



Office of Mayor Miro Weinberger

MEMORANDUM

To: Board of Finance
From: Mayor Miro Weinberger
Date: August 29, 2013
Re: State of Vermont Grant Agreement Affirmation for
Pedestrian-activated, rapid-flashing beacons on Pine Street

I write to advise you that I have executed the attached grant agreement with the State of Vermont and – in the interest of continuing to strengthen the relationship between the Board of Finance and the Administration – to ask you to affirm this decision at the September 3, 2013 BOF meeting.

Budget-neutral grant will allow us to improve Pine Street pedestrian safety

For several months, we have been pursuing grant funds from the State of Vermont to install pedestrian-activated, rapid-flashing beacons on Pine Street in multiple locations. These beacons will make an immediate impact on safety, while we pursue longer-term plans to redesign the streetscape to better meet the current and evolving needs of this dynamic part of the City.

We have been pursuing these funds with considerable urgency given recent incidents on Pine Street in which pedestrians and bikers narrowly have avoided serious collisions with moving cars.

On August 19, 2013, a \$69,500 state grant agreement was presented to me for signature (please see attached state grant agreement). Since we had budgeted funds for the required local match for this grant in the FY14 Capital Budget, I executed the grant pursuant to the authority granted to the Administration to accept budget-neutral grants in a resolution passed by the City Council on July 15, 2013 (please see attached resolution). Transportation Secretary Brian Searles executed the agreement shortly thereafter, and the project is now underway. By approximately mid-October, the beacons will be installed and functional, and Pine Street pedestrians will be safer.

Request for affirmation

While I believe our acceptance of the grant met both the letter and the intent of the July 15, 2013 City Council resolution, one of the “whereas” clauses of that resolution possibly suggests that a grant should not be considered a budget-neutral grant if any local match is required – even where the match was budgeted. Thus, we are requesting a Board of Finance affirmation of this grant acceptance and hope that this request moves us towards a shared understanding of how this new delegation policy should be operationalized.

Thank you for your consideration of this important matter.

**STATE OF VERMONT
STANDARD GRANT AGREEMENT**

Contract # CA0355
EA# 5000023

1. Parties: This is a Grant Agreement for financial assistance between the State of Vermont, Agency of Transportation (hereinafter called "State"), and the City of Burlington with principal place of business at 149 Church Street, Burlington, Vermont 05401, (hereinafter called "Grantee"). If Grantee does not have a Business Account Number, it is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant is the advancement of a transportation project known as the Pine Street Pedestrian Safety Pilot Project. A detailed description of the project and the services to be provided by the Subrecipient are described in Attachment A.
3. Maximum Amount: In consideration of the scope of work to be performed by Grantee, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$69,500**.
4. Grant Term: The period of Grantee's performance (~~two years~~) shall begin on August 15, 2013 and end on August 15, 2014.
5. Source of Funds: State 80% Local 20%
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
7. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least thirty (30) days in advance.
8. Attachments: This Grant Agreement consists of 11 () pages including the following attachments which are incorporated herein:

Attachment A – Scope of Work to be Performed
Attachment B – Payment Provisions
Attachment C – Customary State Grant Provisions (11/07/2012)
Attachment D – Other Grant Agreement Provisions
Attachment E - Certificate of Insurance

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

STATE OF VERMONT
AGENCY OF TRANSPORTATION

Signature: _____

Name: Brian R. Searles / Susan M. Minter

Title: [Deputy] Secretary of Transportation

Date: _____, 20__

GRANTEE:

City of Burlington

Signature: _____

Name (print): Miro Weinberger

Title: Mayor

Date: 8/19, 2013

APPROVED AS TO FORM:

DATE: 7-22-2013


ASSISTANT ATTORNEY GENERAL

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED BY GRANTEE

1. Location of Work. Various improvements along Pine Street.

2. Anticipated Completion Date. The anticipated completion date for this project is August 15, 2014.

3. Work to be done: Installation of rectangular rapid flashing beacons at the intersections of Pine Street with Kilburn Street, Howard Street, Locust Street, Pine Place, the driveway to Jackson Terrace apartments and at the driveway with Bobbin Mill apartments. Also included are various improvements to crosswalks, curb ramps, crossing signs and construction of small sections of sidewalk to connect with crosswalks.

4. Detailed Cost Estimate:

Construction:	\$67,239
Design/ Engineering:	\$ 5,000
Site Survey:	\$ 500
Construction Engineering:	\$ 7,396
Contingency:	\$ 6,724
	<hr/>
	\$86,859

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Grantee for 80% of services performed up to the maximum amount stated on page 1 of this Grant Agreement provided such services are within the scope of the Grant and are authorized as provided for under the terms and conditions of this Grant.

Quarterly Progress Reports are due no later than the fifteenth of the month following the quarter being reported, (January 15, April 15, July 15, and October 15).

Within 45 days of completion of the work, the Grantee must request payment using a written invoice, to be accompanied by copies of any and all documentation supporting the invoice.

A close out report must also be submitted within 45 days of the project completion or end date of the Grant, whichever is first, documenting that the project has been completed and accepted by the Grantee.

If the project is not completed before the end date of the Grant, the Grantee will have no claim for reimbursement under this Grant Agreement.

All submittals should be submitted to:

Name: Susan E. Scribner
Title : LTF Program Manager
Address: Vermont Agency of Transportation
Program Development Division
1 National Life Drive
Montpelier, Vermont 05633

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED 11-07-12**

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 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.
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.

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 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 the 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.

General Liability and Property Damage: With respect to all operations performed under the contract, 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.

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 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. 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 all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

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.

(End of Standard Provisions)

ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. ~~**Identity of workers:** The Grantee will assign the following individuals to the services to be performed under the provisions of this agreement, and these individuals shall be considered essential to performance. [cite individuals]. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the Agreement. [Deliberately omitted]~~
3. ~~**Work Product Ownership:** Upon full payment by the State, all products of the Grantee's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee. [Deliberately omitted]~~
4. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
5. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
6. ~~**Legal Services:** If the Grantee will be providing legal services under this Grant Agreement, Grantee agrees that during the term of the Grant Agreement he or she will not represent anyone in a matter, proceeding, or lawsuit against the State of Vermont or any of its agencies or instrumentalities. After termination of this Grant Agreement, Grantee also agrees that he or she will not represent anyone in a matter, proceeding, or lawsuit substantially related to this Grant Agreement. [Deliberately omitted.]~~
7. **Grantee's Liens:** Grantee will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
8. ~~**Performance Bond:** The Grantee shall, prior to commencing work under this Grant Agreement, furnish to the State a payment and performance bond from a reputable insurance company licensed to do business in the State of Vermont, guaranteeing the satisfactory completion of the Grant Agreement by the Grantee and payment of all subcontractors, suppliers and employees. Applies to subcontractors. [Deliberately omitted]~~
9. ~~**Professional Liability Insurance:** Before commencing work on this Grant Agreement and throughout the term of this Grant Agreement, Grantee shall procure and maintain professional liability insurance for any and all services performed under this Grant Agreement, with minimum coverage of \$_____ per occurrence. [Deliberately omitted.]~~

10. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
11. **Health Insurance Portability and Accountability Act (HIPAA):** The confidentiality of any health care information acquired by or provided to the Grantee shall be maintained in compliance with any applicable State or federal laws or regulations.
12. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
13. **Supplanting:** If required, the Grantee will submit a Certification that funds will not be used to supplant local or other funding.
14. **Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in 2 CFR 225 (for state and local governments including schools), A-122 (for non-profit organizations), or A-21 (for higher education institutions) as appropriate for the Grantee's type of organization.
15. **Compliance with Administrative Regulations:** Grantee shall comply with requirements of OMB Circular A-102 (state and local governments and schools) or A-110 (institutions of higher education, hospitals, and non-profit organizations) as appropriate for the Grantee's type of organization.
16. **Construction;** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
17. **Permits; Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.
18. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
19. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
20. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.

21. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.

22. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).



CITYOFB-01

ALM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hickok & Boardman, Inc. - BUR 346 Shelburne Road PO Box 1064 Burlington, VT 05402-1064		(802) 658-3500	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED City of Burlington 149 Church Street Burlington, VT 05401		INSURER(S) AFFORDING COVERAGE INSURER A: The Charter Oak Fire Ins Co INSURER B: Travelers INSURER C: Travelers Casualty & Surety Co of America INSURER D: Travelers Indemnity Co of Connecticut INSURER E: INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		ZLP14S1202113PB	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	X		H8100B16481ACOF13	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			ZUP14S1203312PB	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 15,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 15,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input checked="" type="checkbox"/>	N/A	TC2E-UB-101D2040-13	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Dept: Public Works

email: sue.scribner@state.vt.us

State of Vermont (and its employees) are included as additional insured under the general liability policy as required by the grant agreement for project number ST 5000 (23), as outlined in the attached form CG D4 80 0209, and under the business auto policy as outlined in the attached CA 20 48.

CERTIFICATE HOLDER**CANCELLATION**

State of Vermont
1 National Life Drive
Montpelier, VT 05633-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased or loaned to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in or to borrow that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

K. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

L. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or is "personal injury" or "advertising injury" caused by an offense that is committed, after you

have signed and executed that contract or agreement; and

- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

M. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS, JOINT VENTURES OR LIMITED LIABILITY COMPANIES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

N. GOOD SAMARITAN SERVICES COVERAGE – AMENDMENT OF OCCURRENCE DEFINITION AND EACH OCCURRENCE LIMIT

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing "professional health care services", "occurrence" also means an act or omission committed in providing or failing to provide "Good Samaritan services" to a person by:

- a. Any of your elected or appointed officials, "executive officers" or directors;
- b. Any member of "your boards";
- c. Any of your "employees" or "volunteer workers"; or
- d. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of watercraft to which Coverage A – Bodily Injury And Property Damage Liability applies;

other than a nurse or doctor.

2. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

DELEGATION OF AUTHORITY FOR BUDGET-NEUTRAL
AMENDMENTS WITHIN CITY DEPARTMENTS' INDIVIDUAL BUDGETS

In the year Two Thousand Thirteen.....

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

That WHEREAS, the City Charter Article 56, Section 157 requires City Council approval of all budget amendments; and

WHEREAS, the frequency of requests for budget amendments by departments has increased due to the implementation of the New World financial reporting system; and

WHEREAS, the New World financial reporting system has built-in features that prohibit over-expending certain expense categories, resulting in the need for frequent budget-neutral amendments within departments; and

WHEREAS, the frequency of Board of Finance and City Council meetings is such that there have been times when certain invoices could not have been paid on time without a budget adjustment being processed; and

WHEREAS, City departments often have the opportunity to accept and spend small grants that do not require matching contributions from the City and are therefore budget-neutral;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby delegates authority for approval of budget-neutral line amendments **until December 31, 2013**, including the acceptance of grants and expenses related thereto, within departments at or below a certain dollar amount as follows:

Budget-Neutral Amendments

Chief Administrative Officer	\$25,000
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Mayor and Chief Administrative Officer	\$50,000
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Budget-Neutral Grants

Mayor and Chief Administrative Officer	\$100,000
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BE IT FURTHER RESOLVED that this authority does not apply to any grant that requires a local match beyond the current fiscal year, or to any grant if in the Chief Administrative Officer's and/or Mayor's opinion the purpose of the grant is contradictory to state or federal law, the City Charter, City

DELEGATION OF AUTHORITY FOR BUDGET-
NEUTRAL AMENDMENTS WITHIN CITY
DEPARTMENTS' INDIVIDUAL BUDGETS

Ordinance, prior Council Resolution or the character of the City of Burlington, and all such grants must be submitted to the City Council for approval; and

BE IT FURTHER RESOLVED that all budget-neutral line amendments more than \$50,000 must be recommended by the Board of Finance and approved by the City Council. The department seeking this amendment shall prepare a memo explaining the request and follow any other requirements regarding submission timeframes and accompanying documents; and

BE IT FURTHER RESOLVED that the Clerk/Treasurer's office will prepare an easily understandable summary of all budget amendments processed under such authority and communicate such to the City Council on a quarterly basis.