Resolution Relating to

RESOLUTION _____

Sponsor(s): Councilors Shannon, Bushor, Aubin, Knodell: Bd. of Finance

Introduced: _____

Referred to: _____

_____

Action: _____

Date: _____

Signed by Mayor: _____

AUTHORIZATION FOR ACCEPTANCE OF
SAFER COMMUNITIES GRANT AMENDMENT
FROM VERMONT DEPARTMENT OF CORRECTIONS

CITY OF BURLINGTON

In the year Two Thousand Thirteen.....
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, on November 26, 2012, the City Council by resolution (see attached) authorized the Honorable Mayor Miro Weinberger to execute State of Vermont Grant Agreement #03520-1285 and accept the grant award of $550,000 to provide funding for its Safer Communities programs; and

WHEREAS, the City has been awarded an additional $25,000 of funding from the State of Vermont Department of Corrections to carry out its Safer Communities programs and has been asked by the State of Vermont to accept this additional award by way of amending to execute State of Vermont Grant Agreement #03520-1285 to reflect a total award amount under the grant of $575,000; and

WHEREAS, on June 17, 2013, the Board of Finance unanimously recommended that the Mayor or his designee be authorized to execute the above-referenced amendment to the grant agreement.

NOW, THEREFORE, BE IT RESOLVED that the Honorable Mayor Miro Weinberger is hereby authorized to execute State of Vermont Grant Agreement #03520-1285, Amendment 1 (see attached), subject to the review and approval of the City Attorney.

lb/rwh/c: Resolutions 2013/CEDO, CJC – Amendment to Safer Communities Grant from Vt. Dept. of Corrections
6/19/13

RESOLUTION

Sponsor(s): Councilors Shannon, Bushor, Paul, Decelles: Bd. of Finance

Introduced: 11/26/12

Referred to: _____

Action: approved by unanimous consent

Date: 11/26/12

Signed by Mayor: _____

Resolution Relating to

AUTHORIZATION FOR ACCEPTANCE OF SAFER COMMUNITIES GRANT FROM VERMONT DEPARTMENT OF CORRECTIONS

CITY OF BURLINGTON

In the year Two Thousand Twelve.....

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

That WHEREAS, the City of Burlington ("City") is eligible for a grant from the State of Vermont Department of Corrections to carry out its Safer Communities programs; and

WHEREAS, funding is intended for the development and provision of local restorative crime, conflict and dispute resolution services, offender deflection services and offender reentry services provided by the Community & Economic Development Office's Community Justice Center; and

WHEREAS, through CEDO, the City requested Safer Communities Grant funding and was informed that it had been awarded a grant in the amount of $550,000; and

WHEREAS, on November 13, 2012, the Board of Finance recommended that CEDO be authorized to accept the Safer Communities Grant award and amend the budget to reflect this appropriation;

NOW, THEREFORE, BE IT RESOLVED that the Honorable Mayor Miro Weinberger is hereby authorized to execute State of Vermont Grant Agreement #03520-1285 and accept the grant award of $550,000 to provide funding for its Safer Communities programs.

lb/eb/c: Resolutions 2012/CJC Grant from Vt. Dept. of Corrections for Safer Communities
11/21/12

AMENDMENT

It is agreed by and between the State of Vermont, Department of Corrections (hereafter called "State") and City of Burlington, Vermont (hereafter called "Subrecipient") that grant # 03520-1285 dated July 1, 2012 between said State and Subrecipient is hereby amended as follows:

To change Page 1, 3. Maximum Amount, from $550,000 to $575,000

To replace Attachment B- Payment Provisions with new Attachment B.

To replace existing Attachment C with new Attachment C, revised November 7, 2012.

Except as modified by this above amendment, and any and all previous amendments to this grant, all provisions of this grant # 03520-1285 dated July 1, 2012 shall remain unchanged and in full force and effect.

The effective date of this amendment is April 15, 2013.

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

STATE OF VERMONT

by:

_____
Andrew Pallito, Commissioner
AHS, Department of Corrections
Date: _____

SUBRECIPIENT

by:

_____
Name: Miro Weinberger, Mayor

Date: _____

Address: City of Burlington
City Hall, Room 34
Burlington, VT 05401

APPROVED AS TO FORM:

4/4/13
Assistant Attorney General Date

ATTACHMENT B
PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Grantee will be paid for products or services specified in Attachment A, or services actually performed, up to the maximum allowable amount specified in this agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. Grant funding will not be released until Grantee has provided State with certificates of insurance to show that the required insurance coverage, detailed on Attachment C, is in effect. It is the responsibility of the Grantee to maintain current certificates of insurance on file with the State throughout the term of this agreement. Grantee shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this agreement.

2. Grantee will submit a signed invoice for each payment period which must include an invoice number (grant agreement number can be used as invoice number).

    a. The State agrees to pay Grantee $137,500 for the period of July 1, 2012 through December 31, 2012.
    b. The State agrees to pay Grantee $137,500 for the period of January 1, 2013 through June 30, 2013.
    c. The State agrees to pay Grantee $150,000 for the period of July 1, 2013 through December 31, 2013.
    d. The State agrees to pay Grantee $150,000 for the period of January 1, 2014 through June 30, 2014.

3. Should the Grantee be subject to a penalty for non-performance as detailed in Attachment A of this agreement, penalties assessed are due to the State within 15 days of written notification.

4. Should the Grantee not deplete the entire grant award prior to June 30, 2014, the unexpended funds will be returned to the State within 30 days of the end of the grant.

5. Grantee is required to provide a 10% annual match, in cash and/or services in kind, in the amount of $27,500 for FY13 and $30,000 for FY14.

6. Grantee is required to submit a final report outlining the budgetary and programmatic uses of these grant funds. This report will be due within 30 days of the end of the grant. Penalties will be assessed by State for late submission of final reporting at the rate of $10.00 per day until the final reporting has been received by State.

Please return Grant Agreement, Certificate of Insurance and submit invoices to:

Attn: Central Business Office
Vermont Department of Corrections
103 S. Main St.; Bldg. 6-7 South
Waterbury, VT 05671-3001
Or ahs.doccontracts@state.vt.us

ATTACHMENT C
CUSTOMARY PROVISIONS FOR CONTRACTS AND GRANTS

1. **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.

2. **Applicable Law.** This Agreement will be governed by the laws of the State of Vermont.

3. **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.

4. **Appropriations:** If appropriations are insufficient to support this Agreement, the State may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriation authority. In the case that this Agreement is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to fund this Agreement from State revenues.

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, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

   The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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 Party shall notify its insurance company and the State within 10 days of receiving any claim for damages, notice of claims, pre-claims, or service of judgments or claims, for any act or omissions in the performance of this Agreement.

   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.

   The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverage 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.

General Liability and Property Damage: With respect to all operations performed under the 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 Per Occurrence
$1,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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: $1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of ***$____n/a_____*** per occurrence, and ***$____ __n/a_____*** aggregate.

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

9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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.

   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. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

10. **Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. **Fair Employment Practices and Americans with Disabilities Act**: Party agrees to comply with the requirement of Title 21V.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. Party further agrees to include this provision in all subcontracts.

12. **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.

13. **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 the 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.

14. **Child Support**: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the 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.

15. **Sub-Agreements**: Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

Notwithstanding the foregoing, the State agrees that the Party may assign this agreement, including all of the Party's rights and obligations hereunder, to any successor in interest to the Party arising out of the sale of or reorganization of the Party.

16. **No Gifts or Gratuities**: Party shall not give title or possession of any thing 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.

17. **Copies**: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. **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

19. **Certification Regarding Use of State Funds:** In the case that 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.

State of Vermont – Attachment C
Revised AHS – 11-7-2012