



EXECUTIVE COMMITTEE MEETING

Monday, February 29, 2016

4:00 p.m. at CVRPC's Office

AGENDA - AMENDED

1. **4:00** Public Comment
2. **4:05** Adjustments to the Agenda
3. **4:07** February 1, 2016 meeting minutes* (attached)
4. **4:12** Financial Report (attached)
5. **4:15** Executive Director Report (attached)
6. **4:25** Authorize Chair to sign contracts (attached)*
 - a. *Town of East Montpelier, Village Master Plan* – Planning services to establish a new zoning designation with regulations, an updated district boundary, and a future vision for the village.
 - b. *Bennington County Regional Commission, Regional Energy Plan* – Develop a detailed energy component of the Regional Plan.
 - c. *Agency of Human Services, FY16 AmeriCorps*VISTA Member Service* – Carry out activities proposed in CVRPC's Volunteer Assignment Description (VAD), including outreach and engagement for *Plan Central Vermont*, complete a Housing + Transportation Affordability Analysis, provided staffing assistance to the Central Vermont Food System Council, and assist with writing at least three grants.
 - d. *Watershed Consulting Associates, Engineering Services* - Final design and construction oversight of the Northfield Village Green/Depot Square stormwater project.
7. **4:30** CVRPC Partnership Work with Bright Blue Media (attached)*
8. **4:35** Regional Plan – Progress plan, readoption, and energy component (attached)*
9. **4:45** March 8, 2016 CVRPC Meeting Agenda (attached)*
10. **5:00** Anticipated Executive Session
 - 1 V.S.A. §313(a)(1)(F) – Legal: Amicus Brief*
 - 1 V.S.A. §313(a)(3) – Personnel: Finance and Office Manager Hiring Update
11. **5:30** Adjourn

All times are estimates.

*Denotes anticipated action item

NEXT MEETING: Monday, April 4, 2016 at 4:00 p.m.

Executive Director's Report

February 22, 2016

Proposals: Statewide Property Parcel Mapping Program

For the past several years, state agencies have been discussing the need for a common level of accurate and complete statewide property parcel data. Parcel information in the form of hand-drawn maps through digital data is currently developed and held by municipalities as part of their tax assessment duties. Digital data varies in its age, content, and availability.

Last year, over 200 participants representing the state, municipalities, and the private sector provided insight on the benefits and costs of parcel mapping in VT. The results yielded a positive return on investment (ROI).

- Estimated Benefit for 5 Years: Low: \$6,004,000; High: \$12,915,000
- Estimated Cost for 5 Years: \$2.4 million
- ROI Calculation for 5 Years: 1.58 to 4.55 (value above 1 is a good investment)
- Ongoing Maintenance Cost: \$214,000

Earlier this week, VTrans briefed the House Transportation Committee about a proposal to create a statewide property parcel mapping program. VTrans would administer the Program, and a Property Parcel Data Interagency Advisory Board would monitor it and make recommendations about how it could be improved to enhance its usefulness. VTrans volunteered to be the lead because it anticipates achieving the most savings. ROI and other parcel documents can be found at <https://outside.vermont.gov/sites/egcgeo/parcelwg/default.aspx>. Flyers summarizing the information is available at on the House Transportation Committee webpage at <http://legislature.vermont.gov/committee/document/2016/20/Date/2-25-2016>.

Grant Applications and Service Contracts Under Development

Rural Fire Protection Water Supply Planning – CVRPC is lead on a 4-RPC application to analyze rural fire protection needs and water supply, and to design water access sites in participating fire districts. Local fire departments, the VT Association of Conservation Districts (Rural Fire Protection Program), and the VT Dept. of Forests, Parks and Recreation are partners in the project. Local communities could use the project results to apply for funds to install hydrants and to improve Insurance Service Office (ISO) ratings. The information can also be incorporated into Local Hazard Mitigation Plans.

Local Hazard Mitigation Plans – A statewide RPC application to build on prior assistance to towns for Hazards Mitigation Plan updates in 2015 and 2016. Included in these plans are Strategies and Actions to address vulnerable town infrastructure, especially under-sized culverts

and bridges. VAPDA is seeking funds to allow each RPC to prepare conceptual designs and cost estimates to upgrade or replace these structures for several towns in their respective regions. This will enable these towns to budget accordingly in their municipal Capital Improvement Plan or prepare accurate grant applications to obtain funds. CVRPC will be contacting municipalities shortly to assess their interest in participating.

Local Hazard Mitigation Plans – After discussions with local communities, CVRPC would apply for funds to update local hazard mitigation plans in eight communities whose plans will expire in 2018.

Marshfield Zoning – The Marshfield Planning Commission has requested CVRPC assistance for a 2-year effort to create maps of natural resources and provide technical assistance related to targeted changes to its forest conservation and rural districts. Discussions about a detailed scope of work have begun.

Perspective: Planning That Matters

Planners find inspiration in many places, including large corporations. Walmart is making two major changes to its stores to make shopping easier. First, the retailer is reducing the number of products it sells in supercenters. Second, the company is lowering shelf heights near checkout areas to make it easier for shoppers to see the whole store when they walk inside. Walmart's changes reflect a cultural shift to easy-to-access, *targeted* products rather than extensive variety. Restaurants are undergoing similar shifts with the number of menu items.

Municipalities and regional planning commissions will want to pay attention to this marketing shift when it comes to plan development. Studies show that effective plans:

- Clearly document a shared vision (product);
- Accurately represent shared goals and include measurable objectives (target); and
- Identify specific actions to achieve goals and objectives.

The Agency of Commerce and Community Development has released a new Planning Manual aimed at creating more strategic plans. The Manual suggests beginning by deciding what areas to maintain, evolve, and transform, followed by goals and actions to reflect that vision. Using the Manual's approach can help communities (and regions!) target their strategies and achieve measurable and meaningful results. The Manual is available at http://accd.vermont.gov/strong_communities/opportunities/planning/manual.



MEMO

Date: February 26, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Regional Energy Planning Contract - Scope of Work and Relationship to Regional Plan Update

This memo provides background information and context for the Regional Energy Planning Contract included with the Executive Committee packet. **The question before the Committee is whether CVRPC will commit to the scope of work outlined in this master contract.**

Contracting Details

The attached contract is the master agreement between the Public Service Department (PSD) and the Bennington County Regional Commission (BCRC). BCRC will act as project manager for all RPCs participating in the effort. CVRPC must commit to the scope of work prior to the signing of the master agreement because our name is in this contract and the scope is defined there. Once that contract is signed, BCRC will write a contract with CVRPC.

BCRC indicated CVRPC would receive \$30,000 to implement the scope of work during the 2-year contract period. The contract would be product-based; CVRPC would be paid per product delivered in installments proportional to those outlined in the master agreement. BCRC said the level of effort is roughly proportional to the payments outline. This agreement does not have a match or other cost-share component.

Staff Input

Staff has expressed concerns about our ability to meet the contract's work commitment, especially between March 1-June 30, 2016, if CVRPC doesn't either pause the Regional Plan update or add temporary staff capacity.

Pausing the plan update would benefit the Commission in two ways. First, the work completed through the energy planning contract would further inform the Commission's decisions for *Plan Central Vermont* energy element. The work provides for an in-depth analysis of energy use and

explores scenarios for Central Vermont's energy future, which would be useful for establishing policy, goals, and actions. The potential project has been mentioned in written and verbal Director updates, and Commissioners have not provided feedback suggesting the Commission should not participate in this effort. After last month's panel presentation, one Commissioner requested additional details about the project.

Second, CVRPC's overall workload would be managed in a more constructive way for staff capacity. Several staff are carrying an excess workload. To the extent possible, we have shifted timing for existing work and are cross-training existing staff to alleviate some of this load. The Commission also has been using qualified, temporary staffing, but the workload cannot be fully alleviated in the short term. The temporary staff cannot provide more than 10-12 hours per week capacity, and the timing and commitment for hiring and training new temporary staff would outweigh the benefit.

I am anticipating the FY17 CVRPC budget will support adding permanent staff capacity beginning July 1. Permanent capacity is expected to be accomplished by transitioning CVRPC's Emergency Planner from a current half-time contract employee status to a full-time, permanent position. An alternative to adding capacity would be to decline work. Declining work would send a negative message to communities and other partners about CVRPC's ability to provide services.

I expect the outcomes of the regional energy planning efforts will refine the Commission's policies and actions related to energy facility siting, development, and transmission, transportation, and other areas of the Regional Plan. **My recommendation is to accept the regional energy planning scope of work as presented, and to pause the Regional Plan update process so the Commission's energy planning decisions are supported by more refined information and analysis.**

1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Human Services (hereinafter called "State"), and Central Vermont Regional Planning Commission with principal place of business in Montpelier, Vermont (hereinafter called "Subrecipient"). Subrecipient is required by law to have a Business Account Number from the Vermont Department of Taxes. It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is for the services of an AmeriCorps*VISTA member(s) to perform tasks as assigned in the individual's VISTA Assignment Description (VAD). The VISTA Member is assigned for one year of service and is focused on fighting poverty in the state of Vermont through capacity building and indirect service, as described more extensively in Attachment A.
3. Maximum Amount: In consideration of the services to be performed by State, the Subrecipient agrees to pay the State, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$6,000.
4. Grant Term: The period of Subrecipient's performance shall begin on 08/07/2015 and end on 08/16/2015 subject to final reporting requirements and to the terms and paragraphs entitled "Duration" in the Memorandum of Agreement between the Vermont Commission on National and Community Service and Corporation for National and Community Service (Attachment G).
5. Amendment: No changes, modifications, or amendments in the terms and conditions of this agreement shall be effected unless submitted in writing to, and approved by, the State.
6. Cancellation: This Subrecipient Grant Agreement may be terminated by the State at any time if: (a) The Subrecipient defaults in performance of this Subrecipient Grant Agreement by failing to meet the terms of this agreement. Included in performance default would be the Subrecipient's failure to make reasonable progress in the implementation of work for which it is responsible according to the VISTA Assignment Description, and fails to remedy the default within a period of thirty (30) days after receipt of a written notice from the State; (b) the funding source for any reason terminates its funding to the State for any reason or as provided for in Attachment G paragraph 13; or (c) the VISTA member has completed or exited service for any reason.
7. Contact persons: The Subrecipient's contact person for this award is: Bonnie Waninger, waninger@cvregion.com

Attachments: This Grant consists of 22 pages including the following attachments that are incorporated herein:

Attachment A - Scope of Work to be Performed
Attachment B - Payment Provisions
Attachment C - Customary State Grant Provisions
Attachment E - Business Associates Agreement – N/A
Attachment F - Other AHS Grant Provisions
Attachment G - Memorandum of Agreement between Vermont Commission on National and Community Service and the Corporation for National and Community Service

Order of Precedence: The order of precedence of documents shall be as follows:

- 1) This document
- 2) Attachment C
- 3) Attachment A
- 4) Attachment B
- 5) Attachment F
- 6) Attachment G

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

STATE OF VERMONT

SUBRECIPIENT

By: _____
Hal Cohen
Secretary
Agency of Human Services

By: _____
Bonnie Waninger
Executive Director
Central Vermont Regional Planning Commission

Address: waninger@cvregion.com

APPROVED TO FORM:

By: _____
E-SIGNED by Bill Ahlers
on 2016-02-16 15:58:57 GMT
Attorney General's Office

Business Office Approvals:

P.K. J.M. D.N.

ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

This document defines the responsibilities of the State and the Project Site with respect to the assignment of up to **one (1) AmeriCorps*VISTA** member to perform service to strengthen and supplement the efforts of communities to provide *high-quality programs and opportunities for Vermonters as specified in the AmeriCorps*VISTA Assignment Description (VAD)*. The obligations of the parties are subject to the terms and conditions of the Memorandum of Agreement between the Corporation for National and Community Service (referred to as the Corporation) and the State of Vermont (Attachment G), existent federal laws, regulations, and Corporation policies applicable to the project, or which may become applicable to it subsequent to the execution of this Contract.

1. Responsibilities of the State

The State will:

- a) Assist the AmeriCorps*VISTA Project Site in developing a VISTA Assignment Description (VAD) for each position.
- b) Assist in the provision of orientation and in-service training as specified in Attachment G.
- c) Assign an AmeriCorps*VISTA member(s) to Project Site, matching the interests and skills of the AmeriCorps*VISTA member(s) with tasks to be accomplished in the approved VAD.
- d) Provide support and serve as a resource to the Site in areas such as administrative responsibilities, and best practices.
- e) Retain full responsibility for the management and fiscal control of the project.
- f) Provide orientation, training, and technical assistance to Subrecipients.
- g) Provide orientation, training, professional development, and support to AmeriCorps*VISTA members.

2. Responsibilities of the Project Site

The Project Site will do the following:

- a) Read, maintain copies of, and follow the law, regulations, and policies governing the AmeriCorps*VISTA program of the Corporation as stated in the VISTA Supervisor's Manual (provided by The Corporation at <http://vistacampus.org/>, or by the State upon request) and follow all policies instituted by the State.
- b) Develop an acceptable VAD for the AmeriCorps*VISTA member on the form provided by the State for approval prior to assignment of an AmeriCorps*VISTA member. The VAD will set forth the activities and tasks that the member will focus on during service. To add tasks or alter the VAD, the Project Site will need to get written permission from the State. (See also 2.w.)
- c) Facilitate AmeriCorps*VISTA member selection by disseminating advertisements to local media, interviewing prospective applicants, contacting applicant references, selecting appropriate applicant, and ensuring that a complete AmeriCorps*VISTA application is received by the State by the required date (member application forms are due to State at least **50** days prior to the Pre-Service Orientation).
- d) Select a Site Supervisor for approval by the State; ensure that the Site Supervisor, prior to assuming supervisory duties, attends an orientation facilitated by the State; ensure that the Site Supervisor selects an appropriate designee to perform required duties if the Site Supervisor is not available; and inform the State immediately if the Site Supervisor changes and make sure that the new Site Supervisor attends the required

supervisor orientation. The Site Supervisor MUST be a paid staff member and the person who directly supervises the A*VISTA member.

- e) Ensure that the person selected as the AmeriCorps*VISTA member is not related by blood, marriage, or civil union to Project Site staff; responsible State staff (SerVermont); officers, or members of the State Commission's Advisory Board; officers or members of the Project Site's Board of Directors; or responsible Corporation program staff.
- f) Pay a cost share (\$3,000) and training and technical assistance registration (\$3,000) totaling \$6,000 for the AmeriCorps*VISTA member. **The cost share and training and technical assistance registration may not be paid with federal dollars.** Once the Member is placed at the Project Site, the State will send an invoice to the Project Site. The Project Site must pay the full amount due within thirty (30) days of receipt, unless the State otherwise specifies in writing. Failure to pay within thirty (30) days of receipt may result in the imposition of interest and penalties. The Project Site is required to pay the cost share and training and technical assistance registration if the AmeriCorps*VISTA applicant attends the Pre-Service Orientation and takes the oath of office. The cost share and training and technical assistance registration are non-refundable (See Attachment B). If a VISTA elects to extend their service, the subrecipient will be charged a pro-rated amount based on the length of the extension.
- g) Make every reasonable effort to ensure that the health and safety of the AmeriCorps*VISTA member is protected during the performance of his/her assigned duties. Project Site shall not assign or require the AmeriCorps*VISTA member to perform duties which would jeopardize his/her safety or cause him/her to sustain injuries.
- h) Provide day-to-day supervision of the activities of the AmeriCorps*VISTA member.
- i) Ensure that the Site Supervisor meets with the AmeriCorps*VISTA member for a one-hour supervision meetings at least weekly, or bi-weekly with written approval by the State, to give direction and support, solicit input, and inquire about the general well-being of the AmeriCorps*VISTA.
- j) Ensure that AmeriCorps*VISTA member completely fills out required weekly time-sheets and **ensure that the weekly time sheets are mailed to the State on the following Monday by United States mail or other method approved by the State.** Site Supervisor shall keep copies of all timesheets at the site. Site Supervisor shall track member use of personal leave [ten (10) days annually] and medical leave [ten (10) days annually].
- k) Provide mileage reimbursement and/or public transportation costs to the AmeriCorps*VISTA member for service related activities (e.g., off-site travel to service related meetings events, as well as training sessions, meetings, events, etc. sponsored by the Corporation, Vermont Commission on National and Community Service, or the State) as well as cover approved travel related expenses.
- l) Ensure that the AmeriCorps*VISTA member participates in all training sessions required by the State, the Corporation, SerVermont, or the Vermont Commission on National and Community Service. This includes allowing the AmeriCorps*VISTA member time off from the Project Site and ensuring that the AmeriCorps*VISTA member has transportation to and from the training. If an AmeriCorps*VISTA member misses a required training, meeting, or event, the Project Site may be responsible for reimbursing the State, Corporation, or the Vermont Commission for the per member cost of the training, meeting, or event.
- m) Ensure the successful retention of the VISTA throughout the program year by communicating timely notifications to SerVermont in the event of any any grievances or challenges faced at the host-site. Additionally, the host site will not make any job offer or encourage partner agencies to make any job offer to a current VISTA that would interfere with successful completion of their service term.

- n) Provide materials and office supplies related to the performance of the member's assignment and provide adequate working space to permit the AmeriCorps*VISTA member to perform his/her assigned duties outlined in the Site's most current VAD approved by the State and the Corporation.
- o) Keep at least a five hundred dollar (\$500) per member emergency fund for situations such as travel funds for emergency leave and living allowance advancement if AmeriCorps*VISTA member's check is delayed.
- p) Notify the State immediately regarding unscheduled departure of the AmeriCorps*VISTA member from the site and unscheduled changes of status and condition of the AmeriCorps*VISTA member, such as arrest, hospitalization, and absence without leave. Notify the State if the member will be away from the site for more than five consecutive business days for any reason, including attending conferences or using personal leave.
- q) Allow the AmeriCorps*VISTA member to participate in local emergency disaster relief efforts if needed. The Project Site will need to release the member from service at the site if the member's assistance in an emergency disaster relief effort is requested by the State, Vermont Commission on National and Community Service or the Corporation for National and Community Service. If none of those entities has requested member participation, then the Project Site will need to get permission from the State before allowing a member to participate in disaster relief.
- r) Allow and encourage the AmeriCorps*VISTA member to participate in Dr. Martin Luther King, Jr. Holiday activities; and encourage members to participate in other Days of Service (e.g., Green Up Day, National Volunteer Week, and Make A Difference Day) should activities be organized in the communities where the AmeriCorps*VISTA member is in service.
- s) Assist in reviewing performance of the AmeriCorps*VISTA member when requested by the State and/or the Corporation.
- t) Maintain such records and accounts, and make such reports and investigations concerning matters involving the AmeriCorps*VISTA member and the project as the Corporation or State may require. The Project Site agrees to retain such records as the Corporation or State may require for a period of **three (3) years** after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to the Corporation and/or State for the purposes of litigation, audit, or examination. Records should include timesheets; mileage reimbursement; number of volunteers recruited and number of hours served; names of donors, items donated, value; names of grantors, amounts of grants; and other relevant documents related to AmeriCorps*VISTA member service.
- u) Ensure that the Site Supervisor prepares, with input from the AmeriCorps*VISTA member, all required reports and submits complete reports, including all required documentation, to State on time.
- v) If providing a housing subsidy, child care subsidy, or any other subsidy on behalf of the member, inform the State of the amount, frequency of payment, and to whom the payment is made; ensure that the payment is NOT made to the member, but directly to the landowner or child care provider; inform the member that the subsidy might increase the amount of reportable income for tax purposes; and ensure that the site follows all laws, regulations, and policies of the U.S. Internal Revenue Service and the State of Vermont.
- w) Ensure that the service of the member does not deviate from the most current, approved VISTA Assignment Description (VAD). If changes to the VAD are needed, contact the State who will review proposed changes and make a determination if those changes fit within rules and regulations of AmeriCorps*VISTA and the objectives and regulations of the State. (See also 2.b.)
- x) Ensure that the Site Supervisor conducts an orientation for the A*VISTA member, pursuant to the written On-Site Orientation plan, and pertaining to the current VAD during the first weeks of service.

- y) Ensure that the member does not receive any cash benefit from the site. Members receive a living allowance, based on the poverty level, from CNCS.
- z) Inform the State if member enrolls or plans to enroll in any class, and ensure that the member understands that obligations to service supersede class requirements. VISTA Members who wish to take classes must receive approval from the Corporation and State prior to doing so.
- aa) All notices and communications required to be given to the State by the Project Site, except as otherwise specifically provided, shall be directed to SerVermont A*VISTA Program, c/o SerVermont, 109 State Street 5th Floor Montpelier, VT 05609-4801.
- bb) Notify the State at least sixty (60) days prior to completion of service if the Project Site and Member intend to extend the term of the VISTA member's service beyond twelve (12) full months.

3. Legal Restrictions

- a) The Project Site agrees that **no** AmeriCorps*VISTA member assigned under this Grant Agreement shall participate in, and/or **no** funds from the Corporation shall be used in, the following activities when such participation in and/or use of funds would result in the identification of the AmeriCorps*VISTA member or the appearance that the AmeriCorps*VISTA member is identified with the following:
 - 1. Partisan and non-partisan political activities, including voter registration or providing transportation to the polls.
 - 2. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
 - 3. Labor or anti-labor organization or related activities.
 - 4. Religious instruction, worship services, proselytizing, or any other religious activity as an official part of his/her duties.
- b) The Project Site agrees **not** to allow an AmeriCorps*VISTA member to appear before any elected body (national, state, local) without the prior approval of the State and/or Corporation.
- c) The Project Site agrees **not** to assign the AmeriCorps*VISTA member to activities that would result in the firing of or result in the displacement of employed workers, or impair existing contracts for services. Project Site also agrees not to assign to the AmeriCorps*VISTA member tasks and duties previously performed by paid staff.
- d) The Project Site agrees **not** to accept or permit the acceptance of compensation from or to the AmeriCorps*VISTA member or from beneficiaries of the service provided by the AmeriCorps*VISTA member.
- e) The Project Site agrees **not** to approve the involvement of the AmeriCorps*VISTA member assigned to it in planning, initiating, participating in, or otherwise siding or assisting in any protest demonstration whatsoever.

State contact for this contract is:

Robyn Baylor
AmeriCorps*VISTA Program Supervisor
robyn.baylor@vermont.gov
802-760-8208

**ATTACHMENT B
PAYMENT PROVISION**

The cost share dollar amount payable under this agreement is broken down into two dollar amounts, a cost share, which covers the States financial match obligations to the Corporation, and a training and technical assistance registration, which covers the costs of providing members with training and professional development activities. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. The Project site will pay to the State a **cost share** in the sum of \$3,000 and a Training and Technical Assistance Registration in the sum of **\$3,000**, per member totaling \$6,000.
2. The cost share and training and technical registration may not be paid with federal dollars.
3. Once the Member is placed at the Project Site, the State will send an invoice for the full amount to the Project Site. The Project Site must pay the full amount due within thirty (30) days of receipt, unless the State specifies otherwise in writing. Late payments will be subject to five percent (5%) late fee.
4. The Project Site is required to pay the cost share and training and technical registration if the AmeriCorps*VISTA applicant attends the Pre-Service Orientation and takes the oath of office.
5. The cost share and training and technical assistance registration are non-refundable.
6. Failure to pay the State may result in penalties, including removal of the VISTA member from the host site.

Invoices should be sent to the following email:

AHS.COContractsGrants@vermont.gov

Or can be mailed to:

Business Office – Accounts Payable
Office of the Secretary
Agency of Human Services
208 Hurricane Lane, Suite 103
Williston, VT 05495

**ATTACHMENT C:
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**

1. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
3. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
4. **Appropriations:** If 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.

Work ers 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.

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

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

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.

10. **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.
11. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall

also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

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

13. **Taxes Due to the State :**

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

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

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

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

15. **Sub-Agreements :** Party shall not assign, subcontract or subgrant the performance of this 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.
20. **Internal Controls:** In the case that this Agreement is an award that is funded in whole or in part by Federal funds, 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).
21. **Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR 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.
22. **Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY GRANT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the grant for provider performance using outcomes, processes, terms and conditions agreed to under this grant.
2. **2-1-1 Data Base:** The Grantee providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Grantee will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org
3. **Medicaid Program Grantees:**

Inspection of Records: Any grants accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and

Inspect and audit any financial records of such Grantee or subgrantee.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Grantee, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Grantee or subgrantee and provide for revoking delegation or imposing other sanctions if the Grantee or subgrantee's performance is inadequate. The Grantee agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all grants and subgrants between the Grantee and service providers.

Medicaid Notification of Termination Requirements: Any Grantee accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Grantee accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All Grantees and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.
4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Grantee agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that Grantees and subgrantees receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Grantee provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
5. **Voter Registration.** When designated by the Secretary of State, the Grantee agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Grantee will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. Privacy and Security Standards.

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

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Grantee or subgrantee shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Grantee agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Grantee agrees to comply with any applicable Vermont State Statute, including but not limited to 12 V.S.A. §1612 and any applicable Board of Health confidentiality regulations. The Grantee shall ensure that all of its employees and subgrantees performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Grantee agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Grantee agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Grantee will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Grantee holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Grantee shall also check the central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Grantee who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Grantee will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Grantee or subgrantee, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

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

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

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

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

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

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

The State will not supply e-mail accounts to the Grantee.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

14. **Non-discrimination.** The Grantee will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The grantee will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Grantees are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

ATTACHMENT G
MEMORANDUM OF AGREEMENT BETWEEN SerVermont
AND THE
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE
AmeriCorps VISTA

MEMORANDUM OF AGREEMENT
between

Vermont Commission on National and Community Service
SerVermont
109 State Street
Montpelier, VT 05609-4801
EIN: 036000264

and

Corporation for National and Community Service
New Hampshire State Office
55 Pleasant Street, Room 1501
Concord, NH 03301-3954

*Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973,
as amended, 87 Stat. 394 hereinafter, the "Act"*

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as "CNCS"; and 2) Vermont Commission on National and Community Service, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to thirty (30) AmeriCorps VISTA members and up to zero (0) Summer Associates to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be cost-shared between CNCS and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to \$90,816.00 to cost-share up to eight (8) AmeriCorps VISTA member(s) and up to zero (0) Summer Associates and the assignment of up to twenty-two (22) AmeriCorps VISTA members(s) and up to zero (0) Summer Associates supported by CNCS. The Sponsor's cost-share of up to eight (8) VISTAs and Summer Associates is subject to annual review and renewal every 12 months. The final numbers of AmeriCorps VISTA members and/or Summer Associates placed may be less than the number listed above due to considerations, such as those related to the management, resources and budget of the VISTA program. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in paragraph 20 of Part II of this Agreement.

I. GENERAL PROVISIONS

1. Duration of This Agreement

This Agreement is for one year, and shall become effective on the date of 04/19/2015 execution of this Agreement. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement.

This Agreement is subject to performance of the terms as set forth in this Agreement, below in Part II. Activity on the project shall be deemed to have begun on 04/19/2015 and shall end thereafter on 04/16/2016, unless terminated sooner by either or both of the parties.

2. Status of VISTA Members During Service

AmeriCorps VISTA members are eligible for all benefits and coverage provided to them under the Domestic Volunteer

Service Act of 1973 (the Act), including the "income disregard" provisions as set forth at 42 U.S.C. § 5044 of the Act; the Federal Employees Compensation Act (FECA); and the Federal Tort Claims Act (FTCA).

AmeriCorps VISTA members shall not be considered employees of the Sponsor. AmeriCorps VISTA members are deemed employees of the federal government only for those limited purposes identified at 42 U.S.C. § 5055 of the Act.

II. RESPONSIBILITIES OF THE PARTIES

1. CNCS Responsibilities. CNCS will:

- a. Select individuals to serve as AmeriCorps VISTA members at Sponsors, and enroll individuals as AmeriCorps VISTA members in the AmeriCorps VISTA program.
- b. Assign AmeriCorps VISTA members to the Sponsor. All member assignments are at the discretion of CNCS and subject to availability of funds.
- c. Provide technical assistance to the Sponsor in planning, development, and implementation of the project.
- d. Process and select member applications submitted by Sponsor.
- e. Provide AmeriCorps VISTA candidate in-processing and pre-service orientation at AmeriCorps VISTA program expense.
- f. Provide AmeriCorps VISTA members with any benefits to which each is eligible, as prescribed by statute and VISTA program policy. Depending on the eligibility and circumstances of each VISTA member, benefits may include living allowance, relocation assistance, end of service awards, health coverage, life insurance coverage, and/or child care coverage.
- g. Subject to the availability of funds, conduct training for the Sponsor's AmeriCorps VISTA supervisors(s).
- h. Periodically review and assist the Sponsor's use of AmeriCorps VISTA members to achieve the objectives and perform the task(s) specified in the Project Narrative part of the Project Application.
- i. Promptly respond to written requests by the Sponsor to remove any AmeriCorps VISTA member from the project in accordance with CNCS's policies and procedures.
- j. Provide the Sponsor timely information concerning applicable CNCS and AmeriCorps VISTA regulations, policies and procedures.
- k. Provide to AmeriCorps VISTA candidate and members information regarding volunteer discrimination complaint procedures, and grievance procedures, as provided in federal law, applicable regulations, and the AmeriCorps VISTA Member Handbook.
- l. Effect removals of AmeriCorps VISTA members from Sponsors, and effect early terminations from the AmeriCorps VISTA program of AmeriCorps VISTA members.

2. Sponsor Obligations. The Sponsor will:

- a. To the maximum extent practicable, consult with and use the people of the community to be served by AmeriCorps VISTA members in planning, developing, and implementing the project.
- b. Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other Federal laws, regulations, and policies which are, or become, applicable to the program.
- c. Operate the project in accordance with the approved Project Application.
- d. Prepare and have approved by the appropriate CNCS State Office a Volunteer Assignment Description (VAD) for each VISTA member assigned to the Sponsor.
- e. Engage in best efforts to accomplish the goals set out for the AmeriCorps VISTA members in the Project Application, and comply with the Assurances included within the Project Application.
- f. Arrange and be responsible for providing in-depth on-site orientation and training for all incoming AmeriCorps VISTA members at the beginning of their service.
- g. Assist in the provision of pre-service, and in-service training (online or face-to-face), as specified in the Project Narrative.
- h. Supervise all assigned AmeriCorps VISTA members on a day-to-day basis, and as described in the Project Narrative.
- i. Provide on-the-job transportation, administrative resources and other project support needed to successfully conduct the project.
- j. Provide all AmeriCorps VISTA members grievance rights and procedures in accordance with federal law, applicable regulations, and the AmeriCorps VISTA Member Handbook.
- k. Maintain such records and accounts, including the tracking of leave taken by assigned AmeriCorps VISTA members, and make such reports and investigations concerning matters involving AmeriCorps VISTA members and the project, as CNCS may require. The Sponsor agrees to retain such records as CNCS may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes,

and to provide access to such records to CNCS for the purpose of litigation, audit or examination.

l. If circumstances require, the Sponsor will advance up to \$500.00 to any AmeriCorps VISTA member in case of any emergency (e.g., critical illness or death in the immediate family) to be reimbursed by CNCS when the Sponsor and AmeriCorps VISTA member have completed and submitted an AmeriCorps VISTA Payment Voucher. CNCS will not be responsible for the reimbursement of these funds unless the AmeriCorps VISTA Payment Voucher form is submitted to the State Program Director.

m. Report to the appropriate CNCS State Office, within 24 hours, the unscheduled departure of all assigned AmeriCorps VISTA members, and otherwise keep CNCS timely informed of unscheduled changes of status and conditions of AmeriCorps VISTA members, such as arrests, medical emergencies, hospitalization, and absence without leave.

n. Submit Project Progress Reports within the required time frame.

o. Submit on-site orientation training plans to the appropriate CNCS State Office at least thirty (30) days in advance of the proposed starting date of such training. On-site orientation training must occur and be completed within the first two to four weeks of an AmeriCorps VISTA member's assignment to the Sponsor.

p. Ensure that the Sponsor's AmeriCorps VISTA Supervisor(s) participate(s) in AmeriCorps VISTA supervisory orientation provided by CNCS, and ensure training of subrecipient supervisors.

q. Make every reasonable effort to ensure that the health and safety of all assigned AmeriCorps VISTA members are protected during the performance of their assigned duties. The Sponsor shall not assign or require AmeriCorps VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.

r. By the effective date of this Agreement, the Sponsor must certify that it has conducted a self-evaluation of its compliance with Section 504 of the Rehabilitation Act of 1973, including that it has taken all reasonable measures to ensure that its facilities and all participating project sites (i.e., subrecipients) are accessible to qualified persons with disabilities, promotes their equal participation, and does not otherwise discriminate against such persons based on disability.

s. On a biweekly basis, return the Sponsor Verification Form to the CNCS State Office within three (3) workdays of receipt. The Sponsor must indicate actual departure date(s) of AmeriCorps VISTA member(s) who leaves prior to completion of service date(s). The Sponsor must certify the Form even if no AmeriCorps VISTA members left/leave during the pay period covered by the form.

t. Should activities be organized in the communities where the AmeriCorps VISTA members are assigned for service, allow assigned AmeriCorps VISTA members to participate in Days of Service, e.g., Martin Luther King, Jr. Holiday, National Volunteer Week.

u. VISTA resources include the time and activities of the VISTA member CNCS assigns to the VISTA Sponsor and supports through VISTA member benefits. The Sponsor is required to ensure that all VISTA resources are properly used at all times. If CNCS determines that the Sponsor, and/or, if applicable, any subrecipient of the Sponsor (as described below in Section II.3. of this Agreement), has misused VISTA resources in violation of Federal law, Federal regulation, or the terms or conditions of this Memorandum of Agreement, the Sponsor and/or the subrecipient may be held financially responsible to reimburse CNCS for VISTA living allowances, and, if applicable, end of service awards and other CNCS funds provided in support of a VISTA member. Whether the Sponsor and/or the subrecipient is held financially responsible to reimburse CNCS is within CNCS's complete discretion.

3. Obligations of the Sponsor and any subrecipient of the Sponsors:

a. The Sponsor may carry out a VISTA project through, in part, one or more subrecipients. The Sponsor must enter into a subrecipient agreement with each subrecipient. A subrecipient agreement must have at least the following elements:

(1) A project plan to be implemented by the subrecipient;

(2) Records to be kept and reports to be submitted;

(3) Responsibilities of the parties and other program requirements;

(4) Suspension and termination policies and procedures.

(5) Written understanding and agreement that: (i) the subrecipient is required to properly ensure that all VISTA resources are used to carry out the VISTA project in conformity with all applicable CNCS laws, regulations, policies, procedures and program guidance; and (ii) the subrecipient must provide information to the Sponsor on the use of all VISTA resources; and

(6) Written understanding and agreement that while the Sponsor maintains responsibility for the subrecipient's proper use of VISTA members, the subrecipient may be held financially responsible to CNCS for the inappropriate use of all such VISTA resources by the subrecipient.

b. The Sponsor retains the responsibility for compliance with this Memorandum of Agreement; any agreements that it

has with subrecipient(s); all applicable regulations; and all applicable policies, procedures, and program guidance issued by CNCS regarding the VISTA program. The Sponsor shall not request or receive any compensation from a subrecipient for services performed by a VISTA member of Summer Associate.

c. The Sponsor shall not receive payment from, or on behalf of, the subrecipient for costs associated with VISTA program assistance, except for reasonable and actual costs incurred by the Sponsor directly related to the subrecipient's participation in a VISTA project.

4. Affiliation with Corporate for National and Community Service and AmeriCorps VISTA

a. The Sponsor must identify the project as an AmeriCorps VISTA project and assigned members as AmeriCorps VISTA members. In case where the Sponsor has one or more subrecipient(s) as described above in Section II.3., all subrecipient agreements related to the AmeriCorps VISTA project must explicitly state that the project is an AmeriCorps VISTA project and assigned AmeriCorps VISTA members are the resource being provided.

b. AmeriCorps VISTA is a registered service mark of the Corporation for National and Community Service. If a Sponsor uses a CNCS or AmeriCorps VISTA service mark or name, AmeriCorps VISTA must be identified as a Federal assistance provider. Sponsors and subrecipients must use the AmeriCorps VISTA name and logo in accordance with CNCS requirements. The Sponsor may not use or display the AmeriCorps VISTA name or logo in connection with any prohibited activity referenced in Sections 8-11 of Part II of this Agreement.

5. Joint Responsibilities

The Sponsor will identify and interview AmeriCorps VISTA applicants with support from CNCS. The Sponsor and CNCS will cooperate together in all pre-service and in-service trainings (online or face-to-face), in accordance with all applicable CNCS policies.

6. Prohibition on Nepotism

To avoid actual or apparent favoritism in the operation of an AmeriCorps VISTA project, CNCS's AmeriCorps VISTA program prohibits certain placement and assignment arrangements, as follows:

a. VISTA Members

An AmeriCorps VISTA member cannot be placed or assigned to an AmeriCorps VISTA project site if s/he:

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a project site staff member or a CNCS staff person in the applicable State Office or who manages the project, either at the Sponsor or a subrecipient;

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a project site staff member or a CNCS staff person in the applicable State Office or who manages the project, either at the Sponsor or a subrecipient;

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a member of the board of directors of the specific AmeriCorps VISTA project site where the VISTA member reports for service; or

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a member of the board of directors of the specific AmeriCorps VISTA project site where the VISTA member reports for service.

b. VISTA Project Supervisory Employees

A project site employee is prohibited from holding a VISTA project supervisory position if s/he:

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any CNCS official responsible for the AmeriCorps VISTA project;

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any CNCS official responsible for the AmeriCorps VISTA project;

is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any project site employee who holds supervisory authority over him/her; or

is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any project site employee who holds supervisory authority over him/her.

7. Nondiscrimination

No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps VISTA member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

8. Sexual Harassment

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As the recipient of federal financial assistance from CNCS, the Sponsor is responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Sponsor, its agents or supervisory employees should have known of the acts.

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.

Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Sponsor, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

9. Delegation and Subcontracting

The Sponsor is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement, with the exception of delegation or assignment to approved subrecipients. AmeriCorps VISTA members may be assigned by the Sponsor to perform duties with other public or private non-profit agencies or organizations ("project sites") as described in the Project Narrative and in accordance with written subrecipient agreements.

10. Supplemental Payments Prohibited

Monetary subsistence (living) allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. Neither the Sponsor or its subrecipients may supplement these allowances in a manner that would interfere with the member's experience of living at or below the poverty level. Sponsors and subrecipients are strictly prohibited from providing VISTA members or Summer Associates with cash.

11. Prohibitions of Use of CNCS Assistance By Sponsor

The Sponsor agrees that no AmeriCorps VISTA member assigned to the Sponsor, and no other federal financial assistance provided by CNCS, under this Agreement, shall be used to assist, provide or participate in:

- a. Partisan and non-partisan political activities associated with a candidate, including voter registration.
- b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- c. Labor or anti-labor organization or related activities.
- d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

12. Whistleblower Rights and Remedies for Employees of the Sponsor

A. The Sponsor is required to notify all of its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described at <http://www.cn csoig.gov/contractor-whistleblower-protection-0#node-100>. As such, Sponsor is required to notify all of its employees that they may not be discharged, demoted, or otherwise discriminated against for disclosing information that an employee reasonably believes is evidence of:

1. Gross mismanagement or waste of a Federal contract or grant;
2. An abuse of authority relating to a Federal contract or grant (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS);
3. A substantial and specific danger to public health or safety, or
4. A violation of law, rule, or regulation related to a Federal contract or grant.

B. The Sponsor is required to notify all of its employees that an employee may disclose suspected wrongdoing described above in Section 12.A. to any of the following:

1. The CNCS Office of Inspector General;
2. A CNCS employee responsible for contract or grant oversight or management;
3. A management official or other employee of the Sponsor who has the responsibility to investigate, discover, or address misconduct, or;
4. An authorized official of the U.S. Department of Justice or other law enforcement agency, a Member of Congress, or a representative of a committee of Congress, or the Government Accountability Office (GAO).

C. The Sponsor is required to notify all of its employees in writing that if an employee believes that he or she has been subjected to reprisal for disclosed wrongdoing described above in Section 11.A., the employee may submit a complaint to the CNCS OIG within three (3) years of the date on which the alleged reprisal took place.

13. The Sponsor further agrees not to:

- a. Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.

- b. Assign AmeriCorps VISTA members to activities that would supplant the hiring of or result in the displacement of employed workers, or impair existing contracts for service.
- c. Accept or permit the acceptance of compensation from AmeriCorps VISTA members or from beneficiaries for the services of AmeriCorps VISTA members.
- d. Request, charge or accept participation or application fees from VISTA members, VISTA candidates, and potential AmeriCorps VISTA candidates.
- e. Require or accept application fees from potential subrecipients, or require participation fees above and beyond the actual cost of support provided by the primary Sponsor.

14. Amendments

This Memorandum of Agreement may be amended at any time, in writing, executed by authorized representatives of the Sponsor, and the appropriate CNCS State Director, and, if appropriate, the appropriate CNCS Executive Officer. In addition all parties agree to amend this Agreement as required by paragraph 19 of Part II, "Increases in AmeriCorps VISTA Members Allowances During This Agreement."

15. Severability

If any provision of this Agreement is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this Agreement. The illegal or invalid provision will be deemed stricken and deleted from the Agreement to the same extent and affect as if it never existed, but all other provisions will continue in effect.

16. Notices

All notices and communications required to be given to CNCS by the Sponsor, except as specifically provided in paragraph 17 of Part II, shall be directed to the CNCS State Program Director or Specialist at the State Program Office Address provided below. All notices to be given to the Sponsor by CNCS shall be directed to Robyn Baylor at SerVermont, 109 State Street, Montpelier, VT 05609-4801. In the event that any of the parties or addresses named in the above paragraph change, written notice to all other parties must be provided immediately. Such written notice should include the Project number and Sponsor EIN.

17. Termination, Suspension, Or Non-Renewal

Sponsor: Right to Terminate with Notice. The Sponsor may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to CNCS of its intent. CNCS: Right to Terminate or Suspend. CNCS may terminate or suspend this Agreement in accordance with applicable terms and procedures set forth in applicable Federal regulations and 42 U.S.C. § 5052. Sponsor understands and agrees that CNCS may take action to terminate or suspend this Agreement, or deny renewal of this Agreement or VISTA resources, for failure to comply with the applicable terms and conditions of this Agreement.

18. Order of Precedence

In the event of inconsistencies or conflicts between the Project Application and the Agreement, this Agreement shall govern.

19. Increases in AmeriCorps VISTA Payment Amounts During This Agreement

The parties to this Agreement are cognizant of the likelihood of future area-based "cost-of-living" increases to subsistence allowances, to which AmeriCorps VISTA members would be entitled, in the course of their service at the Sponsor. The parties specifically intend that their respective obligations to pay, or reimburse amounts paid to, AmeriCorps VISTA members shall reflect and be adjusted to account for such general increases, in accordance with the Act and CNCS's regulations and procedures.

20. Cost Share Payment Provisions

- a. *Bi-Weekly Allowance Payments Made By CNCS to VISTA members.* The Sponsor shall reimburse CNCS for biweekly payments to all cost-share VISTA members, covered by this Agreement, for their living allowances (i.e., monthly subsistence allowances) as stated in the Budget.
- b. *Reimbursement Schedule For Sponsor to Pay Back CNCS.*
 - i. **CNCS Issues Monthly Invoices:** At the end of each month during which cost-share VISTA members are serving throughout the term of this Agreement, CNCS will provide the Sponsor with an invoice detailing the member allowance expenditures made by CNCS, on behalf of the Sponsor, in that month. The Sponsor will have 30 days to tender full reimbursement to CNCS of the total expenditures noted on the invoice.
 - ii. **Requirement For Full Reimbursement to CNCS By Due Date:** In accordance with the Debt Collection Improvement Act of 1986, 31 U.S.C. chapter 37 (DCIA), CNCS's Claims Collection Regulations at 45 CFR Part 2506, and the Federal Claims Collections Standards (FCCS) (31 CFR Parts 900 to 904), the Sponsor is required to fully reimburse CNCS for the expenditures that CNCS made to the cost-share VISTA member(s) on behalf of the Sponsor by the Due Date set forth on

the Invoice. Also, under federal law, any expenditures that CNCS makes to the cost-share VISTA member(s) on behalf of the Sponsor is considered a debt of the Sponsor, and CNCS must try to collect the debt it is owed.

c. Reimbursement Procedures For Sponsor to Pay Back CNCS.

All reimbursements made by the Sponsor to CNCS - i.e., monthly reimbursements and close-out payments for any amounts remaining due -- may be paid through www.pay.gov. Within 45 days after the end of the project (whether by termination or by expiration of this Agreement), CNCS shall provide a final accounting of member allowance expenditures, together with a final invoice for any amount remaining due, pursuant to the Sponsor's cost-share Agreement. Payment of any invoice described above is due within 30 days of the date of the invoice.

d. Interest, Administrative Costs, and Penalties For Non-Reimbursement And Delinquencies.

The parties to this Agreement understand that the reimbursement amounts that the Sponsor owes CNCS, as set forth in the invoices, discussed above in parts b. and c., are considered debts under Federal law and applicable regulations. As a federal agency, CNCS must comply with the Debt Collection Improvement Act of 1986, 31 U.S.C. chapter 37 (DCIA), CNCS's Claims Collection Regulations at 45 CFR Part 2506, and the Federal Claims Collections Standards (FCCS) (4CFR Part II.). Accordingly, CNCS is required to try to collect all debts that it is owed. Such debts include any and all reimbursement amounts that the Sponsor owes CNCS.

The Sponsor is required to pay CNCS the full reimbursement amount set forth on each invoice, by the date specified on the invoice. Any reimbursement amount unpaid by the Sponsor to CNCS by the date specified on the invoice becomes a delinquent debt. A debt becomes delinquent the day after the date specified on the invoice for the full reimbursement amount.

The parties to this Agreement understand that to the extent that the reimbursement amount that the Sponsor owes CNCS, as set forth on the invoice, becomes delinquent, the Sponsor is subject to interest on that delinquent debt in accordance with the DCIA at 31 U.S.C. § 3717. To the extent the Sponsor's debt remains delinquent for more than 60 days, CNCS shall initiate action to collect such debt with interest. In addition, in instances where the Sponsor has such debt that remains delinquent for more than 90 days, CNCS shall also initiate action to collect administrative costs and penalties. Debt collection may include referral to the U. S. Department of the Treasury, Debt Management Services. The debt may also be collected by the Internal Revenue Service through the U.S. Department of the Treasury Offset Program (TOP).

e. Non-Reimbursement or Delinquency May Result in Cessation of VISTA Operations

The Sponsor understands and agrees that if the full reimbursement amount set forth on each cost share invoice is not paid by the date specified on the invoice and thus becomes a delinquent debt, CNCS may deny refunding of the VISTA project, or suspend or terminate the VISTA project prior to the conclusion of the last term of service date for all VISTA members or Summer Associates currently assigned to the Sponsor, or may take such other action as is appropriate and legally available to CNCS. The Sponsor further understands and agrees that should CNCS take any action available to it as a result of a failure to make a full reimbursement amount set forth on each cost share invoice, that the debt owed by the Sponsor to CNCS is not extinguished, and that such debt remains due and owing regardless of other actions taken for violations of this Agreement.

<small>In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and Corporation for National and Community Service staff must sign the Memorandum of Agreement even though single signatures only are required for grant agreements.)</small>	
Sponsor	Corporation for National and Community Service
Electronically Signed By: Rolling, Philip	Electronically Signed By: Tilley, Sharen
Title:	Title: State Program Director
Date: 17-MAR-15	Date: 20-MAR-15
Vermont Commission on National and Community Address: Ser/Vermont 109 State Street Montpelier, VT 05609-4801	Corporation for National and Community Service Address: New Hampshire State Office 55 Pleasant Street Room 1501 Concord, NH 03301-3954
Phone: (802) 828-6409	Phone: 603-226-7780
Sponsor Location Code Number: 61108	
Sponsor DUNS Number: 809376155	
	Electronically Signed By: Elias, Stephen
	Title: Budget Analyst
	Date: 20-MAR-15
	Corporation for National and Community Service Address: 1201 New York Ave. NW Washington DC 20525
	Phone: 202-696-6626

Permaculture Cooperative of Central Vermont (working title)

Bright Blue EcoMedia

<http://designabundance.weebly.com>

Proposed Collaboration With

Central Vermont Regional Planning Commission (CVRPC)

January 2016

“As we continue to witness degradation, and increasing volatility in our political, economic and ecological systems, it is critical that we be proactive in our solutions. We need to start locally, and design democratically owned, regionally controlled and ecologically resilient systems.” -- Vic Guadagno, [Bright Blue EcoMedia](#);

Bright Blue Permaculture Group:

In 2014 Bright Blue EcoMedia (Montpelier, VT) spearheaded an initiative aimed at exploring the application of permaculture design principles on a regional scale in Central Vermont. The initiative, or design process, was formed to strategically organize experienced designers, community members, local institutions and young researchers to collectively explore the application of permaculture as a strategy to contribute to a resilient region. We are seeking design solutions to our land management, as well as new economic systems to create equity and resiliency in our region. We are forming partnerships with ecological, social and economic innovators to create tangible solutions.

Mission: To provide design and implementation strategies for the formation of democratically owned, regionally controlled and ecologically resilient systems that contribute to localized sustainability and a shift in our cultural narrative.

Objectives:

- Provide biological products and services
- Conduct research on land-use practices and watershed resiliency
- Contribute to regional water quality strategies
- Develop educational programming for our local schools and visiting professionals students
- Generate educational information and media

Priorities of Bright Blue and Central Vermont Planning Commission Collaboration:

Over the past 40 years examples have been established that demonstrate the effectiveness of Permaculture as a site-specific design strategy. There is increasing interest in applying these design principles on larger scales and Bright Blue is proposing the use of Permaculture as a tool in regional design. We are assembling a team of regional planners, ecological designers, educators, economists, etc. to conduct a Permaculture design of central Vermont. A partnership with the CVRPC is critical for this process. We suggest two initial areas of focus:

1 - Forest Farming and diversifying Vermont's woodlands

A key component of Permaculture Design is biological diversification and the replication of natural systems. We hope to contribute to CVRPC's ongoing efforts to identify diverse yields from Vermont forests. We will assemble a team of researchers and practitioners, to investigate Agroforestry potential in Vermont's Forest Management Plan. A recent excerpt from Bright Blue's film, The Resilient Ones, discusses Agroforestry. -<https://goo.gl/2htGwl>

2- Regional Contour Review and Land Management Strategies

We would like to collaborate with the CVRPC GIS team to review regional contour patterns and compare to land-use strategies. We propose that best management practices could emerge that would vary based on specific site characteristics. These would be driven by geospatial characteristics (orientation, slope, bio-diversity, animal integration, etc.). We intend to design broad land-management strategies with emphasis on earthworks/water management and biological guilds – for productivity and water harvesting.

Roles and Responsibilities of Bright Blue Permaculture Collaborative:

1. Provide input to CVRPC's ongoing forest management research
2. Offer permaculture input to planning and GIS mapping, specifically contour management & forestry considerations
3. Support planning and coordination efforts for the *Designing Abundance* workshop series
4. Provide media support and promotional supporting the Bright Blue / CVRPC partnership

Roles and Responsibilities of Central Vermont Regional Planning Commission:

1. Provide input relevant to the permaculture design of Central Vermont. Specific areas of interest include: 1.) Contour; Land Use & Access, 2.) Water Quality, 3.) Forestry and 4.) Regional Food System Assessment
2. Support GIS mapping efforts of Bright Blue Permaculture Cooperative

Permaculture Cooperative of Central Vermont – Partners:

- Bright Blue EcoMedia
- Central VT Regional Planning Commission
- GUND Institute of Ecological Economics
- UVM's Ecological Design Collaboratory
- Vermont Bean Crafters
- Sho Farm
- Maple Wind Farm
- Bear Roots Farm
- Lintilhac Foundation
- The Center for an Agricultural Economy

Permaculture Cooperative of Central Vermont - Operating Group:

- Vic Guadagno, Bright Blue EcoMedia
- Sarah Shaw, UVM '15
- Aaron Guman, Walking Onion LLC
- Graham Unangst-Rufenacht, Robinson Hill Beef
- Kyle Devitt, Entrepreneur
- Baylen Karl Slote, True North Way & Vermont Bean Crafters
- Charlotte Root, Spread Your Roots

Permaculture Cooperative of Central Vermont - Steering Committee (proposed):

- Joe Bossen
- Jon Erickson
- Bruce Hennessey
- Melissa Hoffman
- Walt Poleman
- Amy Seidl
- Bonnie Wanninger
- Sarah Waring

Objectives for 2016:

- Conduct Regional Design in collaboration with Regional Planning Commission and UVM
- Permaculture Design Certification course (PDC) June 19th-July 1st
- *Designing Abundance* workshop
- Edible Forest Gardens Intensive (August 2016)
- Additional short courses & public lectures

CONTRACT FOR SERVICES
by and between the
CENTRAL VERMONT REGIONAL PLANNING COMMISSION
and
WATERSHED CONSULTING ASSOCIATES, LLC

This Agreement is made this 1st day of March, 2016, between Central Vermont Regional Planning Commission (CVRPC), with principal place of business at 29 Main Street, Suite 4, Montpelier, VT 05602 (hereinafter called "CVRPC") and Watershed Consulting Associates, LLC, with its place of business at 430 Shelburne Road, P.O. Box 4413, Burlington, VT 05406 (hereinafter called "CONTRACTOR").

CVRPC has received a grant from the Vermont Department of Environmental Conservation to complete project identification and construction activities related to the Northfield Stormwater Site Construction, which will serve to improve water quality by implementing projects that will allow nutrients and pollutants to settle out from stormwater runoff before it enters the Dog River. This will serve the dual purpose of protecting the State's water quality and supporting the CVRPC'S goal to protect and restore the Winooski River and its tributaries. (Grant Agreement No. 2016-ERP-2-13). All pass through requirements detailed in *Attachment A and B (CVRPC Standard Contract Provisions for Contracts and Grants and Department of Environmental Conservation Request for Approval to Subcontract)* of this Grant Agreement are incorporated into this contract between CVRPC and CONTRACTOR and are included in Attachments A and B herein.

In consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. SCOPE OF WORK

The CONTRACTOR agrees to perform work under this contract in accordance with Attachment C: Scope of Work and Time Line, and comply with the terms therein.

2. SERVICES TO BE PROVIDED BY THE CVRPC

CVRPC shall provide to CONTRACTOR all information and data identified in Attachment C which is under the jurisdiction of the CVRPC. CVRPC shall provide such information and data at times and in a manner sufficient to permit CONTRACTOR to perform such services in accordance with any schedule established herein and in Attachment C.

3. AMENDMENTS

No changes or amendments to the Agreement shall be effective unless reduced to writing, signed by authorized representatives of the CVRPC and CONTRACTOR, and approved as needed by the funding agencies.

4. BEGINNING WORK AND TERMINATION

4.a. The CONTRACTOR will commence the work required by CVRPC on the date of the execution of this contract document, and will complete the same in the time table specified in Attachment C, unless the period for completion is extended otherwise by CVRPC.

4.b This Agreement is funded through a cooperative agreement with the Vermont Department of Environmental Conservation (Grant Agreement No. 2016-ERP-2-13). If funding for these services is not continued by the Department, the CVRPC may terminate the Agreement as of that date and will compensate the CONTRACTOR only for those costs incurred from service initiation to the date of termination.

4.c This Agreement may be cancelled by either party by giving written notice at least 15 days in advance.

5. AGREEMENT FEE

5.a General. The total estimated cost of all activities to be performed under this Agreement is **\$16,372.00** which the CVRPC agrees to pay and the CONTRACTOR agrees to accept, as compensation for the performance of all services as outlined in Attachment C.

5.b Maximum Limiting Amount. The total amount to be paid to the CONTRACTOR shall not exceed the maximum limiting amount of **\$16,372.00**.

6. PAYMENT PROCEDURES

6.a The CVRPC shall pay, or cause to be paid, to the CONTRACTOR upon the receipt and acceptance of completed measures as outlined in Attachment C.

6.b The above payments shall be paid promptly, in accordance with applicable State and Federal regulations. The CVRPC will seek to make payments within forty five (45) days of receipt of an invoice from the CONTRACTOR.

6.c Invoices shall be submitted to the CVRPC c/o Dan Currier, CVRPC, 29 Main Street, Suite 4, Montpelier, VT 05602 or via email currier@cvregion.com

7. INTELLECTUAL PROPERTY

Work conducted under this Agreement may result in intellectual property, including but not limited to computer programs, which is copyrightable. CONTRACTOR and CVRPC shall retain joint ownership of all such property. Both parties shall have a royalty-free, non-exclusive and irrevocable right to reproduce, translate, publish, and use all materials resulting from activities under this Agreement for their own purposes and to authorize others to do so.

8. This Agreement shall be binding upon all parties hereto and the respective heirs, executors, administrators, successors, and assigns.
9. The interpretation of this Agreement will be governed by the laws of the State of Vermont. Attachments: This Agreement consists of 16 pages, including the following attachments that are incorporated herein:
- A. Pass-thru requirements (Attachments A and B of Grant Agreement No. 2016-ERP-2-13)
 - B. Scope of Work and Time Line (Attachment C)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two copies, each of which shall be deemed an original on the date first above written.

CONTRACTOR:

CVRPC:

Authorized Representative

Authorized Representative

Name Andres Torizzo
Principal Hydrologist
Watershed Consulting Associates, LLC
430 Shelburne Road
P.O. Box 4413
Burlington, VT 05406

Name Byron Atwood
Central VT Regional Planning
29 Main St Suite 4
Montpelier, VT 05602

Date: _____

Date: _____

ATTACHMENT A

Standard Contract Provisions for Contracts and Grants

1. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, and 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 Sub-recipient, with whom Central Vermont Regional Planning Commission (herein referred to as CVRPC) 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 CVRPC and the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, CVRPC 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, CVRPC may suspend or cancel this Grant immediately, and CVRPC shall have no obligation to pay Sub-recipient from CVRPC's or any State revenues.
5. No Employee Benefits For Party: The Party understands that CVRPC will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, or other benefits or services available to CVRPC employees, nor will CVRPC 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 CVRPC 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 CVRPC. The Party shall defend CVRPC, 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. CVRPC 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 CVRPC and its officers and employees in the event that CVRPC, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.
7. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverage is in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with CVRPC through the term of the Agreement. No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

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

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 CVRPC and its officers and employees as additional insureds on all policies listed above for liability arising out of this Agreement.

8. Reliance by the CVRPC on Representations: All payments by CVRPC 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 proof 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, and if the Sub-recipient expends \$500,000 or more in Federal assistance during its fiscal year, the Sub-recipient is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit. The Sub-recipient may elect to have a program specific audit if it expends funds under only one Federal program and the Federal program's laws regulating grant agreements do not require a financial Statement audit of the Party. A Sub-recipient is exempt if the Party expends less than \$500,000 in total Federal assistance in one year.

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 CVRPC and 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. CVRPC, 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 requirements 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 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 of Vermont 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 the 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 sub-grant the performance of this agreement or any portion thereof to any other Party without the prior written approval of CVRPC. Party also agrees to include in all subcontract or sub-grant agreements a tax certification in accordance with paragraph 13 above.

16. 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 CVRPC during the term of this Agreement.

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

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date this Agreement is signed, neither Party nor Party's principals (officers, directors, owners or partners)

nor subcontractors to be used on this project are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs 01' programs supported in whole or in part by Federal funds.

Other Provisions

19. Cost of Materials: Grantee will not buy materials and resell to CVRPC at a profit.

20. Work Product Ownership: Upon full payment by CVRPC, 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 CVRPC and shall remain accessible to the public. These items may not be copyrighted or resold by the Party.

21. Prior Approval of Press Releases: Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form under this Agreement shall be submitted to CVRPC for approval prior to release.

22. Ownership of Equipment: Any equipment purchased by or furnished to the Sub-recipient by CVRPC under this Agreement is provided on a loan basis only and remains the property of CVRPC .

23. Davis-Bacon Act: The contractor will comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for Federally assisted construction contractors where construction is part of the contract.

24. Confidential Information. During the course of the work contemplated in this agreement, the sub-recipient shall not, on its own, enter into any agreements which pertain to information to be used in performing such work and which restrict access to information or denominate information as confidential, allegedly confidential, or protected from disclosure.

25. Lobbying: Sub-recipient certifies to the best of his or her knowledge and belief that: No Federal appropriated funds have been paid nor will be paid, by or on behalf of the sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

26. By signing this Contract agreement, the Contractor certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the recipient shall complete and submit Standard form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award of documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section .1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$160,000 for each such failure.

27. Federal Government funds may be used on this project. The following Federal requirements apply:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during reemployment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

28. The Contractor shall provide all material, labor, equipment, and facilities necessary for the completion of the project.

29. The Contractor is assumed to be thoroughly familiar with all requirements of the contract and specifications, having investigated the site and satisfied his/herself regarding the character of the work and local conditions that may affect his performance.

30. The Contractor shall be responsible for any damage occurring to the existing premises during the construction project.

31. The Contractor shall take extreme care to avoid pollution of surface water, groundwater, and air.

32. CVRPC shall not be held responsible for any damage caused by vandalism to either the project or the Contractor's property.

33. The Contractor shall remove all construction equipment, materials, and debris caused by the project from the site at the conclusion of the project.

34. The Contractor shall be responsible for safety on the job. The Contractor shall take due care to protect the public. The Contractor shall protect the rights and property of adjacent land owners and shall be fully responsible for any damage beyond the limits of construction shown on the plans. The Contractor shall take due care to protect the property of CVRPC. Damage to roads and structures caused by tracked vehicles and trucks shall be repaired at the Contractor's expense.

35. Any work on this Contract which is "Professional Engineering Services" as defined in 26 V.S.A. § 1161 must be performed by a Licensed or Registered Professional Engineer as required in 26 V.S.A. §

1162.

36. Compliance with Other Laws. The Contractor shall comply with all applicable laws and regulations including:

When applicable, the Contractor shall comply fully with the OSHA standard for hazardous waste operations and emergency response as found in 29 CFR 1910.120.

The Contractor shall purchase and maintain adequate liability coverage for all aspects of the project as outlined in Section 7 of this agreement.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes contractors) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA and VTrans, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA or VTrans to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *FHWA or VTrans*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA or VTrans may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA or VTrans may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681et seq).

37. **Professional Liability Insurance.** Before commencing work on this contract and throughout the term of this contract, Contractor shall procure and maintain professional liability insurance for any and all services performed under this contract, with a minimum coverage of \$1 million per occurrence / \$1 million aggregate.

38. **Cancellation.** Normal cancellation procedures notwithstanding, CVRPC reserves the right to order immediate suspension of Contractor operations and termination of this Agreement in the event of Contractor negligence or Contractor practices in apparent violation of State or Federal law or regulations.

39. **Payment Provisions:** The Contractor shall provide the site investigation services listed in attachment A to CVRPC at the rates listed in the scope of work attached to this Agreement. Work performed will be on a time and materials basis; however, CVRPC will require that a written hour and cost estimate for the performance of each of the requested services be submitted and approved prior to the start of work. The contractor shall immediately notify CVRPC if costs for the performance of any task exceed or are expected to exceed the written estimate, and the contractor will supply a new estimate for CVRPC approval. The contractor will not be reimbursed for any services or expenses which have not been previously approved by CVRPC. Subcontractor rates shall be consistent with those provided in Company's scope of work dated 2/18/2016. Markups for subcontractors will not exceed 10%. Markups for equipment, regular site costs (such as utilities) and primary contractor services (such as telephone calls, copying, mailing costs, meals, lodging) are not allowed under this contract. The contractor shall submit monthly invoices to CVRPC during months when work is performed under the terms of this contract. Charges will be separated by specific project task (e.g. Phase I, Phase II, CAFI, CAP) and include the estimated task amount and total charges billed to task to date. Projects will be identified on the invoice by the site name and site number (if applicable) provided by CVRPC project manager. In addition, the words "Targeted Brownfield Assessment" will be prominently displayed at the top of each invoice. This will facilitate our internal budget tracking for each contract.

All invoices shall be sent to CVRPC at the following address: 29 Main Street, Suite 4, Montpelier, VT 05602. If the work described in any invoice has not been completed to the satisfaction of CVRPC, as determined by the project manager, CVRPC reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges.

Attachment B

Language to be Included in All Subcontracting Agreements

11. Taxes Due To The State:

- a. Contractor 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. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor 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. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor 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. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

12. Child Support: (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract 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.

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

13. Subcontractors: Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of CVRPC. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 11 above.

Department of Environmental Conservation
Request for Approval to Subcontract

Date of Request: 2/26/16
Original
Grantee/Contractor: Central Vermont Regional Planning Commission
Address: 29 Main St Suite 4 Montpelier, VT 05602
Phone Number: 802-229-0389
Agreement #: 2016-ERP-2-13
Subcontractor Name: Watershed Consulting Associates, LLC
Address: 430 Shelburne Road P.O. Box 4413 Burlington, VT 05406
Phone Number: 802.922.4871
Contact Person: Andres Torizzo

Tasks include:

Design Tasks

- Meeting with CVRPC and Town of Northfield for site walk and review preliminary designs.
- Draft Final Site Designs for CVRPC and Town to Review and Approve.
- Completed Final Designs with Professional Engineer stamp.

Construction Project Manager Tasks

- Attend site visit with interested Construction firms April 2016
- Assistance with Review and Selection of Construction firm for installation of stormwater site based on RFP.
- Onsite Construction Project Manager to verify that the installation and site work for the bio retention basin, catch basins, and stormwater lines are installed as designed.
- As-built Drawings once the construction is completed

Scope of
Services:

Maximum Amount:: \$ 16,372.00

**Grantee/Contractor
Signature:**



State Contact Person: Lynnette Claudon
Phone: 802-490-6226
State Grant/Contract
Manager Signature:

DEC Business Office Review

Approval: _____ **Date:** _____

Attachment C

Scope of Work, Time Line, and Cost Estimate

Contractor Responsibilities

The contractor will help CVRPC first in the completion of the final designs for the bio retention basin stormwater site behind the Legion Hall on Depot Square in Northfield, VT in preparation of the construction request for proposals (RFP). Secondly they will assist as the onsite construction project management to verify that the installation and site work for the bio retention basin, catch basins, and stormwater lines are installed as designed.

Tasks include:

Design Tasks

- Meeting with CVRPC and Town of Northfield for site walk and review preliminary designs.
- Draft Final Site Designs for CVRPC and Town to Review and Approve.
- Completed Final Designs with Professional Engineer stamp.

Construction Project Manager Tasks

- Attend site visit with interested Construction firms.
- Assistance with Review and Selection of Construction firm for installation of stormwater site based on RFP.
- Onsite Construction Project Manager to verify that the installation and site work for the bio retention basin, catch basins, and stormwater lines are installed as designed.
- As-built Drawings once the construction is completed.

Time Line:

Measure: Design Tasks	Deliverable	Timeframe
1. Meeting with CVRPC and Town of Northfield for site walk and review preliminary designs.	Meeting minutes	3/1/16-4/1/16
2. Draft Final Site Designs for CVRPC and Town to Review and Approve.	Draft Final Site Designs	3/1/16-4/1/16
3. Completed Final Designs with Professional Engineer stamp.	Final Site Designs with Professional Engineer stamp.	3/1/16-4/1/16
Measure: Construction Project Manager Tasks	Deliverable	Timeframe
4. Attend site visit with interested Construction firms.	Meeting Summary	4/1/16-5/1/16
5. Assistance with Review and Selection of Construction firm for installation of stormwater site based on RFP.	Meeting Summary	5/1/16-6/1/16
6. Onsite Construction Project Manager to verify that the installation and site work for the bio retention basin, catch basins, and stormwater lines are installed as designed.	<ul style="list-style-type: none"> • 30% Construction Completion Report • 60% Construction Completion Report 	6/1/16-10/1/16

	<ul style="list-style-type: none">• 90% Construction Completion Report	
7. As-built Drawings once the construction is completed.	Updated Site Designs and memo on instillation	10/1/16-12/15/16

Cost Proposal



CVRPC – Depot Square Stormwater Retrofit Final Design and Construction Oversight

I. Cost Proposal:

Task	Key Team Member Roles	Person Hours	Hourly Rate	Cost
Task 1 - Design Tasks				
Sub-Task 1a: Site Walk and Design Review	A. Torizzo	4	95	\$ 380.00
	D. Allen	4	75	\$ 300.00
	Subtotal	8		\$ 680.00
Sub-Task 1b: Final Engineering Design	A. Torizzo	30	95	\$ 2,850.00
	D. Allen	30	75	\$ 2,250.00
	Subtotal	60		\$ 5,100.00
Sub-Task 1c: Complete Final Engineering Design (w/P.E. Stamp)	A. Torizzo	15	95	\$ 1,425.00
	D. Allen	10	75	\$ 750.00
	B. Chenette	5	95	\$ 475.00
	Subtotal	30		\$ 2,650.00
Mileage				\$ 108.00
Task 1	Person Hours Project Total	98		\$ 8,538.00
Task 2 - Construction Oversight Tasks				
Sub-Task 2a: Site Visit w/Project Bidders	A. Torizzo	4	95	\$ 380.00
	D. Allen	4	75	\$ 300.00
	Subtotal	8		\$ 680.00
Sub-Task 2b: Review/Selection of	A. Torizzo	4	95	\$ 380.00
	D. Allen	4	75	\$ 300.00
	Subtotal	8		\$ 680.00
Sub-Task 2c: Onsite Construction Management	A. Torizzo	15	95	\$ 1,425.00
	D. Allen	15	75	\$ 1,125.00
	B. Chenette	15	95	\$ 1,425.00
	Subtotal	45		\$ 3,975.00
Sub-Task 2d: As-Built Drawings	A. Torizzo	15	95	\$ 1,425.00
	D. Allen	10	75	\$ 750.00
	Subtotal	25		\$ 2,175.00
Mileage				\$ 324.00
Task 2	Person Hours Project Total	86		\$ 7,834.00
TOTAL COSTS	Person Hours Project Total	184		\$ 16,372.00



MEMO

Date: February 26, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Bright Blue Media Proposal

Staff is requesting Executive Committee waiver of CVRPC's GIS Cost of Services policy to dedicate up to 80 hours of service for a landscape analysis using land cover, contours, and natural constraints and other GIS work in support of Bright Blue EcoMedia's regional permaculture design collaboration.

Last August, CVRPC and other partners sponsored a one-day workshop aimed at inspiring meaningful conversations and action towards the creation of resilient regional systems. The workshop was part of a broader effort by Bright Blue EcoMedia to learn how permaculture design principles might be applied on a regional scale. Bright Blue EcoMedia is an educational non-profit whose mission is to communicate transitional strategies through film (<http://brightbluemedia.org/>). CVRPC presented a summary of the Commission's 2012 Central Vermont Food Systems Assessment and facilitated a discussion on identifying opportunities for a regenerative, locally based business network.

Bright Blue has proposed additional collaboration with CVRPC (see attached proposal). Generally, the collaboration would include:

- 1) Exploring forest farming to diversify Vermont's woodlands; and
- 2) Developing permaculture-based land management strategies based on regional contour review.

Vermonters have always used forestlands for hunting and foraging. Increasingly, forestland is being used for commercial edibles harvesting. The floods of 2011 have increased public lands acquisition to support flood resiliency. While this land will remain undeveloped, it also offers an opportunity to explore management strategies that offer multiple benefits. Bright Blue's team of researchers and practitioners can explore a unique aspect that may interest municipalities.

CVRPC uses slope as a factor in natural resource considerations for land use. A regional contour analysis followed by input from Bright Blue's collaborative may provide a new perspective to assist CVRPC in refining its land use and climate resilience strategies.

Working with the collaborative offers CVRPC access and partnership opportunities with UVM, the Center for the Agricultural Economy, local agricultural enterprises, and a non-profit media company. This access opens doors for future collaboration.