment allows for the consultant to continue providing services related to coordinating the City's responsibilities and efforts with respect to both TIF Districts. These services include: monitoring and maintaining project progress to ensure all milestones are met, serving as the City's liaison to VEPC, and providing support to ensure that the ARDA 2.0 and voter-approved authorizations are fulfilled. The sheer magnitude of both TIF District projects requires continued dedicated project oversight, i.e., an individual with the experience, knowledge and capacity to provide sustained overall leadership to the project team, interact with the CityPlace developer team and VEPC staff, and facilitate progress among the many parties with interests in both TIF Districts. City staff will remain closely involved in project development and implementation for both District projects providing important oversight, but other core duties require staff to focus on making timely progress on numerous other critical City and departmental goals and objectives while the work of the TIF Districts continues to advance in a timely manner.

The maximum limiting amount for this proposed contract amendment includes an additional $100,000 in services for the Waterfront TIF District, and an additional $40,000 for the Downtown District. The Downtown TIF District Professional and Consultant budget currently has sufficient funds available to support the approval of this contract amendment. Approval of this amendment will require an increase in the Professional and Consultant budget for the Waterfront TIF District utilizing additional increment that is available for related costs. By reducing the amount of Waterfront TIF increment used in future years, there is available increment to support this amendment in FY24.

The TIF Administration Team is proposing to increase the Professional and Consultant budget for the Waterfront TIF District by $95,000 upon approval of this contract amendment. It is worth noting that in 2016 the City received VEPC and voter approval for a maximum Waterfront TIF District budget of $21,830,000, which includes related costs. After removing the existing and historic related cost budgets ($2,472,138) and the approved financing of $18,840,000, there is still approximately $500,000 available for use on related costs if approved by VEPC and City Council. If the City realizes it needs additional support in administering the Waterfront District in future years, it will have the opportunity to request approvals for the use of these remaining increment funds. Therefore, adjustments to the future increment budgets will have no financial impact to the overall operations of the Waterfront TIF District, and it will have no impact to the General Fund.

By way of background, David has four decades of commercial real estate development experience. In addition to serving as the City's TIF consultant since July 2021, David and members of his firm have provided extensive legislative testimony on issues related to Tax Increment Financing. He was instrumental in the VEPC process required to extend the Waterfront TIF District to support the redevelopment of the Moran Plant. His firm developed the City's Downtown TIF application in 2011-2012, and helped secure VEPC approval for both Phase 1 and 2 of that District. White+Burke is also providing real estate advisory services to the Burlington School District relative to the new Burlington High School.

Requests:

Board of Finance:

1. **To approve and recommend that the City Council approve and authorize the Director of the Community & Economic Development Office to execute the proposed contract amendment with White+Burke Real Estate Advisors for TIF consulting services regarding the Waterfront and Downtown TIF districts with a maximum limiting amount of $140,000, to be paid out of TIF related costs, pursuant to final review of the City Attorney's Office.**
2. **To approve and recommend that the City Council authorize the Chief Administrative Officer to make any and all necessary project budget amendments associated with the Waterfront TIF Related Cost Professional and Consultant project budget, up to a maximum amount of $95,000.00.**

City Council:

1. **To approve and authorize the Director of the Community & Economic Development Office to execute the proposed contract amendment with White+Burke Real Estate Advisors for TIF consulting services regarding the Waterfront and Downtown TIF districts with a maximum limiting amount of $140,000, to be paid out of TIF related costs, pursuant to final review of the City Attorney's Office.**
2. **To approve and authorize the Chief Administrative Officer to make any and all necessary project budget amendments associated with the Waterfront TIF Related Cost Professional and Consultant project budget, up to a maximum amount of $95,000.00.**

Any contract extensions will be subject to Board of Finance and City Council review and approval.

ATTACHMENT A
Scope of Services
September 1, 2023 – June 30, 2024

I) Waterfront TIF District

1. In coordination with the Mayor, City Council, and legal counsel, coordinate the implementation of the Amended and Restated Development Agreement (ARDA 2.0) and any amendments or revisions thereto in such a manner to ensure compliance and to advance and protect the City's best interests.

2. Coordinate with city leadership to preserve and maximize potential TIF revenues from redevelopment of the project site, including reporting to VEPC as needed.

    a. Coordinate with related City TIF initiatives.

3. Assist with exploration of alternate sources of funding for public improvements.

4. Prepare for and lead regular coordination meetings with DPW and CEDO leadership regarding design, construction, and financing of Public Improvements (PI) and Additional Public Improvements.

5. Regular one-on-one meetings/calls with the developer regarding implementation of the ARDA 2.0, as well as to monitor project progress, flag and review issues of concern, and to coordinate communications.

6. Provide detailed project updates to the CEDO Director and the Mayor as needed in response to key issues.

7. Meet with and provide project updates to other audiences and interest groups as the City may direct, including but not limited to City Council, individual councilors, and members of the media.

8. Coordinate with CEDO to monitor and forecast the project schedule (regarding City responsibilities).

9. Lead the effort to negotiate, close the acquisition of, and obtain any required permits for third-party rights of adjoining landowners associated with establishing the St. Paul Street and Pine Street rights of way.

10. Prepare materials as may be needed for substantial change submissions to VEPC; and represent the City, along with designated City staff, in discussions and meetings with VEPC staff and the VEPC Board regarding these submissions.

11. Prepare, monitor, and coordinate financial and other reporting and forecasting regarding the Waterfront TIF budget and the City's commitments.

12. Coordinate with the CAO or designee on project financing.

13. Negotiating with the developer for support (financial and other) to mitigate the impacts of schedule delays, as well as the impacts of construction once re-started.

14. In consultation with City staff, coordinate with the City Attorney and the City's outside counsel regarding compliance with the Development Agreement.

15. Such other tasks and services as may be required by events and circumstances or as directed by the City.

II) Downtown TIF District

1. Prepare application materials, including financial projections, for substantial change submissions to VEPC; and represent the City alongside designated City staff, in discussions and meetings with the VEPC Board regarding these submissions.

2. In consultation with City staff, coordinate with the City Attorney and outside counsel regarding legal issues related to the Downtown TIF district.

3. Coordinate with City Administration, DPW staff, and CEDO staff on matters related to VEPC substantial change submissions for the Downtown TIF district.

4. As directed by the City, prepare for and meet with the City Council and Board of Finance, and participate in public hearings related to VEPC substantial change submissions for the Downtown TIF district.

5. Such other tasks and services related to the Downtown TIF district as may be required by events and circumstances or as directed by the City.

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Brian Pine

Title/Subject: TIF District consulting contract with White+Burke

	Approval:	Meeting Date:
☒	Board of Finance	11/13/2023
☒	City Council	11/20/2023
☐	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	11/8/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	11/8/2023	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	11/8/2023	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	11/8/2023	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	11/8/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	No	SOW attached but final contract pending
Additional Materials, if necessary	Yes	SOW attached
Draft Resolution or Motion?	Yes	Motion included in memo
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

Checklist for Board of Finance/City Council Approval

DPW — Department

Chapin Spencer — Person Responsible for Submission

Great Streets Main Street Council Update 11-13-23 — Title or Subject Matter

We are seeking:
- ☐ Board of Finance approval
- ☐ City Council approval
- ☐ Concurrent approval

See Instructions for complete guidance. For each step below, Person Responsible for Submission should check Yes or No in the "Required" field and enter the date of completion if required. Please submit this form with the final version of documents that are ready for posting.

Required Yes?	Required No?	Date	Item
☑	☐	11/11/23	Department Head has reviewed and approved memo or other documents to be submitted
☑	☐		Department memo is included.
☑	☐	11/11/23	Mayor's Office has been informed of project and has agreed that project is ready to move to BOF/Council approval. If item is to be approved by motion, Mayor has approved it.
☐	☑		Approval of appropriate Commission or Board has been obtained, and date and fact of approval have been included in memo and draft resolution.
☐	☑		City Attorney's Office has reviewed and approved any contract or other legal document associated with the project or has authorized project to move forward pending final review.
☐	☑		CAO's Office has reviewed and approved the financial terms and any budget amendments required.
☐	☑		CIO's Office has reviewed and approved any IT-related investments.
☐	☑		HR office has reviewed and HR memo is included if personnel action is involved.
☐	☑		A draft resolution or motion is attached.
☐	☐		If not attached, draft resolution or motion has been submitted to or requested from the City Attorney's Office.
☐	☐		If, for submission to the Council, sponsors other than the BOF are desired, they have been identified.

CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

645 Pine Street, Suite A
Burlington, VT 05401
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802.863.0450 TTY
www.burlingtonvt.gov/dpw

MEMORANDUM

To: Board of Finance and City Council
Fr: Chapin Spencer, Director of Public Works
Laura Wheelock, P.E., Senior Public Works Engineer
Olivia Darisse, P.E., Public Works Engineer
CC: Norman Baldwin, P.E., Assistant Director Public Works and City Engineer
Ashley Parker, Capital Program Director
Megan Moir, Water Resources Division Director
Brian Pine, Director of the Community & Economic Development Office
Kara Alnasrawi, Director of the Department of Business & Workforce Development

Re: **Great Streets Main Street Construction Award and Contract Amendments**
Date: November 13, 2023 (Board of Finance-Informational)

I. SUMMARY OF REQUESTS

The Department of Public Works (DPW) is sharing with the Board of Finance for information only the following items with regards to the Great Streets Main Street Project contract amendments, and awards for consideration on November 20, 2023:

1. Execute Amendment with Vanasse Hangen Brustlin, Inc.
2. Execute Amendment with EIV Technical Services
3. Execute Amendments with four artists (with Burlington City Arts)
4. Execute Memorandum of Understanding with Burlington Electric Department
5. Execute Construction Contract with S.D. Ireland Brothers Corporation
6. Execute Change Order #1 with S.D. Ireland Brothers Corporation

II. PROJECT UPDATE

The City project team has been working with engineering consultant Vanasse Hangen Brustlin, Inc. (VHB) on the Main Street design since October of 2021. VHB submitted final design plans at the end of July and has been working with the City through the bidding process. After receiving City Council authorization in June, the City brought EIV Technical Services on as the project's resident engineer and outreach consultant. EIV has been providing valuable input and peer review of project documents as well as pre-construction outreach services.

The public vote in March 2015 authorized the initiative's first efforts in the City's Downtown Tax Increment Financing (DT-TIF) District by supporting the borrowing of $10,000,000 to make new

investments in downtown public infrastructure to ensure that Burlington residents have a downtown that is a vibrant, walkable and sustainable urban center. Voters additionally supported the Great Streets Main Street Project at the March 2022 Town Meeting Day public vote with support to secure an additional $25,920,000 in debt, matching the Vermont Economic Progress Council (VEPC) approved borrowing amount of $35,920,000. In August 2022, the City then issued Bond Series 2022B in the original principal amount of $30,120,000 to support the improvements associated with the Great Streets Main Street project. The bond proceeds and premiums total $34,381,971.06 in funds that can be used towards the project.

III. CONTRACTOR BIDS AND SELECTION

The City is actively negotiating with the apparent low bidder S.D. Ireland. An update will be presented as an executive session item at the Board of Finance November 13, 2023.

IV. CONSTRUCTION SCHEDULE

If the project team receives authorization to award the contract to S.D. Ireland, the Notice to Proceed will be issued as soon as late November. The contractor is required by contract to begin work no later than April 8, 2024, although SDI anticipates beginning work as soon as the Notice to Proceed is issued and continuing work throughout the winter. Within their proposed schedule they have communicated their plans to begin with replacement of the ravine sewer on Church Street, which they have projected to complete in Spring 2024. Per contract, the required substantial completion date is November 1, 2026. The project team will have the ability to review and approve the contractor's proposed schedule as a project submittal.

V. DESIGN CONSULTANT CONTRACT AMENDMENT

DPW is seeking to amend VHB's existing contract to include supplemental construction support services, as detailed below. These supplemental services include Water Resources Engineering construction support, Qualified Environmental Professional services, and additional fees for revising the plans according to the reduced scope of work. DPW is also seeking to supplement VHB's contract with existing design fees to cover the plan revisions necessary as a result of value engineering. This effort includes tying in proposed infrastructure at each end of the project, revising notes and details, and revising quantities. Together, these services make up Amendment #8 to VHB's contract in the amount of $614,811.00, bringing the total contract value up to $3,160,488.00.

WATER RESOURCES FIELD ENGINEER

DPW is seeking to add Water Resources Field Engineering services through Amendment #8 to VHB's contract, where VHB's subconsultant, Dufresne Group, will act as the City's field representative during the construction of water and sewer infrastructure work. As a current subconsultant of VHB, Dufresne Group completed the design of the water and sewer system for the Main Street project, and is intimately familiar with the City's existing systems and the work that will be performed under this contract. Dufresne Group has a strong working relationship with the City's Water Resources Division, and is expected to maintain a strong line of communication between field and office staff throughout the project. Amendment #8 to VHB's contract includes $182,400.00 to be used toward the construction support services that Dufresne Group will be providing.

QUALIFIED ENVIRONMENTAL PROFESSIONAL

VHB performed environmental due diligence and soils pre-characterization assessments and identified potential areas of concern throughout the project area. Laboratory analytical results verified that several of these areas contain contaminants of concern (COCs) with concentrations exceeding regulatory standards. In order to properly manage these soils during construction, VHB developed a Soils Management Plan in cooperation with the Vermont Department of Environmental Conservation (VT-DEC). The Soils Management Plan requires on-site observation by a Qualified Environmental Professional (QEP). DPW is seeking to add QEP services to VHB's contract. The role of the QEP is to provide qualified environmental oversight during construction to monitor excavation and soil handling operations and document daily activities to ensure compliance with the project's approved Soil Management Plan. Amendment #8 to VHB's contract includes $304,137.00 to be used toward the Qualified Environmental Professional services.

VI. RESIDENT ENGINEER AND OUTREACH CONSULTANT CONTRACT AMENDMENT

The City procured EIV Technical Services as the project Resident Engineer and Outreach Consultant following Board of Finance and City Council authorization June 5th, 2023. EIV has since provided a constructability review of the project plans and bid documents, and has provided valuable support and input to the City throughout the project bidding process. EIV's original proposal did not include construction resident engineering or inspection services for winter months (December – March), as the City had not yet received bids or proposed construction schedules and was uncertain if construction would occur during the winter. The low bidder's schedule proposes work throughout the winter months, so EIV's original contract needs to be amended to include additional hours. EIV is also requesting a fee for their field office, which was not included in the original proposal or the contractor's bid. EIV's original contract was executed in the amount of $1,636,876.00 with use of an additional $163,124.00 (10%) in contingency, for a total authorized amount of $1,800,000.00. We are seeking approval to amend their contract by $298,974.00, bringing the total amended contract amount to $2,098,974.00, plus $209,897.00 in contingency funds bringing the total authorized amount to $2,308,871.00.

VII. PUBLIC ART CONTRACT AMENDMENTS

In April, DPW and BCA received Board of Finance recommendation and City Council authorization to execute contracts with artists Lydia Kern, Nancy Winship Milliken Studio LLC, Pixel Patch Creative LLC, and WOWHAUS for Phase 1 - design of public art installations for the Main Street project, utilizing Downtown Tax Increment Financing (DT-TIF).

The City team collaborated with the artists on the Phase I installation designs from May through June as the final design of the project was completed. As the project team moves toward construction, a combined total budget of $500,000 was earmarked for Phase 1 (Design) and Phase 2 (Fabrication). This request will allocate $474,626 towards the design/fabrication/installation contracts with the four artists and $25,374 in construction contingency for the public art projects.

Artist	Project	Phase 1	Phase 2	Total Project Budget
Nancy Winship Milliken Studio LLC	LakeBones Archways	$15,550	$124,476	$140,026
WOWHAUS	Snail Family AKA Magnus	$14,561	$84,439	$99,000
Pixel Patch Creative LLC	Block by Block	$28,500	$116,500	$145,000

Lydia C Kern Studio	Anthology - Single Walkthrough	$8,085	$82,515	$90,600
			TOTAL	**$474,626**

At this time, DPW, in collaboration with BCA, seek Board of Finance recommendation and City Council authorization to enter into Amendment #1 to contracts with Lydia Kern, Nancy Winship Milliken Studio LLC, Pixel Patch Creative LLC, and WOWHAUS for Phase 2- fabrication of public art installations. Materials procurement and fabrication efforts will start immediately upon amendment execution as required for coordination with the contractor's schedule.

The Great Streets Main Street design team, DPW, and BCA worked with each of the artists in Phase 1 to confirm the final location of their piece(s) within the corridor and the public art procured. All pieces shall be placed in their designated sites within the limits of the Great Streets Main Street Project that extends along Main Street from Battery Street to Union Street, and within the identified Downtown TIF District limits. Anthology will be located on the north sidewalk of Main Street south of City Hall Park. Snail Family will be located on the south sidewalk of Main Street in front of the Chittenden County Courthouse. Block by Block will be located on the north sidewalk of Main Street at the intersection of Church and Main Street.

Currently, DPW and BCA are working with Nancy Winship Miliken on sighting her piece "Lakebones Arch". The piece was originally slated over the sidewalk in front of 60 Main Street, but due to potential value engineering, the project team is working to site the piece adjacent to 106 Main Street. The alternative location will need to fit within the constraints of the new design, as well as satisfy the artist's vision. The construction contingency included in the public art budget is expected to cover additional effort and redesign associated with this change and will be noted in the Artist's amended budget. Similar to a typical design contract, the proposed motion seeks to obtain authorization to enter into a Phase 2 contract with the Artists, and to obtain authorization to use public art contingency for design revisions. This will allow the City to amend Nancy's contract to account for design revisions related to the new proposed location without delaying the fabrication process, and does not pose any major financial risks to the City.

VIII. MEMORANDUM OF UNDERSTANDING WITH BURLINGTON ELECTRIC DEPARTMENT

DPW and Burlington Electric Department (BED) are working to jointly enter into a new Memorandum of Understanding (MOU) for construction work of decorative street lighting associated with this project. This MOU will lay out a scope for BED to facilitate implementation of new lighting and electric along the project limits. Per BED's Lighting Policy, the project shall be responsible for Decorative Street Lighting and Standard Street Lighting costs for any sections that currently meet IES recommendations. BED will be responsible for costs for Standard Street Lighting for sections that do not currently meet IES recommendations. The curb line and reconstruction of the street trigger the need for a full redesign and illumination with IES complain lighting. BED's estimate of the standard lighting, which would be required from the streets redesign shall be provided as a credit to DPWs decorative IES lighting design.

Decorative Street Lighting Inspection and Engineering – Phase 1	$609,379
Standard Street Lighting Inspection and Engineering – Phase 1	$(210,340)
Resulting Total (includes contingency)	$399,039

Existing Lighting Removal costs will be borne by BED based on the significant relocation of streetscape elements and need to update lighting within project limits.

IX. BUSINESS AND PUBLIC OUTREACH

The project team has carried out extensive outreach efforts over the course of project design. Outreach to date includes:

February – May 2022 (Conceptual Design)

- Community Meetings (February & April 2022)
- Business Community Meetings (February & May 2022)
- City Council and Board of Finance
- Transportation, Energy and Utilities Committee
- Burlington Walk-Bike Council
- REIB Committee
- Burlington Business Association
- Burlington Aging Council
- Public Works Commission
- Church Street Marketplace Commission
- Burlington Parks, Recreation and Waterfront Commission
- Neighborhood Planning Assemblies
- Focus Groups (Immigrants & Refugees, Youth, BIPOC, Business Owners, Mobility Support)
- Website Survey

February – June 2023 (Final Design)

- Public Art Selection Process
- Meetings with individual business and property owners

October 2023 – Present

- Flyering efforts on lower Main Street
- Church Street Marketplace Commission
- Burlington Walk- Bike Committee
- Meetings with individual business and property owners

Since early 2022, the project team has held one-on-one meetings with nearly thirty businesses and properties within the project area. Our effort to connect with every business along the corridor continues. Our team welcomes meetings with business owners and property owners at any time, and we continue communicating with business owners we have built relationships with throughout this process.

As the project moves toward construction, DPW is working with EIV as the project outreach consultant to update the project website and connect with tenants and business owners along lower Church Street, ahead of the start of the ravine sewer work. Larger meetings for the general and business communities will be held in early 2024, prior to the start of work along Main Street. Throughout construction, the project team will maintain communication with the community and project stakeholders through weekly construction updates, email, and phone. Natalie will be available for meetings with stakeholders as needed, as well as by email and phone. The project team is collaborating with the Business and Workforce Development on ways to support businesses through construction such as social media content, signage, and regular meetings. S.D. Ireland will have a full-time safety officer assigned to the

project, who will monitor site conditions and access to businesses, and be assigned to addressing complaints or deficiencies in site conditions.

X. MOTIONS

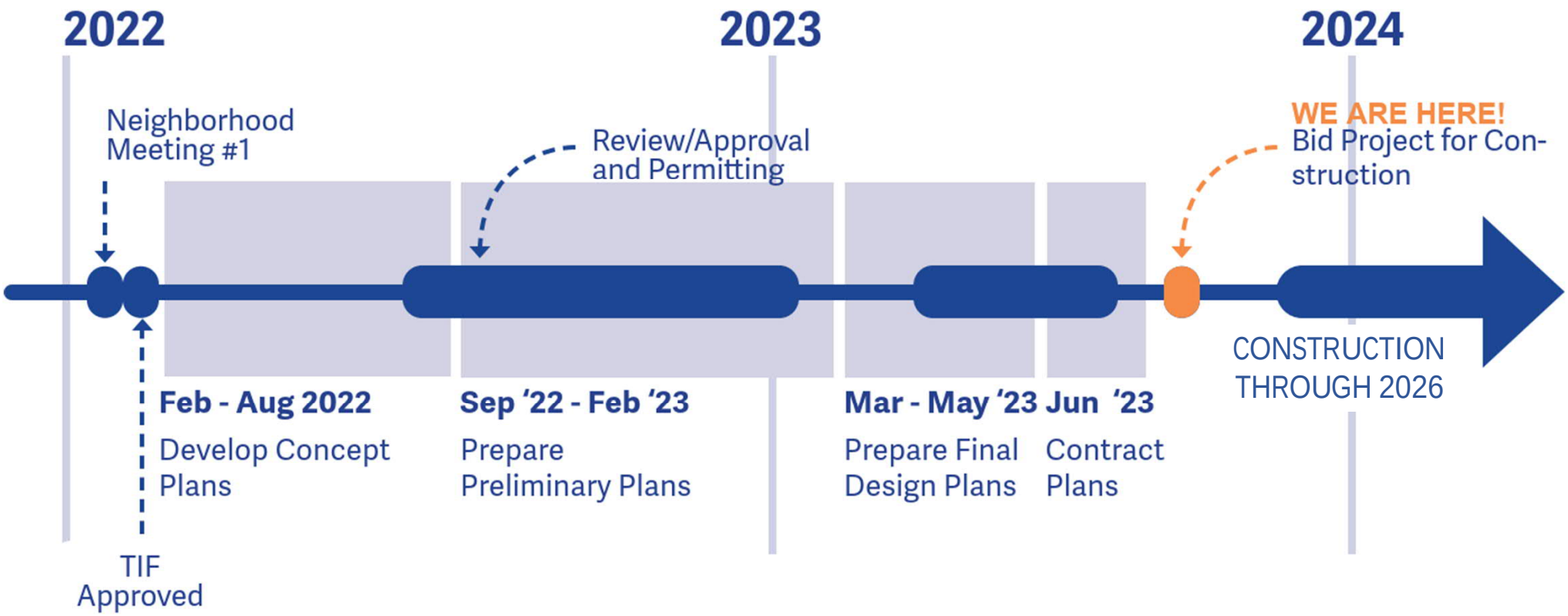
None at this time. Pending successful negotiations with the apparent low bidder, staff hopes to return to the Board of Finance and the City Council on November 20, 2023 seeking approval for the items listed above.

Great Streets Main Street Project Update

BOARD OF FINANCE WORK SESSION
NOVEMBER 13, 2023

Great Streets BTV

PROJECT SCHEDULE



Timeline has been progressing as planned!

Great Streets BTV

SUPPORTING CONTRACT/ACTIONS

VHB (design consultant)

- Add Construction Support for:
  - Contaminated Soils
  - Water/Sewer Specialty Inspection
- Design for Plan Updates During Bid Period

Contract Amendment = $614,811.00

Revised Contract Total = $3,160,488

Contingency = $61,481.00

Great Streets BTV

SUPPORTING CONTRACT/ACTIONS

EIV Technical Services (inspection/outreach consultant)

- Winter Work (3 seasons)
- Field Office

Contract Amendment = $298,974

Revised Contract Total = $2,098,974

Contingency = $209,897

Great Streets BTV

SUPPORTING CONTRACT/ACTIONS

PUBLIC ARTISTS

Artist	Project	Phase 1	Phase 2	Contract Total
Nancy Winship Milliken Studio LLC	LakeBones Archways	$15,550	$124,476	$140,026
WOWHAUS	Snail Family	$14,561	$84,439	$99,000
Pixel Patch Creative LLC	Block by Block	$28,500	$116,500	$145,000
Lydia C Kern Studio	Anthology – Single Arch Walkthrough	$8,085	$82,515	$90,600
TOTAL		$82,246	$407,930	$474,626

Total Amendment = $407,930

Contingency = $25,374

Total Public Art Budget = $500,000

Great Streets BTV

SUPPORTING CONTRACT/ACTIONS

BURLINGTON ELECTRIC DEPARTMENT (MOU)

- Removal of Existing Street Lighting
- Installation and Energization of New Decorative Lighting per the *Lighting Policy*

Decorative Street Lighting = $609,379

Standard Street Lighting offset credit = -$210,340

Total MOU = $399,039 *(includes contingency)*

Great Streets BTV

CONSTRUCTION BID RESULTS

The City is actively negotiating with the apparent low bidder S.D. Ireland as such

We request the following:

- Move to make a specific finding that premature general public knowledge of negotiations regarding the Main Streets Great Streets construction contract would clearly place the City at a substantial disadvantage; and,

- Based upon that finding, move to enter executive session pursuant to 1 VSA 313(a)(1)(A).

Great Streets BTV

QUESTIONS

WHERE TO FIND INFORMATION

http://greatstreetsbtv.com/

Connect with Great Streets Team:
Natalie Boyle
Nboyle@eivtech.com