



EXECUTIVE COMMITTEE

Tuesday, March 13, 2018

6:45 p.m.

Central VT Chamber of Commerce, Paine Turnpike South, Berlin

Page **AGENDA**

- 6:45¹ **Adjustments to the Agenda**
Public Comment
- 2 **6:50 Contract/Agreement Authorization** (enclosed)²
- 4 a) Chittenden County Regional Planning Commission – Clean Water Act Outreach
- 35 **6:55 Revised FFY18 Transportation Planning Initiative Budget Amendment** (enclosed)²
Review and approve revisions to the previously approved FFY18 adjustment.
- 7:00 Adjourn**

¹ All times are approximate unless otherwise advertised

² Anticipated action item



MEMO

Date: March 9, 2018

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Contract/Agreement Approvals

GRANT AND SERVICE AGREEMENTS

(Contracts and agreements valued at more than \$25,000)

Chittenden County Regional Planning Commission – Clean Water Act Outreach

⊗ **ACTION REQUESTED:** Authorize the Executive Director to sign the sub-grant agreement.

Scope of Work: State and municipal coordination, outreach and education to municipalities, staff training, municipal planning assistance, Tactical Basin Planning and Implementation for the Winooski and White River basins, and program oversight and reporting. As part of this scope of work, staff will work with the Board of Commissioners to determine compatibility of Tactical Basin Plans with the Regional Plan as required by statute.

Funding:

Grant Amount: \$35,352 (100% state funds).

Match Amount: \$0

Performance Period: 01/01/18 – 09/30/18. Pre-award costs from 10/01/18 are eligible.

Staff: Pam DeAndrea

Note: This contract was significantly delayed at DEC. It should have begun 10/01/17 with pre-award costs authorized beginning 07/01/17. In good faith and with verbal and email approval from DEC staff, CVRPC and other RPCs incurred costs beginning 07/01/17. CVRPC coordinated and participated in Winooski Tactical Basin Plan public meetings and other

activities at DEC's request. With the contract offer beginning 01/01/18, it is unclear if DEC will honor its previous commitment. RPCs have appealed this issue to the DEC Commissioner, and will appeal to the ANR Secretary if necessary. If the appeal is rejected, CVRPC will need to cover \$2,800 in unfunded expenses.

FOR INFORMATION ONLY

(Contracts and agreements valued at \$25,000 or less and site specific contract addendums for the Brownfields Program and task specific contract addendums for the Transportation Program)

Watershed Consulting Associates, Inc. - Northfield Water Street Stormwater Structure Design

Scope of Work: Complete final design plan and provide construction oversight for a stormwater mitigation project on Water Street in Northfield.

Funding:

Contract Amount: \$21,105

Funding Source: VT Ecosystem Restoration Grant

Performance Period: 03/14/18 – 11/30/18

CVRPC Staff: Pam DeAndrea

**CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION
STANDARD SUB-GRANT AGREEMENT
With CENTRAL VERMONT REGIONAL PLANNING COMMISSION
AGREEMENT# CVRPC_WQ_FY18**

1. Parties: This is an Agreement for services between the Chittenden County Regional Planning Commission, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 110 West Canal Street, Suite 202, Winooski, Vermont 05404-2109, (hereinafter called "CCRPC") and Central Vermont Regional Planning Commission with its principal place of business at 29 Main Street, Suite 4, Montpelier, VT 05602 (hereinafter called "Subgrantee"). It is the Subgrantee responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subgrantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Subgrant Agreement is to provide coordinated outreach regarding the Vermont Clean Water Act (Act 64). The Subgrantee's Scope of Work is listed in Attachment A. The Subgrantee's Budget is detailed in the Attachment B.
3. Maximum Amount: In consideration of the services to be performed by Subgrantee, the CCRPC agrees to pay Subgrantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$35,351.
4. Agreement Term: The period of Subgrantee's performance shall begin on January 1, 2018 and end on September 30, 2018. Some costs incurred before January 1st may be eligible for reimbursement subject to a determination by the Vermont Department of Environmental Conservation.
5. Source of Funds: State funds.
6. 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 CCRPC and Subgrantee.
7. Cancellation: This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.
8. Contact persons for this grant agreement:

CCRPC: Dan Albrecht

P: (802) 846-4490

E: dalbrecht@ccrpcvt.org

SUBGRANTEE: Pam DeAndrea

P: (802) 229-0389

E: deandrea@cvregion.com

9. Attachments: This Agreement consists of 29 pages including the following attachments which are incorporated herein:

- Memo from Subgrantee to CCRPC detailing committed tasks from Scope of Work
- Attachment A – Scope of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C – Standard State Grant Provisions
- Attachment D – CCRPC Payment Provisions
- Attachment E - CCRPC Additional Provisions

10. Flow Down: Attachments C and D contain Standard and Other State grant agreement language which refer specifically to CCRPC’s Grant with Vermont Agency of Natural Resources. All State and Federal requirements, if any, flow down to the Subgrantee regardless of specific applicability.

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

CHITTENDEN COUNTY
REGIONAL PLANNING COMMISSION

SUBGRANTEE

Signature: _____

Signature: _____

Name: Christopher D. Roy

Name: Bonnie Waninger

Title: CHAIR

Title: Executive Director

Date: _____

Date: _____

Date: February 21, 2018

To: Charlie Baker, Executive Director and Dan Albrecht, Senior Planner
Chittenden County RPC

From: Bonnie Waninger, Executive Director
Central Vermont Regional Planning Commission

Re: Municipal Tactical Basin Planning Services, FY18

We are pleased once again to work with the Vermont DEC and with the CCRPC and other VAPDA members in the implementation of Municipal Tactical Basin Planning Services for FY18. We have read the attached final Scope of Work and commit to implement the following applicable deliverables for each sub-task:

Task 1 Outreach and Education and Coordination to Municipalities

1a. State and Municipal Coordination	Required	Yes
1b. Municipal Outreach and Education	Required	Yes
1c. RPC Staff Training	Required	Yes

Tasks 2 Municipal Planning Assistance

2a. Municipal Plans and Bylaws	Required	Yes
2b. Municipal Protectiveness	Required	Yes
2c. Stormwater Master Planning	Required	Yes
2d. Municipal Roads Inventories	Optional, Region Specific	Yes

Task 3 Tactical Basin Planning & Implementation

3a. Basin Plan Introduction	Winooski (8), White (9)	Yes
3b. Basin Plan Development	Winooski (8), White (9)	Yes
3c. Draft Plan Review	Winooski (8), White (9)	Yes
3d. Project Priorities	Winooski (8), White (9)	Yes
3e. Surface Water Management Objectives	Optional	Yes
3f. Project Development	Required	Yes

Task 4 Program Oversight and Reporting

4a. Oversight	Deliverables 4-8, Required	Yes
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Attachment A
Scope of Work to be Performed

Part or All of the Scope May be Subcontracted with Written Prior Approval from the State

The primary objective of this grant agreement is to ensure regional planning commission participation in the development of tactical basin plans by providing for consistent and coordinated outreach regarding the Vermont Clean Water Act (VCWA) and related State water quality statutes and programs and carrying forth the specified tasks outlined by 10 VSA 1253. This grant agreement is intended to provide necessary resources to the Grantee to allow for the support of municipalities and partner organizations in prioritizing water quality investments or implementing State or municipal policy changes, and to assist in monitoring progress towards meeting water quality goals consistent with the State Surface Water Management Strategy. The Grantee will ensure that basin planning activities are coordinated and integrated with flood resiliency, transportation and hazard mitigation activities.

The Grantee shall sub-award to other Regional Planning Commissions (RPCs) as specified to conduct the scope of water quality planning related work described in this grant agreement. In the execution of this scope of work, shall provide unbiased opinions of the policy, implementation priorities, and associated tactical basin plans. This will not preclude the RPCs from providing comments and suggestions that may differ from the State's positions regarding policy, implementation priorities, and tactical basin plans outside of the execution of this scope of work. In addition, RPCs should coordinate the conformance review process between the draft Tactical Basin Plan(s) and relevant RPC Regional Plans with each respective Basin Planner. In order to be eligible for sub-awards under this grant agreement, each RPC shall provide a narrative describing how they will staff this effort. Eligibility requirements include that lead staff assigned by the RPCs provide evidence of education and/or experience in water quality, natural resources and planning. In addition, to be eligible, the RPCs shall update narratives provided to the State in conjunction with prior iterations of this grant, as to how their Regional Plans address, or will address, the following:

- 24 V.S.A. §4302 “Vermont’s water quality should be maintained and improved according to the policies and actions developed in the plans established by the Secretary of Natural Resources under 10. V.S.A. §1253” and,
- 24 V.S.A. §4348a(a)(6)(B) A statement of policies on the “protections and improvement of waters of the State to be used in the development and furtherance of the applicable basin plans established by the Secretary of Natural Resources under 10. V.S.A. §1253.”

The Grantee will provide to the State a copy of each sub-award as each agreement is put into place. Soon after receiving the fully authorized grant agreement, the Grantee shall issue a press release for use by all RPCs to local or area news publications informing readership of the receipt of the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation funded grant along with details on the project’s purpose, actions and anticipated timeline. The State has specified “Required” or “Optional” activities to which RPCs shall

commit in conjunction with this grant agreement, and optional activities to which RPCs may elect to commit. Activities that are required of all RPCs statewide are noted with “Required” following the specific task. Optional tasks are noted by “Optional” following the task. “Basin specific” tasks refer to the (15) DEC Tactical Basins in the planning phase for FY18 – Southern Lake Champlain (2-4), Otter Creek (3), Northern Lake Champlain (5), Winooski (8), White (9), Ottauquechee/Black (10), Deerfield (12-13), and Passumpsic (15)).

Eligible activities fall into one of four related categories as described in more detail below:

- 1) Municipal Outreach and Education, and Cross-program Integration and Coordination;
- 2) Municipal Planning Assistance;
- 3) Tactical Basin Planning & Implementation;
- 4) Program Oversight and Reporting

Pursuant to 10 VSA 1253(d) as amended 2016, the Grantee may subcontract specific activities within categories 1 thru 3, above, to the Natural Resources Conservation Council of Vermont, for execution by Natural Resources Conservation Districts and/or watershed organizations that share jurisdiction with that RPC.

[Note: The tasks outlined below reference the overall grant agreement between the CCRPC and the State. References to “Grantee” are considered to apply as well as to “Subgrantees.”]

Scope of Work

Task 1: Outreach and Education, and Coordination to Municipalities (Required):

Subtask 1a): State and Municipal Coordination (Required): The Grantee will engage in regular coordination with: (1) each of the state’s five regional Watershed Coordinator(s); (2) Municipalities; and (3) other eligible parties engaged in tactical basin planning (pursuant to 10 V.S.A. § 1253(d)(3)).

Deliverables:

1. *The Grantee will meet monthly with partner organizations and their respective DEC Watershed Coordinator for each region in order to coordinate on TBP activities (related activities include those identified through Act 64 as well as the Champlain, Connecticut, and Memphremagog TMDLs. Region in this instance is defined as a watershed or sub-watershed scale. Regional coordination meetings should occur: (1) at the behest of either the grantee and/ or basin planner, or (2) at most on a monthly schedule.*

Subtask 1b): Municipal Outreach and Education (Required): The Grantee will provide relevant educational programming and communication to all municipalities in their region about the requirements of the new VCWA, relevant TMDLs (including Champlain, Memphremagog, and Long Island Sound), and related regulatory requirements. The State shall collaborate with the Grantee in developing and then specifying the components of this training which will include all municipally-relevant and sector specific components of VCWA. The

Grantee will, in collaboration with State staff, deliver at least two comprehensive municipal and/or stakeholder outreach presentations on the requirements and timelines in VCWA and relevant TMDLs. The Grantee shall track outreach efforts and which municipalities and/or stakeholders have participated in these outreach sessions.

Deliverables:

1. *The Grantee will meet monthly with partner organizations and their respective DEC Watershed Coordinator for each region in order to coordinate on TBP activities (these meetings are not intended to be duplicative to 1a. above). Region in this instance is defined as a watershed or sub-watershed scale.*
2. *The Grantee will document in nForm the dates and attendees of presentations provided by the Grantee*
3. *The Grantee will publish standardized fact-sheets provided by the State on its website (in coordination with the State).*
4. *The Grantee will make at least one web post per quarter in the State's blog entitled "FLOW" describing activities undertaken or meetings held under this agreement.*
5. *The Grantee will:*
 - i. *Provide targeted outreach to municipalities regarding VCWA elements and sectors (submit relevant nForms)*
 - ii. *Provide targeted outreach to municipalities with impaired, altered, or stressed waters - these target areas can be identified by Watershed Coordinators (Basins in the planning phase for FY18 – Southern Lake Champlain (2-4), Otter Creek (3), Northern Lake Champlain (5), Winooski (8), White (9), Ottauquechee/ Black (10), Deerfield (12-13), and Passumpsic (15)). The Grantee will provide quarterly report to (relevant) DEC Watershed Coordinators on municipal meetings and outcomes.*
 - iii. *The Grantee will provide a quarterly report to the State (relevant Watershed Coordinator) regarding municipal coordination and outcomes (for targeted VCWA outreach within the FY18 timeframe).*
 - iv. *Meet quarterly with regional Watershed Coordinator(s) to discuss progress on municipal outreach, basin planning priorities, and opportunities/ challenges encountered during basin planning and project development/ implementation processes.*

Subtask 1c): Staff Training (Required): The Grantee will consult with the State to ensure that training is provided to the Grantee staff and relevant sub-award staff as appropriate. Training and information-sharing meetings of Grantee staff will be scheduled as needed. The Grantee is required to participate in these training meetings.

Deliverables:

1. *The Grantee will provide dates and a list of staff participating in each training and any other relevant training and certifications. Trainings may also include webinars and "brown bag" presentations that are offered by the Agency as it pertains to water quality issues per tactical basin planning, Act 64, and TMDL implementation efforts.*

Task 2: Municipal Planning Assistance (Required)

Subtask 2a): Municipal Plans/Bylaws (Required, basin specific): The Grantee shall, in consultation with State's Rivers Program staff, provide technical and planning support and

outreach to assist municipalities in their region with municipal plan updates, zoning bylaw updates, hazard mitigation plans, and flood hazard area and river corridor regulations consistent with the DEC *Flood Hazard Area and River Corridor Protection Procedures*. The Grantee may, as a result of their work with municipalities, submit suggestions to Rivers Program staff for river corridor map updates consistent with the protocols outlined in the DEC Flood Hazard Area and River Corridor Protection Procedures using data consistent with the ANR Stream Geomorphic Assessment Protocols.

Deliverables:

1. *The Grantee will provide a summary of activity (meetings and progress) with interested municipalities in their region. Any public meetings or workshops shall be documented in DEC's nForm portal (see Attachment D).*
2. *The Grantee will deliver recommendations for municipal zoning actions to be included in tactical basin plans to the watershed coordinator.*
3. *The Grantee may deliver suggestions for River Corridor map revisions for their regions to DEC's Rivers Program.*
4. *The Grantee will post at least one good example of plan element or bylaw section language to appropriate websites (flood ready, ANR, Vermont Planning Information Center, as well as the Grantee's).*
5. *The Grantee will provide a list of towns who are either in the queue or currently undertaking a revision to Town Plans and/or Zoning Regulations within the Tactical Basin Plan (TBP) cycle, and identify opportunities for water quality provisions. (Basins in the planning phase for FY18 – Otter Creek (3), Winooski (8), White (9), Ottauquechee/ Black (10), Deerfield (12-13), and Passumpsic (15)).*

Subtask 2b): Municipal Protectiveness (Required, basin specific): The Grantee shall update the status of municipal zoning protectiveness with respect to: water quality, flood hazard area, river corridor bylaws, flood resiliency plans, road and bridge standards, and other criteria to receive public assistance under Emergency Relief and Assistance Fund (ERAF). Note: only for towns within the current basin planning rotational cycle.

Deliverables:

1. *The Grantee shall update the status of municipal zoning protectiveness with respect to: water quality, flood hazard area, river corridor bylaws, flood resiliency plans, road and bridge standards, and other criteria to receive public assistance under Emergency Relief and Assistance Fund (ERAF).*
2. *The Grantee will provide a list of towns who are high priorities for outreach and engagement based on ERAF status, water quality related flood readiness, river corridor planning, hazard mitigation, and transportation planning.*
3. *The Grantee may assist with municipal capital budget planning with respect to surface water quality project implementation efforts.*

Subtask 2c): Stormwater Master Planning (Optional): The Grantee shall provide appropriate training, education and outreach to municipalities in their region to strengthen support for water quality investments and to ensure integration of water quality management efforts into other areas of municipal planning and regulation as appropriate. The Grantee shall promote the application of stormwater master planning for municipalities identified by the relevant Tactical Basin Plans as in need of such assessment (and per the DEC List of priority towns – see Attachment D). The Grantee may assist municipalities with planning for compliance with the pending developed lands general permit, and for compliance with the municipal separate storm sewer system permit (MS4).

Deliverables:

1. *The Grantee will report on the municipalities engaged in Stormwater Master Plans (SWMP) in their region.*
2. *The Grantee will report on applications for funding, the agreed timeline for conducting master planning, the master plan template to be followed, and any barriers to executing the stormwater master planning work.*
3. *The Grantee will provide documentation of any assistance requested and provided for compliance with the developed lands general permit and/or the municipal separate storm sewer system permit.*
4. *The Grantee will provide a list of municipal projects that are high priorities for project development and implementation based on outcomes of relevant stormwater master planning assessments.*

Subtask 2d): Municipal Roads Inventories (Optional, region specific): The Grantee may assist municipalities in their regions* with compiling existing inventories of stormwater infrastructure, stream geomorphic assessment information (regarding road and river project opportunities), culvert inventories, road erosion inventories (REI), priority setting, capital budget planning, and Road Erosion Risk Analysis maps to assist in developing road stormwater management plans under the Municipal Roads General Permit. Partners and/or private consultants may be sub-contracted to complete road erosion inventories, to help prioritize implementation projects, and to support in towns developing Better Roads grant proposals - per training/ certification (optional). Note: The tasks associated with conducting REI work is applicable only to towns and/or organizations that have not yet received a Vermont Transportation Agency (VTrans) Better Road Category "A" grant to conduct municipal road erosion inventories.

Deliverables:

1. *The Grantee will provide an updated list of municipal priority projects identified via appropriate Road Erosion Inventories and will report on the municipalities assisted in the form of a quarterly report to the relevant DEC Watershed Coordinator.*
2. *The Grantee will provide resulting inventoried project locations and priorities in a template that is compatible with the State's implementation tracking system for inclusion in tactical basin plan implementation tables.*
3. *The Grantee will assist municipalities in their region to prepare Better Roads Program grant proposals, if necessary, or to access other relevant funding sources to implement priority water quality projects as identified by the Road Erosion Inventories. The Grantee will report on task accomplishments related to all three subtask 2d. deliverables in quarterly report to the DEC Watershed Coordinator.*

*NOTE: Eligible "regions" in this task include the following counties: Addison, Bennington; Chittenden, Franklin, Grand Isle, Lamoille, Orange, Orleans, Rutland, Washington, Windham, and Windsor.

Task 3: Tactical Basin Planning & Implementation (Required)

Subtask 3a): Basin Plan Introduction (Required, Basin Specific, not applicable to basins that are not in the planning queue): The Grantee shall review assessment data and coordinate with the respective Watershed Coordinator to reach out to affected municipalities, explain the nature of the State's water quality assessment information, and identify key water quality issues specific to each member municipality, as referenced in the ANR Basin Plan two-year Schedule (Figure 1). The Grantee shall employ a mutually agreed upon standardized presentation

approach that also provides an overview of the state water quality standards, the Surface Water Management Strategy, and relevant TMDLs, or other relevant surface water management plans. The Grantee shall report results of the outreach to the state's Watershed Coordinator using an agreed-upon reporting template.

Deliverables:

1. *The Grantee will participate in the planning process for the following Basins: (Basins in the planning phase for FY18 – Otter Creek (3), Winooski (8), White (9), Ottauquechee/Black (10), Deerfield (12-13), and Passumpsic (15)) and report any required information via the DEC nForm (see Attachment D).*

Subtask 3b): Basin Plan Draft Development (Required, basin specific): The Grantee will serve as a member of the watershed coordinator's external stakeholder group and will participate in all stages of plan development to the extent the budget allows.

Deliverables:

1. *The Grantee will provide a summary of municipal and Grantee comments and input to the watershed coordinator for the following Basins: (Basins in the planning phase for FY18 – Otter Creek (3), Winooski (8), White (9), Ottauquechee/Black (10), Deerfield (12-13), and Passumpsic (15)).*
2. *The Grantee will consider municipal or regional priorities with respect to water quality issues and opportunities to be incorporated into the draft TBPs.*
3. *The Grantee will report on municipal water quality related assessment data that may inform the assessment chapters of each TBP as it pertains to water quality related flood readiness, hazard mitigation, and transportation planning.*
4. *The Grantee will coordinate presentation of relevant draft TBP to their Board of Commissioners, request comments from municipal representatives and compile comments.*
5. *The Grantee will revisit prior TBP iteration implementation table(s) and will update and report on project status and priorities for use in updating the forthcoming implementation tables. The Grantee will assemble notes from discussions with municipalities during this process.*

Subtask 3c): Draft Plan Review (Required, basin specific): In accordance with the ANR Basin Plan schedule, the Grantee shall provide for at least one publicly noticed hearing on draft tactical basin plan(s), coincident with a meeting of the appropriate governance body for the Grantee to obtain comments on draft plan(s) content from municipalities and Grantee Boards (see 10 also V.S.A. § 1253(d)(2)(G)), and shall work with the State watershed coordinator to host at least one separate public forum on the draft plan. Through the Watershed Coordinators, the Grantee shall provide Grantee board recommendations to the Secretary regarding the draft plan's content and its implementation priorities. Each relevant Watershed Coordinator should also be provided with an opportunity to review draft Regional Plans as they pertain to Water Resource issues and shall provide recommendations to each respective RPC(s) on the draft plan's content.

Deliverables:

1. *The Grantee will forward relevant DEC press release(s) to local and regional media outlets and municipalities and provide public notice of the Otter Creek (3), Winooski (8),*

White River (9), Ottauquechee/Black (10), Deerfield (12), and Passumpsic (15) draft tactical basin plans public meeting(s) and report on attendees and comments received. The Grantee shall provide board recommendations to the Secretary.

2. *The Grantee shall also provide a post for State's blog, "FLOW," for each basin plan forum hosted, and will post links to relevant DEC webpages for the basins described in #1 above.*
3. *The Grantee will provide an analysis and formal recommendation on conformance of the draft Tactical Basin Plan(s) with the goals and objectives of applicable regional plans with to each relevant Basin Planner. 10 VSA Sec. 1253(d)(2)(g).*
4. *The Grantee will utilize a standardized and consistent approach in conducting the conformance review process – in coordination with DEC Watershed Coordinators (and using a standardized, agreed upon template).*

Subtask 3d): Project Priorities (Optional): The Grantee will assist DEC staff in conducting a science-based prioritization of clean water improvement projects. The Grantee will identify opportunities where transportation, hazard mitigation, and flood readiness resources may also be leveraged. DEC will identify the appropriate input functionality for project migration into the Watershed Projects Database.

Deliverables:

1. *The Grantee will provide a prioritized list of projects and actions for inclusions within tactical plan implementation tables through the watershed projects database, following template provided by State.*
2. *The Grantee will provide to the State the recommendations of the Grantee Commission.*
3. *The Grantee will participate in the Project Prioritization Process in coordination with the State, relevant staff and municipalities to inform local and regional priorities around flood readiness, hazard mitigation, transportation planning, and/or other socio and economic considerations concurrent with each respective basin planning processes.*

Subtask 3e): Surface Water Management Objectives (Optional): Using supporting documentation provided by the State, municipalities and Grantee's staff may provide public notice of and hold at least one forum to explain and request from affected municipalities statements of comment or support for designation of candidate Outstanding Resource Waters, or candidates identified for re-classification to Class A(1), Class B(1), and/or Class 1 Wetlands in existing tactical basin plans adopted after 2014.

Deliverables:

1. *The Grantee will provide municipal letters of support for each relevant municipality where reclassification is proposed for rulemaking.*
2. *The Grantee will host hearings as appropriate, and report on dates and attendees in nForm and forward any comments received to the State.*

Subtask 3f): Project Development (Required): Up to 19% of the budget is to support identification of municipally or publicly owned or sponsored stormwater abatement projects that will result in the protection and enhancement of water quality pursuant to 10 VSA 1253(d)(2)(D). The Grantee will assist State's efforts to provide technical assistance and data collection activities to inform municipal officials and the State in making water quality investment decisions (10 VSA 1253(d)(3)(B)); and to the support identification of municipally or publicly owned or sponsored stormwater abatement projects that will result in the protection and enhancement of water quality pursuant to 10 VSA 1253(d)(2)(D). The Grantee will undertake

project development activities associated with projects identified through the basin planning process as well as land-use sector assessments relevant to municipalities, or as currently identified via the State's Watershed Projects Database, using approved partner scoring matrices as well as state metrics and indicators, and provide the information to the Watershed Coordinator. The Grantee will provide assistance to municipalities in seeking external funding to support the implementation of priority projects or strategies. The Grantee shall also undertake targeted project development activities, including outreach and technical assistance, for projects specific to stormwater management, such as priority projects on municipally and publicly owned property, including public schools, municipal offices and municipal highway garages;

Deliverables:

1. *The Grantee will report on task accomplishments related to all subtask 3f deliverables in quarterly report to the (relevant) DEC Watershed Coordinator.*
2. *The Grantee will report on any grant applications developed and ensure that pertinent project details relating to project status is submitted in order to ensure that the Watershed Projects Database is maintained and up-to-date.*
3. *The Grantee will report on project development (and/or updates) to respective stormwater master plans pertaining to municipally owned properties as appropriate (and through coordination with the Watershed Coordinators and River Scientists).*
4. *Where applicable, the Grantee will develop pollution reduction estimates for priority project designs for both conceptual and engineered plans, for consideration of municipally and/or publicly owned property, including public schools, municipal offices and municipal highway garages; These projects will be maintained in the Watershed Project Database.*
5. *The Grantee will populate of the state Watershed Project Database (WPD) using the approved (Batch Import File (BIF) or directly into WPD) template/ process during the basin plan development phase of planning.*
6. *The Grantee may contribute specific project data regarding "Tier 1" projects priorities for elements that inform pollution reduction estimates. "Tier 1" projects are those necessary to meet requirements of federal and state-required clean water plans, known as total maximum daily loads (TMDLs), compliance with Act 64 of 2015, and the 2016 Combined Sewer Overflow Policy. Eligible projects include both conceptual design and engineering plans that estimate pollution reductions (i.e., nutrients and sediment only).*
7. *The Grantee will apply additional prioritization matrices that provide insights on municipal and regional benefits accrued for relevant basins (Basins in the planning phase for FY18 – Southern Lake Champlain (2-4), Otter Creek (3), Northern Lake Champlain (5), Winooski (8), White (9), Ottauquechee/ Black (10), Deerfield (12-13), and Passumpsic (15)). The State will periodically request input from the Grantee on priority project opportunities that may inform subsequent Ecosystem Restoration Grant Program (ERP) and Block Grant cycles.*

Task 4: Program Oversight and Reporting (Required):

Subtask 4a): Oversight (Required):

The Grantee shall negotiate sub-awards with the other RPC's, Natural Resource Conservation Districts (NRCD), and watershed organizations subject to the State's approval, and review compliance with grant requirements by all sub-awardees. Each RPC shall submit an updated eligibility statement as described in the introduction. The Grantee shall issue a press release for

use by all RPCs to local or area news publications informing readership of the receipt of the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation funded grant along with details on the project’s purpose, actions and anticipated timeline. The Grantee shall serve as the communications conduit with the State for all task deliverables that involve developing common presentations, forms, etc. The State shall assist as needed with technical review to ensure consistent quality amongst the sub-awardees. The State shall notify the Grantee of any concerns with sub-awardees as soon as they become aware of a concern. The RPCs shall report progress on the tasks above monthly and budget expended each quarter. *The Grantee will document the results of its work under each task in a consistent statewide format to indicate the value of the effort using the deliverable provided in Schedule A. The Grantee will collate similar documentation from the other 10 RPCs and deliver them in a standardized format to the State.*

Deliverables:

1. *The Grantee shall negotiate and execute the statewide contract.*
2. *The Grantee shall negotiate sub-awards with the other 10 RPCs.*
3. *The Grantee shall develop and provide a press release template to be used by all RPCs.*
4. *The RPCs will provide an updated eligibility statement.*
5. *The RPCs will propose ten sub-awards negotiated for DEC approval with task budget estimates.*
6. *The Grantee and the RPCs shall retain correspondence between RPC and State regarding administration of this agreement.*
7. *The RPCs will submit monthly progress reports and quarterly invoices to Grantee within 30 days of the end of time period.*
8. *Each RPC will serve as a host site for the Clean Water Initiative program’s project implementation signs that will be available for installation by CWIP (e.g., ERP) grant awardees for the construction phase of Clean Water Program funded projects. These signs shall be returned to each host site upon completion of the construction phase of each project. Grant recipients implementing State-funded Clean Water Projects that meet the threshold criteria will be responsible for picking up signs from the Regional Planning Commission in their area, posting the sign at the project site during the construction phase, and returning the sign to the Regional Planning Commission within two weeks of completing the project. Regional Planning Commissions will be responsible for storing and keeping track of the signs, per the Clean Water Sign Plan [See section 9 of Attachment E):*

Reporting:

Milestone		Scope with Deliverables	Frequency
1a	State and Municipal Coordination	1.Monthly meeting agenda, notes and attendee list for each of the “focused” river basins (focused basins are those identified in the current planning rotation and include the Otter Creek (3), Winooski (8), White River (9), Ottauquechee/Black (10), Deerfield (12), and Passumpsic (15)).	Monthly (by the last calendar date for each work week within each month), or at the behest of the

Milestone		Scope with Deliverables	Frequency
			State or grantee
1b	Municipal Outreach and Education	<p>1. Meet monthly with partner organizations and respective DEC Watershed Coordinator for each region in order to coordinate on TBP activities (these meetings are not intended to be duplicative to 1.a. above. Region in this instance is defined as a watershed or sub-watershed scale.</p> <p>2. Document in nForm the dates and attendees of presentations made by RPC</p> <p>3. Publish standardized fact-sheets provided by DEC on Grantee's website.</p> <p>4. Make at least one web post per quarter in the State's blog entitled "FLOW" describing activities undertaken or meetings held.</p> <p>5.i. provide targeted outreach to municipalities regarding VCWA elements & sectors (submit relevant nForms)</p> <p>5.ii provide targeted outreach to municipalities with impaired, altered, or stressed waters - these target areas can be identified by Watershed Coordinators (Basins in the planning phase for FY18 – Southern Lake Champlain (2-4), Otter Creek (3), Northern Lake Champlain (5), Winooski (8), White (9), Ottauquechee/Black (10), Deerfield (12-13), and Passumpsic (15)). Provide quarterly report to (relevant) DEC Watershed Coordinators on municipal meetings and outcomes.</p> <p>5.iii. Provide a quarterly report to relevant DEC Watershed Coordinator regarding municipal coordination and outcomes for targeted VCWA outreach</p> <p>5.iv. Meet quarterly with regional Watershed Coordinator to discuss progress on municipal outreach, basin planning priorities and opportunities/challenges encountered during basin planning and project development/implementation processes.</p>	Monthly (by the last calendar date for each work week within each month), or at the behest of the state or grantee
1c	RPC Staff Training	1. Provide dates and a list of RPC staff participating in each training and any other relevant training and certifications.	As needed
2a	Municipal Plans and Bylaws	1. Provide a summary of activity (meetings and progress) with interested municipalities. Document any public meetings or workshops in nForm.	As needed

Milestone	Scope with Deliverables	Frequency
	<p>2. Deliver recommendations for municipal zoning actions to be included in tactical basin plans to the watershed coordinator.</p> <p>3. <u>May</u> deliver suggestions for River Corridor map revisions to DEC's Rivers Program</p> <p>4. post at least one good example of plan element or bylaw section language to appropriate websites (flood ready, ANR, VPIC, the RPC).</p> <p>5. provide a list of towns who are either in the queue or currently undertaking a revision to Town Plans and/or Zoning Regulations within the TBP cycle, and identify opportunities for water quality protections.</p>	
2b	<p>Municipal Protectiveness</p> <p>1. update the status of municipal zoning protectiveness with respect to: water quality, flood hazard area, river corridor bylaws, flood resiliency plans, road and bridge standards, and other criteria to receive public assistance under Emergency Relief and Assistance Fund (ERAF).</p> <p>2. provide a list of towns who are high priorities for outreach and engagement based on ERAF status, water quality related flood readiness, river corridor planning, hazard mitigation, and transportation planning.</p> <p>3. <u>may</u> assist with municipal capital budget planning with respect to surface water quality project implementation efforts.</p>	As needed
2c	<p>Stormwater Master Planning (OPTIONAL)</p> <p>1. Report on municipalities engaged in SWMP</p> <p>2. report on applications for funding, agreed timeline for conducting master planning, the master plan template to be followed, and any barriers to executing the SWMP work. issues encountered.</p> <p>3. provide documentation of any assistance requested and provided for compliance with the developed lands general permit and/or the municipal separate storm sewer system permit.</p> <p>4. provide a list of <u>municipal projects</u> that are high priorities for project development and implementation based on outcomes of relevant stormwater master planning assessments.</p>	As needed
2d	<p>Municipal Roads Inventories</p> <p>1. provide an updated list of municipal priority projects identified via appropriate Road Erosion Inventories and will report on</p>	As needed

Milestone		Scope with Deliverables	Frequency
	OPTIONAL, REGION SPECIFIC	<p>the municipalities assisted in the form of a quarterly report to the relevant DEC Watershed Coordinator.</p> <p>2. provide resulting inventoried project locations and priorities in a template that is compatible with the State's implementation tracking system for inclusion in tactical basin plan implementation tables.</p> <p>3. assist municipalities in their region to prepare Better Roads Program grant proposals, if necessary, or to access other relevant funding sources to implement priority water quality projects as identified by the Road Erosion Inventories. Report on task accomplishments related to all three subtask 2d. deliverables in quarterly report to the DEC Watershed Coordinator.</p>	
3a	Basin Plan Introduction	<p>1. participate in the planning process for the following Basins: (Basins in the planning phase for FY18 – Otter Creek (3), Winooski (8), White (9), Ottauquechee/ Black (10), Deerfield (12-13), and Passumpsic (15)) and report any required information via the DEC nForm</p>	As needed
3b	Basin Plan Draft Development	<p>1. provide a summary of municipal and Grantee comments and input to the watershed coordinator for the following Basins: (Basins in the planning phase for FY18 – Otter Creek (3), Winooski (8), White (9), Ottauquechee/ Black (10), Deerfield (12-13), and Passumpsic (15)).</p> <p>2. consider <u>municipal or regional</u> priorities with respect to water quality issues and opportunities to be incorporated into the draft TBPs.</p> <p>3. report on <u>municipal</u> water quality related assessment data that may inform the assessment chapters of each TBP as it pertains to water quality related flood readiness, hazard mitigation, and transportation planning.</p> <p>4. coordinate presentation of relevant draft TBP to their Board of Commissioners, request comments from <u>municipal representatives</u> and compile comments.</p> <p>5. revisit prior TBP iteration implementation table(s) and will update and report on project status and priorities for use in updating the forthcoming implementation tables. The Grantee will assemble notes</p>	As needed

Milestone	Scope with Deliverables	Frequency
	from discussions with <u>municipalities</u> during this process.	
3c	<p>Draft Plan Review</p> <ol style="list-style-type: none"> 1. forward relevant DEC press release(s) to local and regional media outlets and municipalities and provide public notice of the 2017 Ottauquechee/Black (10), and 2018 Otter Creek (3), Winooski (8), White River (9), Deerfield (12), and Passumpsic (15) draft tactical basin plans public meeting(s) and report on attendees and comments received. The Grantee shall provide board recommendations to the Secretary. 2. provide a post for State’s blog, “FLOW,” for each basin plan forum hosted, and will post links to relevant DEC webpages for the basins described in #1 above. 3. provide an analysis and formal recommendation on conformance of the draft Tactical Basin Plan(s) with the goals and objectives of applicable regional plans with to each relevant Basin Planner. 10 VSA Sec. 1253(d)(2)(g). 	As needed
3d	<p>Project Priorities OPTIONAL</p> <ol style="list-style-type: none"> 1. provide a prioritized list of projects and actions for inclusions within tactical plan implementation tables through the watershed projects database, following template provided by State. 2. provide to the State the recommendations of the Grantee Commission. 3. participate in the Project Prioritization Process in coordination with the <u>State</u>, relevant staff and <u>municipalities</u> to inform local and regional priorities around flood readiness, hazard mitigation, transportation planning, and/or other socio and economic considerations concurrent with each respective basin planning processes. 	As needed
3e	<p>Surface Water Management Objectives OPTIONAL</p> <ol style="list-style-type: none"> 1. provide municipal letters of support for each relevant municipality where reclassification is proposed for rulemaking. 2. host hearings as appropriate, and report on dates and attendees in nForm and forward any comments received to DEC. 	As needed
3f	<p>Project Implementation</p> <ol style="list-style-type: none"> 1. report on task accomplishments related to all subtask 3f deliverables in quarterly report to the (relevant) DEC Watershed Coordinator. 2. report on any grant applications developed and ensure that pertinent project details relating to 	As needed

Milestone	Scope with Deliverables	Frequency
	<p>project status is submitted in order to ensure that the Watershed Projects Database is maintained and up-to-date.</p> <p>3. report on project development (and/or updates) to respective stormwater master plans pertaining to <u>municipally owned properties</u> as appropriate (and through coordination with the Watershed Coordinators and River Scientists).</p> <p>4. Where applicable, develop pollution reduction estimates for priority project designs for both conceptual and engineered plans, for consideration of <u>municipally and/or publicly owned property</u>, including <u>public schools, municipal offices and municipal highway garages</u>; These projects will be maintained in the Watershed Project Database.</p> <p>5. populate the state Watershed Project Database (WPD) using the approved (Batch Import File (BIF) or directly into WPD) template/ process during the basin plan development phase of planning.</p> <p>6. may contribute specific project data regarding “Tier 1” projects priorities for elements that inform pollution reduction estimates. “Tier 1” projects are those necessary to meet requirements of federal and state-required clean water plans, known as total maximum daily loads (TMDLs), compliance with Act 64 of 2015, and the 2016 Combined Sewer Overflow Policy. Eligible projects include both conceptual design and engineering plans that estimate pollution reductions (i.e., nutrients and sediment only).</p> <p>7. apply additional prioritization matrices that provide insights on municipal and regional benefits accrued for relevant basins (Basins in the planning phase for FY18 – Southern Lake Champlain (2-4), Otter Creek (3), Northern Lake Champlain (5), Winooski (8), White (9), Ottauquechee/ Black (10), Deerfield (12-13), and Passumpsic (15)). DEC will periodically request input from the Grantee on priority project opportunities that may inform subsequent ERP and Block Grant cycles</p>	
4	<p>Program Oversight and Reporting</p>	<p>As needed</p>

Milestone	Scope with Deliverables	Frequency
	<p>RPCs.</p> <p>4. The RPCs will provide an updated eligibility statement.</p> <p>5. The RPCs will propose ten sub-awards negotiated for DEC approval with task budget estimates.</p> <p>6. The CCRPC and the RPCs shall retain correspondence between RPC and State regarding administration of this agreement.</p> <p>7. The RPCs will submit monthly progress reports and quarterly invoices to CCRPC within 30 days of the end of time period.</p> <p>8. Each RPC will serve as a host site for the Clean Water Initiative program's project implementation signs that will be available for installation by CWIP (e.g., ERP) grant awardees for the construction phase of Clean Water Program funded projects.</p>	

**Attachment B
Scope of Work to be Performed**

1. The SUBGRANTEE shall provide the mutually agreed upon deliverables as listed in Attachment A to the CCRPC at the actual billable rates by position, as of July 1, 2016, listed below. Work performed will be paid at an hourly rate basis. Documented approved direct costs will be reimbursed by the CCRPC up to the budgeted amount. The SUBGRANTEE will invoice the CCRPC not more frequently than quarterly. The SUBGRANTEE will not be paid for any deliverables that were not previously approved by the CCRPC.
2. If the documented work as provided by the SUBGRANTEE, has not been completed to the satisfaction of the CCRPC, as determined by the project manager, the CCRPC reserves the right to withhold payment until the work has been satisfactorily completed. Overdue balances resulting from non-payment of unsatisfactory work will not be subject to interest or finance charges. The CCRPC shall not be responsible for the expenses of the SUBGRANTEE.
3. The CCRPC will measure sufficient progress by examining the performance required under the scope of work in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The CCRPC may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.
4. The SUBGRANTEE agrees to a 10% retainage of the entire agreement amount subject to review, approval and acceptance of the grantee’s final quarterly report by CCRPC and the State.

Risk-Based Assessment:

Risk Level: Low

Risk Level	Monitoring Requirements
Low	- Quarterly performance report and invoice required.
Moderate	- Grantee is required to submit biannual progress report. Progress report must include: summary of progress made on deliverables within reporting timeframe, milestone status updates, technical/cost/schedule issues encountered, and work planned for next period.
High	- Grantee is required to submit quarterly progress reports (see above). - Grantee must document a course of corrective actions in order to maintain future eligibility for Vermont DEC funds. Grantees have a period of three years to complete corrective actions. If after three years no corrective actions have been taken, VDEC will no longer provide funds to the organization.

- These monitoring requirements are required deliverables even when not listed explicitly in the deliverables table in Attachment A.
- If you are required to have an A-133 audit, you are to report to CCRPC the audit, findings, Management Response Letter including corrective actions within 6 months after the end of your fiscal year.

The SUBGRANTEE shall:

- Maintain a copy of all receipts on file for review upon request by CCRPC or the State,
- Include a copy of all receipts for direct costs requested for reimbursement.
- Other:

Other Provisions

Up to 90 days of pre-award costs are allowable under this agreement as determined by the Grant Manager and as related to scope of work in Attachment A.

All completed forms should be submitted to:

Name: Forest Cohen
 Agency: Chittenden County Regional Planning Commission
 Address: 110 West Canal St. Ste 202, Winooski, VT 05404

Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of grant funds, and upon reimbursement to CCRPC by DEC



Vermont Department of Environmental Conservation

Agency of Natural Resources

Form 430 Request for Funds

Form must be filled out entirely before payment is released

Grantee Name: Central Vermont Regional Planning Commission

Grant #: 2018-TBP-001 **Purchase Order #:** __ **Payment#:**__ **Amount Requested:** \$_____

Performance Measures and Deliverables:

Budget Category		Budget Amount	Amount Requested This Period	Total Invoiced to Date (including this request)	Remaining Amount
			(Date Range of Request)		
4	Subgrantees Personnel Costs, Tasks 1-4, excl. 3.f.	\$28,538	\$0	\$0	\$0
5	Subgrantees: Personnel Costs, Project Implementation (3.f.)	\$6,717	\$0	\$0	\$0
6	Subgrantees: Direct Costs – Mileage & Meetings	\$97			\$0
Total		\$35,352	\$0	\$0	\$0

Approvals for Payment

Signed by:

Sub-Grantee: _____ Date: _____

Title: _____

The Sub-Grantee certifies that deliverables being billed on this invoice have been completed as outlined in the grant agreement.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

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

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

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

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

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and

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

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

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

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

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

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

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

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

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

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

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

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

Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

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

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

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

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

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

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

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

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

27. Termination:

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

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30)

days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

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

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

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

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

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

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

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

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

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

of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
CCRPC PAYMENT PROVISIONS

The CCRPC agrees to compensate the SUBGRANTEE for services performed up to the maximum amounts 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.

- A. General. The CCRPC agrees to pay the SUBGRANTEE and the SUBGRANTEE agrees to accept, as compensation for the performance of all services, expenses and materials encompassed under this Agreement, as described in Attachments A and B **a maximum fee not to exceed Thirty-Five Thousand, Three Hundred and Fifty-Two Dollars (\$35,352).** All costs necessary to carry out the activities described in Attachments A and B, are to be determined by actual cost records kept by the SUBGRANTEE and any sub-contractors of the SUBGRANTEE in accordance with the provisions of this Agreement, the cost principles established by 49 CFR 18.22 and 48 CFR 31.2, 2 CFR 225, and are subject to review under the Single Audit Act of 1984. The total of such payments made shall be adjusted to conform to determination made in such final audit in accordance with these provisions.
- B. Payment Procedures. The CCRPC shall pay, or cause to be paid, to the SUBGRANTEE progress payments which may be monthly or as otherwise agreed to by the parties for actual costs incurred as determined by using cost records for each expense line items such as hourly rates for the required services covered by this Agreement. Requests for payment shall be accompanied by progress reports and be made directly to the CCRPC, for all work. Request for payment for sub-contractor activities shall be included with the SUBGRANTEE's submittals but will be documented separately.
- The above payments shall be made promptly in accordance with applicable STATE and Federal regulations. The CCRPC shall seek to make payments within forty-five (45) days of receipt of an invoice from the SUBGRANTEE.
- All payments by the CCRPC under this Agreement will be made in reliance upon the accuracy of all prior representations by the SUBGRANTEE including but not limited to bills, invoices, progress reports and other proofs of work.

The completion of the Agreement is subject to the availability of funds. Written reports delivered under the terms of this Agreement shall be printed using both sides of the page whenever practical.

Payment must be requested using an invoice showing name of project, period in which work is performed, amount billed to date, and balance by task.

All invoices (electronically via PDF is preferred) should be submitted to:

Name: Dan Albrecht, Senior Planner
 Address: Chittenden County Regional Planning Commission
 110 West Canal Street, Suite 202
 Winooski, VT 05404-2109
 E-mail: dalbrecht@ccrpcvt.org

In the event of a multi-year or overlapping fiscal year contract, all expenses incurred in a given fiscal year must be billed in that fiscal year in order to qualify for reimbursement.

ATTACHMENT E
CCRPC ADDITIONAL PROVISIONS

1. **Communicating & Acknowledging Funding Support:** The SUBGRANTEE shall not refer to the State or to the CCRPC 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 and/or the CCRPC.
2. **Self-Certification:** All invoices must be signed by an official who can legally bind the SUBGRANTEE and includes the following certification of expense clause: *“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”*
3. **Flow Down:** Attachment C contains Standard State grant agreement language which refers specifically to CCRPC’s Grant with Vermont Department of Environmental Conservation. All State and Federal requirements, if any, flow down to the SUBGRANTEE regardless of specific applicability.
4. **Cost of Materials:** SUBGRANTEE will not buy materials and resell to the CCRPC at a profit.
5. **Work Product Ownership:** Upon full payment by the CCRPC all products of the SUBGRANTEE’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 CCRPC and may be used for public purposes but may not be copyrighted or resold by SUBGRANTEE.
6. **Prior Approval/Review of Releases:** N/A
7. **Ownership of Equipment:** Any equipment purchased by or furnished to the SUBGRANTEE by the CCRPC under this Agreement is provided on a loan basis only and remains the property of the CCRPC.
8. **SUBGRANTEE’s Liens:** SUBGRANTEE will discharge any and all contractors’ or mechanics’ liens imposed on property of the CCRPC through the actions of subcontractors.
9. **OTHER PROVISIONS REGARDING GRANT AGREEMENT 2018-TBP-001:** As noted in Attachment D Other Grant Agreement Provisions in the Agreement between the Chittenden County RPC and the State of Vermont, the SUBGRANTEE is also subject to the following:

1. **Required Deliverable for Outreach Activities:** As stated in the grant agreement's table of deliverables, all grants involving outreach activities (workshops, trainings, and public/stakeholder meetings) are required to complete the Clean Water Outreach Efforts nFORM within one week of each event taking place. This online form and corresponding instructions are available at: <http://dec.vermont.gov/watershed/cwi/grants>

2. **References Cited:**
Vermont Department of Environmental Conservation list of priority towns, <http://dec.vermont.gov/sites/dec/files/wsm/erp/docs/SWMPstatewidetable1-12-18.pdf>

Clean Water Sign Plan, http://dec.vermont.gov/sites/dec/files/wsm/erp/docs/2017-09-05_Clean-Water-Sign-Plan-APPROVED.pdf



MEMO

Date: March 9, 2018

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Revised FFY18 Transportation Planning Initiative (TPI) Budget Adjustment

⊗ ACTION REQUESTED: Approve the revised FFY18 TPI Budget Adjustment.

At its March 6 meeting, the Executive Committee approved a budget adjustment for CVRPC's FFY18 Transportation Planning Initiative agreement. The hourly rates for staff had not been updated to reflect benefit rate changes effective January 1, 2018. Updating the rates resulted in additional minor adjustments as described below.

Task	Task Description	Approved	Approved by Exec 3/6	Proposed Revision	Difference	% Change from 3/6
Task 1	Administration	\$27,185	\$27,178	\$27,301	\$123	0.45%
Task 2	Public Participation & Coordination	\$43,105	\$43,105	\$43,126	\$21	0.05%
Task 3	Long Range Planning	\$29,343	\$29,343	\$29,343	\$0	0.00%
Task 4	Short Range Planning	\$100,528	\$106,097	\$106,091	(\$6)	-0.01%
Task 5	Project Development	\$26,209	\$20,647	\$20,510	(\$137)	-0.66%
Task 6	Other Planning	\$5,000	\$5,000	\$5,000	\$0	0.00%
	TOTAL	\$231,370	\$231,370	\$231,370	\$0	

Details on the budget adjustment are attached. Items in red text on Exhibit 4 show specific areas where staff hours or expenses have been reduced from amounts approved in the existing agreement.

Exhibit 2: Budget Detail by Task Category

Task	Task Description	Agreement Amount
Task 1	Program Administration	\$27,301
Task 2	Public Participation and Coordination	\$43,126
Task 3	Long Range Transportation Planning	\$29,343
Task 4	Short Range Transportation Planning	\$106,091
Task 5	Project Development Planning	\$20,510
Task 6	VOBCIT Technical Support	\$5,000
Total		\$231,370

Exhibit 3: Budget Detail by Expense Category

RPC Staff Position	Rate SFY18	Total Hours	Total Cost
Executive Director	\$53.46	260	\$13,900
Program Manager	\$38.21	1,235	\$47,208
GIS Senior Planner I	\$34.38	158	\$5,432
GIS Planner I	\$33.19	610	\$20,246
Land Use Planner III	\$32.68	44	\$1,446
Finance & Office Manager	\$37.95	20	\$759
Emerg Mngmt Planner III	\$32.20	15	\$483
Land Use Senior Planner II	\$37.27	0	\$0
Planning Technician I	\$14.99	475	\$7,120
Planning Technician II	\$13.99	220	\$3,078
Total		3,038	\$99,671

Indirect Costs	99.84%		
RPC Staff Position	of Hourly Rate	Total Hours	Total Cost
Executive Director	\$53.37	260	\$13,877
Program Manager	\$38.15	1,235	\$47,132
GIS Senior Planner I	\$34.32	158	\$5,423
GIS Planner I	\$33.14	610	\$20,214
Land Use Planner III	\$32.63	44	\$1,444
Finance & Office Manager	\$37.89	20	\$758
Emerg Mngmt Planner III	\$32.15	15	\$482
Land Use Senior Planner II	\$37.21	0	\$0
Planning Technician I	\$14.97	475	\$7,109
Planning Technician II	\$13.97	220	\$3,073
Total		3,038	\$99,512

Direct Costs	Total Cost
Contractual	\$21,000
Travel	\$5,250
Supplies	\$1,410
Equipment	\$0
Meetings	\$1,771
Data & References	\$106
Postage	\$50
Copy/Print	\$1,500
Advertising	\$1,100
Total	\$32,187

Fund Allocation			
Task	Task Description	CVRPC Share ¹	VTrans Share ²
Task 1	Program Administration	\$2,730	\$24,571
Task 2	Public Participation and Coordination	\$4,313	\$38,813
Task 3	Long Range Transportation Planning	\$2,934	\$26,409
Task 4	Short Range Transportation Planning	\$10,609	\$95,482
Task 5	Project Development Planning	\$2,051	\$18,459
Task 6 ³	VOBCIT Technical Support	0	\$5,000
Subtotal by Share		\$22,637	\$208,733
Agreement Total			\$231,370

Notes:

¹ CVRPC share comes from annual appropriations from the Vermont Agency of Commerce and Community Development (Municipal & Regional Planning Fund) and CVRPC's member municipalities.

² VTrans share comes from federal transportation funds provided by the U.S. Department of Transportation Federal Highway Administration and state transportation funds appropriated by the

³ VTrans agreed to cover the 20% match for this task.

Exhibit 4: Time-Task-Cost Summary

A. Personnel (Hours)

Task #	Task Description	Exec Dir	Transpo Program Mngr	GIS Sr Planner I	GIS Planner I	Land Use Sr Planner III	Fin/Off Mngr	Emerg Mngmt Planner II	Land Use Sr Planner II	Planning Tech I	Planning Tech II	Total Hours
1	Administration	20	150	5	10		20					205
2	Public Participation & Coordination	90	330	30	60	20		15				545
3	Long Range Transportation Planning	100	200	30	20							350
4	Short Range Transportation Planning	40	300	53	500	24				465	200	1,582
5	Project Development Planning	10	190	40	20					10	20	290
6	VOBCIT Technical Support		65									65
	Total	260	1,235	158	610	44	20	15	0	475	220	3,038

B. Direct Costs (\$)¹

Task #	Task Description	Contractual	Travel	Supplies	Equipment	Meetings	Data/Ref	Postage	Copy/Print	Advertising	Total
1	Administration		\$5,250	\$1,410		\$1,771	\$106	\$50	\$1,500	\$1,100	\$11,187
2	Public Participation & Coordination										\$0
3	Long Range Transportation Planning										\$0
4	Short Range Transportation Planning	\$21,000									\$21,000
5	Project Development Planning										\$0
6	VOBCIT Technical Support										\$0
	Total	\$21,000	\$5,250	\$1,410	\$0	\$1,771	\$106	\$50	\$1,500	\$1,100	\$32,187

1400

C. Cost Proposal Summary (\$)

Task #	Task Description	Exec. Dir.	Transpo Program Mngr	GIS Sr. Planner I	GIS Planner I	Land Use Planner III	Fin/Off Mngr	Emerg Mngmt Planner II	Land Use Sr. Planner II	Planning Tech I	Planning Tech II	Total	Indirect	Direct	Total Costs
	Hourly Rate	\$53.46	\$38.21	\$34.38	\$33.19	\$32.68	\$37.95	\$32.20	\$37.27	\$14.99	\$13.99				
1	Administration	\$1,069	\$5,732	\$172	\$332	\$0	\$759	\$0	\$0	\$0	\$0	\$8,064	\$8,051	\$11,187	\$27,301
2	Public Participation & Coordination	\$4,811	\$12,609	\$1,031	\$1,991	\$654	\$0	\$483	\$0	\$0	\$0	\$21,580	\$21,546	\$0	\$43,126
3	Long Range Transportation Planning	\$5,346	\$7,642	\$1,031	\$664	\$0	\$0	\$0	\$0	\$0	\$0	\$14,683	\$14,660	\$0	\$29,343
4	Short Range Transportation Planning	\$2,138	\$11,463	\$1,822	\$16,595	\$792	\$0	\$0	\$0	\$6,970	\$2,798	\$42,579	\$42,511	\$21,000	\$106,091
5	Project Development Planning	\$535	\$7,260	\$1,375	\$664	\$0	\$0	\$0	\$0	\$150	\$280	\$10,263	\$10,247	\$0	\$20,510
6	VOBCIT Technical Support	\$0	\$2,502	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,502	\$2,498	\$0	\$5,000
	Total	\$13,900	\$47,208	\$5,432	\$20,246	\$1,446	\$759	\$483	\$0	\$7,120	\$3,078	\$99,671	\$99,512	\$32,187	\$231,370

Agreement Total	\$231,370
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99.84% Indirect Rate											Total Employee Indirect
Indirect per employee	\$13,877	\$47,132	\$5,423	\$20,214	\$1,444	\$758	\$482	\$0	\$7,109	\$3,073	\$99,512

Notes

- ¹ Contractual: Audit services, engineering services as needed for problem evaluation, professional editor
- Travel: Mileage, transportation, parking, lodging, per diem
- Supplies: Office and traffic counting supplies, mapping supplies used for transportation planning
- Equipment: Counting and inventory equipment, computers used for transportation planning
- Meetings: Meeting room space, other associated costs, conference / workshop fees
- Data / Ref: Reference materials
- Postage: Large packages, special mailings
- Copies / Printing: Reproduction costs, including photocopies (\$0.05 b&w; \$1.0 color) and outside print/copy services
- Advertising: Advertising, legal notices