



## **EXECUTIVE COMMITTEE MEETING**

**Tuesday, January 3, 2017**

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

Page      **AGENDA**

- |    |             |   |
|----|-------------|---|
|    | <b>4:00</b> | <b>Adjustments to the Agenda</b>  |
|    | <b>4:05</b> | <b>Public Comment</b>   |
|    | <b>4:10</b> | <b>Consent Items (enclosed)*</b>  |
| 2  |             | a) Meeting Minutes – December 5, 2016   |
| 5  |             | b) Executive Director Report  |
| 6  | <b>4:15</b> | <b>Contract/Agreement Authorization (enclosed)*</b>   |
| 7  |             | a) <i>FY17 Agency of Commerce and Community Development Amendment</i> –for annual regional planning agreement by substituting tasks, adding a task, and increasing the award. |
| 22 |             | b) <i>FFY16 Emergency Management Performance Grant</i> – Annual agreement for emergency management services to assist municipalities and the State of Vermont.                |
| 43 |             | c) <i>Act 174 Education and Technical Assistance</i> – Provide training, education, and assistance for municipal comprehensive energy planning.                               |
| 58 | <b>4:30</b> | <b>Commissioner Handbook (enclosed)*</b>  |
|    |             | Review of initial draft for content.  |
| 59 | <b>5:15</b> | <b>Commission Meeting Agenda (enclosed)*</b>  |
|    | <b>5:30</b> | <b>Anticipated Executive Session – 1 V.S.A §313(3), Personnel</b>   |
|    | <b>6:00</b> | <b>Adjourn</b>  |

\*Denotes anticipated action item

**NEXT MEETING: Monday, February 6, 2017 at 4:00 p.m.**

## **Executive Director's Report**

January 2, 2017

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### **Regional Partnerships - Tiny House Workgroup**

CVRPC is participating in a regional workgroup to assess the viability of creating a Tiny House Community in Central Vermont. Tiny Houses are homes of less than 1,000 SF (small house) and less than 500 SF (tiny house). Tiny Houses are a growing part of the affordable housing movement.

CVRPC's role is to research national zoning models and develop an outreach brochure and zoning language that municipalities could choose to adopt. CVRPC will also contact select communities to discuss the concept and, if appropriate, identify potential properties.

The goal for the Central Vermont Tiny House Community is to create a socioeconomically diverse community where people live independently and autonomously. On-site support services may be provided for some individuals. AHS and non-profit housing organizations have found that delivering services on site provides add-on benefits and can create an economy of service.

The Central Vermont workgroup has been organized by the Agency of Human Services Barre-Morrisville Field Director. Other organizations participating in the initial workgroup include Downstreet Housing & Community Development (site identification), Washington and Lamoille County Mental Health Services (feasibility study), Green Mountain United Way (construction volunteers), and Voc Rehab (tech center construction liaison). Some tech centers are already engaged in building tiny houses.

### **Municipal Energy Plans**

CVRPC, in cooperation with the Vermont Public Service Department, trained municipal officials on the Department's Energy Standards Guidelines for Local and Regional Plans. The training focused on the goals of Act 174, the implications for Section 248 (Certificate of Public Good) proceedings, and the specific requirements of the determination standards for local and regional plans.

Twenty-five (25) representatives from 14 Central Vermont municipalities participated in the training. Of 12 evaluations returned, 11 rated the trainings as *good* or *excellent*. Municipal officials left the training with a better understanding of Act 174, the determination standards, and what will be necessary for municipalities to achieve *substantial deference* in Section 248 proceedings. Currently, local and regional plans receive *due consideration* in the Section 248 process.

*Substantial deference* means a plan's land conservation measures and specific policies shall be applied unless there is a clear and convincing demonstration that other factors affecting the public good outweigh the plan's application. *Due consideration* provides a lower threshold for considering a plan and its standards and recommendations, essentially the Section 248 process provides due care in considering a plan's conservation measures and policies, and it is not obligated to follow them.

In 2017, CVRPC will provide each member municipality with a compilation of maps and data. CVRPC will work directly with at least three municipalities to complete energy plans that meet the requirements.



## **MEMO**

Date: December 28, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Agreements for Approval

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**I am requesting Executive Committee approval for signature of the following agreements:**

### **GRANT AND SERVICE AGREEMENTS**

#### **VT Agency of Commerce and Community Development, FY17 Regional Performance Contract Amendment**

**Scope of Work:** This amendment for annual regional planning services deletes the E-911 multi-unit housing mapping task and inserts a State Historic District mapping task (no cost change) and adds parcel mapping support for municipalities (\$2,091 increase).

**Funding:**

Agreement Amount: Original agreement was \$269,459 (100% state funds for original agreement; amendment adds \$2,091 in federal funds); total amount is \$271,550.

Match Amount: None

**Performance Period:** 07/01/16 – 06/30/17

**CVRPC Staff:** All staff will complete work under this agreement. All staff bill to this contract. Primary staff are: Bonnie Waninger, Eric Vorwald, Marian Wolz, Dan Currier, and Ashley Andrews.

#### **VT Department of Public Service, FFY16 Emergency Management Performance Grant**

**Scope of Work:** CVRPC will assistance communities with preparedness activities, including:

- facilitating Local Emergency Operations Plans,
- coordinating Emergency Management Director/Coordinator trainings,
- preparing grant applications related to community resiliency activities and projects,

- assisting the Local Emergency Planning Committee with SARA Tier II hazardous materials report compilation,
- developing river corridor protection language to incorporate new state requirements, and
- hosting a National Flood Insurance Program training for municipal staff.

CVRPC will also assist the State of Vermont with disaster response and recovery activities, including:

- training a staff member to be a Certified Floodplain Manager (CFM) so that CVRPC can provide CFM services to municipalities,
- training CVRPC to act as Local Liaisons and to staff the State Emergency Operations Center when activated by the State to complete these roles, and
- participate in monthly DPS/RPC emergency management staff calls, and in periodic trainings and conferences.

**Funding:**

Agreement Amount: \$53,262 (100% federal funds)

Match Amount: \$53,252

Match Source: Cash in-kind match using ACCD FY17 and FY18 Regional Planning Funds.

**Performance Period:** 10/01/16 – 09/30/17

**CVRPC Staff:** Primary staff are: Laura Ranker, Dan Currier, Eric Vorwald, Bonnie Waninger, and Ashley Andrews.

**Northwest Regional Planning Commission, Act 174 Education and Technical Assistance**

**Scope of Work:** CVRPC will:

- host at least two trainings on the Local and Regional Energy Standards Guidelines for municipal officials,
- provide municipal-specific maps and data to all 23 municipalities, and
- provide custom assistance to at least three municipalities for development of a local comprehensive energy plan.

**Funding:**

Agreement Amount: \$22,000 (100% state funds)

Match Amount: None

**Performance Period:** 10/26/16 – 08/31/17

**CVRPC Staff:** Primary staff are: Eric Vorwald, Marian Wolz, and Dan Currier.

**AMENDMENT TO CONTRACT between  
Central Vermont Regional Planning Commission and  
Agency of Commerce and Community Development**

WHEREAS, the State of Vermont, Agency of Commerce and Community Development (the "Agency"), Department of Housing and Community Development ("DHCD," and collectively with ACCD referred to herein as "State"), and the Central Vermont Regional Planning Commission ("RPC" and collectively with the State referred to herein as "Parties") entered into a contract dated August 2, 2016; and

WHEREAS, the State and RPC desire to amend the contract to include additional funds and tasks related to parcel mapping program support and to replace the task of refining E-911 residential data with mapping of the state historic register districts; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the State and the RPC hereby agree to amend the contract as follows:

**Paragraph 2, Subject Matter:**

Add to the end of the paragraph "\$2,091.00 in federal funds will be provided by the Vermont Agency of Transportation, Per Memorandum of Understanding Regarding Statewide Parcel Mapping Program, dated July 18, 2016."

**Paragraph 3, Maximum Amount:**

Replace "Two Hundred Sixty Nine Thousand, Four Hundred and Fifty Nine Dollars (\$269,459.00)" with "Two Hundred Seventy One Thousand, Five Hundred and Fifty One (\$271,550.00)".

**Paragraph 5, Source of Funds:**

Delete in its entirety and replace with "\$269,459.00 state special funds and \$2,091.00 federal parcel mapping funds."

**Attachment A - Specifications of Work to be Performed, Paragraph 3C:**

Add to the end of the paragraph "In consideration of the additional funds for support of the Statewide Parcel Mapping Program, the RPC will complete reporting as reasonably required by the State of Vermont, Agency of Transportation."

**Attachment B - Payment Provisions:**

**Payment of Funds:**

Delete "The Funds shall be payable to the RPC under this contract in four equal advance payments, provided that the RPC has submitted invoices as specifically stated below along with required insurance documentation and deliverables, as follows:" and replace with "The Funds identified in 24 V.S.A. § 4306 and Sec. D.100 of Act 172 (2016 Session) (Appropriations), shall be payable in four equal advance payments, and the \$2,091.00 in funds allocated for completion of parcel mapping program support activities shall be payable in a single payment, separately invoiced at the end of the contract period, provided that the RPC has submitted invoices as specifically stated below along with required insurance documentation and deliverables, as follows:"

**Table of Invoice Amounts:**

Delete chart listing the exact amounts to be submitted in its entirety and replace with the following:

Vendor Name	Total Allocation	Quarterly Allocation	Quarterly Retainage	Quarterly Invoice Amount	Total Retainage	Total Invoice for Parcel Mapping
Addison County Regional Planning Commission	\$235,835.00	\$58,436.00	\$2,921.80	\$55,514.20	\$11,687.20	\$2,091.00
Bennington County Regional Commission	\$225,697.00	\$55,901.50	\$2,795.08	\$53,106.43	\$11,180.30	\$2,091.00
<b>Central Vermont Regional Planning Commission</b>	<b>\$271,550.00</b>	<b>\$67,364.75</b>	<b>\$3,368.24</b>	<b>\$63,996.51</b>	<b>\$13,472.95</b>	<b>\$2,091.00</b>
Chittenden County Regional Planning Commission	\$387,869.00	\$96,444.50	\$4,822.23	\$91,622.28	\$19,288.90	\$2,091.00
Lamoille County Regional Commission	\$208,533.00	\$51,610.50	\$2,580.53	\$49,029.98	\$10,322.10	\$2,091.00
Northwest Regional Planning Commission	\$256,610.00	\$63,629.75	\$3,181.49	\$60,448.26	\$12,725.95	\$2,091.00
Northeastern Vermont Development Association	\$340,482.00	\$84,597.75	\$4,229.89	\$80,367.86	\$16,919.55	\$2,091.00
Rutland Regional Planning Commission	\$272,242.00	\$67,537.75	\$3,376.89	\$64,160.86	\$13,507.55	\$2,091.00
Southern Windsor County Regional Planning Commission	\$199,660.00	\$49,392.25	\$2,469.61	\$46,922.64	\$9,878.45	\$2,091.00
Two Rivers-Ottawaquechee Regional Commission	\$282,827.00	\$70,184.00	\$3,509.20	\$66,674.80	\$14,036.80	\$2,091.00
Windham Regional Commission	\$266,114.00	\$66,005.75	\$3,300.29	\$62,705.46	\$13,201.15	\$2,091.00

**Attachment C - Standard State Provisions for Contract and Grants:**

Delete in its entirety and replace with the attached Attachment C: Standard State Provisions for Contract and Grants, Revised July 1, 2016.

**Appendix I - FY17 RPC/DHCD Work Plan:**

Delete in its entirety and replace with the attached Appendix I – FY17 RPC/DHCD Work Plan, Revised, December, 2016.

Except as set forth above, the terms and provisions of the Contract and any Attachments thereto are not modified and the parties agree that it shall continue in full force and effect and is hereby ratified and confirmed as modified by this First Amendment to Contract.

Please sign in blue ink only

**By the State of Vermont:**

Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Agency: Agency of Commerce & Community Development

**By the RPC:**

Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: Central Vermont Regional Planning Commission

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED JULY 1, 2016**

1. **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
2. **Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.  
  
Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
7. **Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim,

then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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

The Party shall indemnify the State and its officers and employees 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 or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury



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

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

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

9. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.
10. **False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 et seq. If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
11. **Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
12. **Federal Requirements Pertaining to Grants and Subrecipient Agreements:**
  - A. **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.

- B. Internal Controls:** In the case that this Agreement is a Grant 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).
- C. Mandatory Disclosures:** In the case that this Agreement is a Grant 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.

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

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

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

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

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

- B. Party certifies under the pains and penalties of perjury that, as of the date 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.

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

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

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

- 20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.
- 22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:  
<http://bgs.vermont.gov/purchasing/debarment>
- 23. 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.
- 24. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 25. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- 26. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
- 27. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
- 28. Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:
- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or

cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

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

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

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

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

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

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

(End of Standard Provisions)

## Appendix I

### FY17 RPC/DHCD WORK PLAN

Revised December 2016

\* = Collective actions that involve all RPCs

#### 1. REGIONAL PLANNING

- Utilize the Vermont Association of Planning and Development Agencies (VAPDA) developed implementation template when a regional plan is updated.
- Report on implementation in the individual annual report (see task in Core Functions below)
- Review Act 250 major applications and Section 248 applications with hearings (or potential applications) in relation to the regional plan.
- Report on the number of applications commented on, providing more detail about those involving substantive comment, reporting in the midterm and final reports.
- Prepare shapefiles on the state register historic districts within the region for statewide use.
- Support Statewide Property Parcel Mapping Program:
  - Host at least one Statewide Property Parcel Mapping Program informational meeting in region, in partnership with VCGI Parcel Program Manager
  - Invite one or more municipal representatives from each town within region to participate in informational meeting
  - Provide guidance and technical support in response to questions from municipalities regarding participation in program (outside of informational meeting)
  - Make sure state has the most up-to-date parcel data available for municipalities within region

<b>How much was done?</b> Yes/no/NA - Regional Plan update used implementation template Yes/no – Individual RPC annual report includes implementation progress # of major applications reviewed # and % considered consistent with the regional plan Yes/no – State Historic Register shapefiles produced and submitted to VCGI Number of parcel program informational meetings held Number of towns participating in informational meetings	<b>How well was it done?</b> Regional Plan implementation progress documented by 9/30/2017 % of Act 250 major applications and Section 248 that received review and comment State Historic Register shapefiles produced and submitted by 6/30/2017 % of towns that participated in one or more parcel program informational meetings
<b>Is anyone better off?</b> Yes/no – Regional plan implementation and progress is communicated annually. % and type of comments that were addressed during project application development or in permit condition	

<p>Yes/no – Historic district shapefiles available for statewide use.</p> <p>Number of towns to which support/answers re: parcel program were provided directly (outside informational meeting).</p>
<p><b>Narrative - List projects and explain RPC comments that were addressed.</b></p>

**Needs Improvement:**  
 Regional Plan adopted without implementation template included (if plan is updated).  
 Less than 80% of major applications reviewed, summary not completed or not completed as part of the final report.  
 Historic Register shapefiles not completed and submitted to VCGI by 6/30/17.  
 Regional parcel mapping training not hosted.

**2. MUNICIPAL PLANNING AND TECHNICAL ASSISTANCE**

- Review municipal plans as requested by municipalities.
- Conduct statutory consultations with municipalities with plans expiring within 12-24 months and document results (FY17 schedule attached). Contact municipalities with plans expiring in FY 18 and offer to assist with updating the plans to meet statutory requirements.
- Help municipalities obtain or renew state designations, including updating local plans to meet statutory requirements of the designation.
- Provide assistance to municipalities to complete steps necessary to meet the Emergency Relief and Assistance Fund (ERAF) requirements.
- Use VAPDA developed forms, checklists, and standard procedures in municipal consultations and town plan approvals.
- Complete the flood resilience checklist for all municipalities that are receiving 1) a municipal consultation in accordance with the attached consultation schedule; 2) RPC assistance for improving the state match eligibility in the ERAF requirements; 3) RPC assistance with a municipal plan update or flood resilience amendment. For municipalities that have already completed the checklist, the checklist is required only when providing a municipal consultation. Send the completed flood resilience checklist to DHCD for compilation and analysis.
- Help interested communities use the Maintain/Evolve/Transform (MET) process and develop an implementation program using the regional implementation template as a guide.

How much was done?	How well was it done?
# of municipal plan approval requests reviewed	% of municipal plan reviews completed within statutory schedule (based on # of approvals requested)
# of consultations completed	% of statutory consultations completed on time (based on attached schedule)
# of municipalities that receive municipal plan assistance	% of municipalities receiving assistance on ERAF requirements
# of municipalities receiving assistance on ERAF requirements	% of municipalities that received municipal plan assistance
# flood resilience checklists completed and submitted to DHCD	

# municipalities assisted with using the MET process	% of municipalities with flood resilience checklists completed and submitted to DHCD
# of municipalities that received technical assistance	% of municipalities that received technical assistance
<b>Is anyone better off?</b> # and % of municipal plan approvals requested acted upon by RPC # and % of municipalities with adopted plans # and % of municipalities incorporating consultation recommendations in plan updates # and % of municipalities eligible for reduced local match under the ERAF rule. Yes/no - Municipalities receive a comprehensive overview of flood resilience measures and state receives consistent data on local needs for assistance.	
<b>Narrative – Which towns received plan assistance and what was done? Any additional explanation.</b>	

**Needs Improvement:**

Less than 80% of FY17 municipal plan reviews were completed within the statutory time frame.  
 Less than 80% of FY17 consultations were completed at least 12 months prior to plan expiration.  
 Less than 80% of the region’s municipalities that received a consultation, ERAF assistance or municipal plan assistance also have submitted a flood resilience checklist.

**3. MUNICIPAL TRAINING AND EDUCATION**

- Provide training on 2 topic areas to promote statewide awareness [training topics TBD – for consideration: Essentials, Section 248, Capital Improvement Planning (with DHCD, VTrans + ANR), Making Bylaws Consistent with the Municipal Plan (with DHCD)]
- Report on municipal training needs (compiling feedback from towns received on consultation forms)
- Publicize, host and participate in training at the statewide or regional level as requested by ACCD. Likely training content: Planning Manual, Modules 1 and 2

<b>How much was done?</b> # type and location of trainings held # of participants at each training # and % of municipalities attending # of surveys collected	<b>How well was it done?</b> Trainings completed, surveys collected and summarized by 6/30/2017
<b>Is anyone better off?</b> % of municipalities attending meetings and training % of attendees rating the meeting and training useful	
<b>Narrative</b>	

**Needs Improvement –**

Less than two trainings completed and surveys not documented in final report.  
 Did not report to DHCD on training needs from consultation forms  
 Did not participate in Planning Manual training(s) with DHCD.



#### 4. REGIONAL AND STATE ISSUES

- Help DHCD identify municipalities ready for state designation programs and help organize outreach events.
- Partner on the Business, Agriculture, Historic and Cultural Damage Assessment On-line Information Collection – RPCs attend annual training and coordinate data collection with regional partners. \*
- Assist ANR and DHCD with outreach to the municipalities RPCs identified in FY 16 as needing infrastructure assistance.
- Assign a committee to advise and assist DHCD with an update to the Planning Manual scheduled for release 12/30/2016.\*

<b>How much was done?</b> Yes/no – Designation outreach event assistance provided when requested Yes/no - Attended Damage Assessment Training # and % of RPCs attending Damage Assessment Training * Yes/no – Infrastructure outreach assistance provided when requested	<b>How well was it done?</b> % of RPCs attending Damage Assessment Training*
<b>Is anyone better off?</b> % of RPCs completing damage assessment as needed Yes/no – Infrastructure in municipal and regional centers supports economic development planned for those areas Yes/no – Planning Manual for municipalities updated with RPC engagement and assistance	
<b>Narrative – In which municipalities was outreach conducted by topic, and what was done?</b> Any additional explanation.	

#### Needs Improvement:

Did not participate in damage assessment training or data collection if needed.  
 Did not participate in state designation program outreach when requested.  
 Did not participate in infrastructure assistance outreach when requested.

#### 5. CORE FUNCTIONS & IMPLEMENTATION ASSISTANCE

- Work on statutory duties as determined by regional priorities. Report results in individual contract reporting and individual annual reports (use common reporting elements for consistency, e.g.: regional planning implementation projects/activities, municipal technical assistance, community and economic development, state designations, brownfields, disaster and resilience, housing, public health, emergency preparedness, transportation, water quality, energy, etc.).
- RPCs to develop standard measures to report and track progress implementing the common reporting elements, e.g. ERAF to measure progress on ‘disaster and resilience,’ the number of communities eligible

for state designation in the region, new designations, and total number designated to measure progress on 'state designations.'

<b>How much was done?</b> # and type of municipal assistance provided (map) # and type of major regional planning and implementation efforts Yes/no – Standard measures to report and track progress provided*	<b>How well was it done?</b> Individual report of Regional Plan implementation actions included in the annual report developed by 9/30/2017 % of municipalities receiving RPC assistance Yes/no - Standard measures to report and track progress implementing core activities provided by 12/10/16*
<b>Is anyone better off?</b> Yes/no - Other measures as included in annual report	
<b>Narrative</b>	

**Needs Improvement:**

Individual report of Regional Plan implementation actions not completed by 9/30/2017  
 Less than 50% of municipalities receive assistance.  
 Standard measures not provided by 12/10/16.\*



VERMONT DEPARTMENT OF PUBLIC SAFETY

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

**FEDERAL PROGRAM TITLE**  
Emergency Management Performance Grant

**AGREEMENT WITH**  
Central Vermont Regional Planning Commission  
**Agreement # 02140-31024C-003**

**Award Amount - \$53,262.00**

*DPS Financial Office Use Only*

☐ SAM checked for DUNS Suspension and Debarment Exclusions  
<https://www.sam.gov/portal/public/SAM/> Date: \_\_\_\_\_ Initial: \_\_\_\_\_  
SAM Expiration Date: \_\_\_\_\_  
*Print Screen Must be Placed in Grant File*

☐ DPS Restricted Parties List Checked Date: \_\_\_\_\_ Initial: \_\_\_\_\_

☐ Risk Assessment Completed Date: \_\_\_\_\_ Initial: \_\_\_\_\_

☐ Subrecipient Vs. Contractor Determination Form Completed Date: \_\_\_\_\_ Initial: \_\_\_\_\_

☐ Single Audit Check & Delinquent SAR Completed Date: \_\_\_\_\_ Initial: \_\_\_\_\_  
VT\_Bulletin 5\_Eligibility Query

☐ BGS Office of Purchasing & Contracting Debarment List Checked  
Date: \_\_\_\_\_ Initial: \_\_\_\_\_ <http://bgs.vermont.gov/purchasing/debarment>

Entered In: ☐ VT Grant Tracking (VISION) Date: \_\_\_\_\_ Initial: \_\_\_\_\_

Entered In: ☐ FFATA (if \$25K or over) Date: \_\_\_\_\_ Initial: \_\_\_\_\_

Federal Fund Standard Format to Non-State Subrecipients Only

## VERMONT DEPARTMENT OF PUBLIC SAFETY

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
<sup>1</sup> Grant #: 02140-31024C-003				<sup>2</sup> Original <input checked="" type="checkbox"/> Amendment # _____			
<sup>3</sup> Grant Title: EMPG 16							
<sup>4</sup> Amount Previously Awarded: \$		<sup>5</sup> Amount Awarded This Action: \$ 53,262.00		<sup>6</sup> Total Award Amount: \$ 53,262.00			
<sup>7</sup> Award Start Date: 10/1/16		<sup>8</sup> Award End Date: 9/30/17		<sup>9</sup> Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
<sup>10</sup> Vendor #: 43329		<sup>11</sup> Grantee Name: Central Vermont Regional Planning Commission					
<sup>12</sup> Grantee Address: 29 Main Street, Suite 4							
<sup>13</sup> City: Montpelier				<sup>14</sup> State: VT		<sup>15</sup> Zip Code: 05602	
<sup>16</sup> State Granting Agency: Department of Public Safety						<sup>17</sup> Business Unit: 02140	
<sup>18</sup> Performance Measures: YES <input type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: <u>\$53,262.00</u> Description: 50% Match					
<sup>20</sup> If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
<sup>21</sup> Grantee DUNS #: 158842195				<sup>22</sup> Indirect Rate: _____% <small>(Approved rate or de minimis 10%)</small>		<sup>23</sup> FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
<sup>24</sup> Grantee Fiscal Year End Month (MM format): 06				<sup>25</sup> R&D: <input type="checkbox"/>			
<sup>26</sup> DUNS Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type		<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions		
General Fund		\$0.00	\$0.00	\$0.00			
Special Fund		\$0.00	\$0.00	\$0.00			
Global Commitment <small>(non-subrecipient funds)</small>		\$0.00	\$0.00	\$0.00			
Other State Funds		\$0.00	\$0.00	\$0.00			
FEDERAL FUNDS <small>(includes subrecipient Global Commitment funds)</small>					Required Federal Award Information		
<sup>31</sup> CFDA#	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Federal Award Date	<sup>38</sup> Total Federal Award
97.042	EMPG	\$0.00	53,262.00	53,262.00	EMB-2016-EP-00008-S01	10/1/15	3,029,190.00
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00

STATE OF VERMONT GRANT AGREEMENT			Part 1-Grant Award Detail			
Federal Awarding Agency:			Federal Award Project Descr:			
		\$0.00	\$0.00	\$0.00		\$0.00
Federal Awarding Agency:			Federal Award Project Descr:			
		\$0.00	\$0.00	\$0.00		\$0.00
Federal Awarding Agency:			Federal Award Project Descr:			
Total Awarded - All Funds		\$0.00	\$53,262.00	\$53,262.00		
SECTION IV - CONTACT INFORMATION						
<b>STATE GRANTING AGENCY</b>			<b>GRANTEE</b>			
NAME: Robert Densmore			NAME: Laura Ranker			
TITLE: Financial Administrator			TITLE: Planner			
PHONE: 802-241-5395			PHONE: 802-229-0389, 802-223-1977			
EMAIL: Robert.densmore@vermont.gov			EMAIL: Ranker@cvregion.com			

## Part 2- Grant Agreement

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

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

Subrecipient Federal Tax Identification Number: 03-0225677

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

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

**Agreement Term:** **State will not reimburse any expenses incurred prior to the execution date of this agreement unless an Advance Notice to Proceed has been issued (DPS Form GMU-203). The execution date is defined as the date the Department of Public Safety representative(s) signs this agreement. The only exception to this rule is for FEMA Public Assistance awards under the Stafford Act (see Attachment E for execution date details).**

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

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

**Attachments:** This Agreement consists of **20** pages including the following attachments that are incorporated herein:

**Please initial that you have read and understand each Attachment**

- \_\_\_\_\_ Grant Agreement-Part 1 – Grant Award Detail
- \_\_\_\_\_ Grant Agreement-Part 2
- \_\_\_\_\_ Attachment A - Scope of Work to be Performed
- \_\_\_\_\_ Attachment B - Payment Provisions
- \_\_\_\_\_ Attachment C - Customary State Agreement Provisions
- \_\_\_\_\_ Attachment D - Other Provisions
- \_\_\_\_\_ Attachment E - Funding Source Special Conditions

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

**STATE OF VERMONT**  
**Department of Public Safety**

**SUBRECIPIENT**  
**Authorized Representative**

**By:**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_  
Commissioner/Deputy Commissioner

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

**ATTACHMENT A  
SCOPE OF WORK TO BE PERFORMED**

**REGIONAL PLANNING COMMISSION**

**EMERGENCY MANAGEMENT PERFORMANCE GRANT – FEDERAL FISCAL YEAR 2016**

**SCOPE OF WORK FOR OCTOBER 1, 2016 – SEPTEMBER 30, 2017**

This document is intended to be the guidance to assist Regional Planning Commissions (RPCs) in drafting their EMPG 2016 funding applications and scopes of work. Detailed descriptions of the work elements identified below and staff hours required will be required in order for applications to be considered complete. **Incomplete applications or applications requiring additional information will be returned for clarification.**

Each RPC applying under EMPG 2016 will be required to perform the work elements outlined below; however, the Special Projects category is voluntary. In order to receive reimbursement of the tasks accomplished, RPCs must follow the **Reporting Requirements** outlined under each work element.

**Preparedness:**

**1. Local Planning**

RPCs will work with their local municipalities to update and submit Local Emergency Operations Plans (LEOPs). Plans submitted must be consistent with DEMHS guidelines:

The following LEOP information should be considered mandatory. LEOPs missing this information will not be considered complete by DEMHS.

- Name of town, to include any covered village(s)
- 3 unique contacts – each with at least one method of contact
- Date of LEOP adoption (must be current)
- Date of NIMS adoption
- Name of individual certifying plan (must meet the requirements of individual certifying the plan)
- Planning Task #7 – NIMS typed resources (if they have NIMS typed resources)

**All other information in the LEOP Base Plan is solely for the town's benefit and is not required for the LEOP to be considered complete.**

LEOPs are due after Town Meeting Day but before May 1<sup>st</sup> of each year. LEOPs submitted after May 1<sup>st</sup> will be eligible for reimbursement.

**Each RPC shall:**

- a. Provide assistance to municipalities in completing their LEOP Base Plan.
- b. Conduct municipal training, as appropriate, for new municipal officials in how to complete their LEOP.
- c. Verify LEOP signatories have received the appropriate ICS training.
- d. Once completed LEOPs are received:
  - a. Send completed LEOP materials to DEMHS
  - b. Enter LEOP information into provided template and return to DEMHS.

**Reporting Requirements:**

- a. Provide a summary and narrative in each quarterly report of the number of hours expended per municipality, number of completed LEOPs submitted, and major tasks accomplished.

**2. Local Emergency Management Directors/ Coordinators**

RPCs will work with their local municipalities to update and submit a list of Local Emergency Management Directors/ Coordinators (EMD/Cs). This list will contain the EMD/C's contact information in order for DEMHS to populate the EMD listserv as well as post to the DEMHS website as a centralized list of EMD/Cs across the state. However, **NO contact information will be listed on the DEMHS website; anyone wishing to contact their EMD/C via the DEMHS website will be instructed to contact their respective towns.**

**Each RPC shall:**

- a. Maintain a list of local EMDs for localities located within their RPC area.
- b. Ensure such list is accurate, to include contact information.

**Reporting Requirements:**

- a. Provide verification of EMD list accuracy (even if no change) in each quarterly report.

**3. Technical Assistance and Education**

RPCs will provide technical assistance and overall regional/ statewide coordination for emergency preparedness and response. This may include the following:

- Technical support and outreach to local communities, Citizens Corps programs, and other local/ regional emergency teams and planning committees.
- Assist in the scheduling of emergency management training for communities.

RPCs are encouraged to work with their RPC counterparts located in their Public Safety District (PSD) in order to ensure trainings will be cross-jurisdictional and reach a wider audience. Courses which are coordinated between multiple RPCs in a PSD can be claimed on each RPC's quarterly report.

**Each RPC shall:**

- a. Coordinate with the DEMHS Homeland Security Training Coordinator (HSTC) to schedule and conduct cross-functional emergency management related training to meet local needs which are NOT already scheduled by the HSTC (i.e. ICS, Local EMD, DisasterLAN, etc).
- b. Provide technical assistance for communities in emergency preparedness and response which may include, but is not limited to, the following. RPCs will need to outline which towns they wish to work with to provide this assistance.
  - i. Grant applications
  - ii. Local exercises and events
  - iii. Supplemental LEOP Annexes
  - iv. GIS mapping
  - v. NFIP compliance
  - vi. ERAF assistance.
- c. Provide regional and statewide coordination partnering with LEPCs, school crisis committees and other stakeholders. RPCs may coordinate and support the work of fire departments, law enforcement and other public safety organizations, attend DEHMS meetings (*other than monthly RPC meetings*), and support Tier II reporting compliance.

**Reporting Requirements:**

- a. Specifically identify any trainings requested to schedule and provide justification outlining to how the course will benefit jurisdictions within your RPC.
- b. Provide verification of the training being scheduled (i.e. course announcement), once completed.
- c. Provide a summary of hours expended and goals achieved through technical assistance to include the topic and communities/ partners involved.

**Response:****4. State-wide Emergency Response**

RPCs will ensure maintenance of a minimum of one (and up to three) individuals are identified in the 'RPC Staff Emergency Contact List' to act as Local Liaisons and/ or operate within the State Emergency Operations Center (SEOC). RPCs will provide any appropriate



updates (at a minimum, quarterly) to ensure contact information is up-to-date. Funding will be assessed based on the number of individuals identified.

In order to ensure an appropriate statewide level of response can be attained, RPCs will assist DEMHS in providing staff to the SEOC during activations (exercises or actual events). To this end, RPCs will need to ensure their staff is appropriately trained and attains experience in supporting the SEOC. DEMHS will work with identified RPC staff to determine appropriate primary and secondary SEOC roles.

**Each RPC shall:**

- a. Ensure each individual identified in the above list has an account setup (and kept accurate) in VTAAlert in order to receive notifications (such as activation of the SEOC, Local Liaisons)
- b. Participate (at least one individual per RPC) in monthly conference calls and quarterly in-person calls with DEMHS staff.
- c. Ensure each individual identified as a Local Liaison is trained to the minimum SEOC level in at least one role (other than Local Liaison) in the SEOC. These roles can be located in the Operations, Logistics, or Planning sections. RPCs will receive a minimum of 10 and a maximum of 40 hours total for identified staff to complete trainings as identified in the SEOC Training Matrix.
- d. Budget 12 hours for each individual identified as a Local Liaison to participate in one SEOC exercise per year. This time will include any pre- and post-exercise briefings. Participation over this amount will be completed as funding allows.

**Reporting Requirements:**

- a. Provide verification of POCs (even if no change) in each quarterly report.
- b. Verification of attendance will be based on sign in sheets (in person meetings) and roll call (conference calls) – No additional reporting will be required for this task.
- c. Identify RPC staff, which position(s) they wish to fulfill, and trainings (as outlined in the SEOC Training Matrix) they will need to take in order to accomplish this. Provide a number of hours (based on the number of training hours per course) and certificates of course completion.

## **Recovery, Mitigation, and Other Emergency Management Projects:**

### **5. Optional Special Projects**

RPCs will have the ability to propose additional work elements which are above the minimum requirements defined in this document. These work elements must be applied for and approved by DEMHS as part of the EMPG agreement. RPCs will be funded depending on available funding and agreed upon work requirements for each special project.

Applications for special projects will require a detailed project proposal describing the effort or project, reporting guidelines and deliverables, and a budget estimate.

Examples of special projects may include (but is not limited to):

- COAD, CERT, and/ or MRC organization and coordination
- GIS mapping of critical elements applicable to emergency management needs, to include critical infrastructure
- Participation in statewide public safety committees such as the SERC, Training and Exercise Planning Committee, etc.
- Addressing a preparedness issue unique to the region
- Completing special tasks such as mutual aid agreements, COOP and COG Planning, etc.
- Assisting with special projects such as emergency communications/dispatch, regionalization of public safety services, etc.

**Each RPC shall:**

- a. Outline a detailed and specific project proposal to include:
  - i. A final goal of each project;
  - ii. Tentative timeline and milestones;
  - iii. Anticipated personnel hours required;
  - iv. Narrative defining the benefit of each project to the emergency management preparedness of your region.

**Reporting requirements:**

- a. Provide a detailed report including the following:
  - a. Progress on each defined milestone;
  - b. If applicable, justification for deviation from the proposed timeline;
  - c. Number of staff hours expended;
  - d. Unexpected challenges encountered and how these were/ will be overcome.

## ATTACHMENT B PAYMENT PROVISIONS

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

### Budget Detail:

Salaries and Benefits	\$ 48,844.00
Contractual	\$
Supplies	\$ 2,400.00
Travel & Mileage	\$ 3,066.00
Equipment	\$
Other Costs	\$
Indirect Cost*	\$ 52,214.00
<b>Total Federal Share</b>	<b>\$ 53,262.00</b>
<b>Total Non-Federal Share (Match)</b>	<b>\$ 53,262.00</b>

\*Current Rate Approval Letter Must Be on File with DPS. When an indirect rate is included, it must be an approved Federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the Subrecipient, or a de minimis indirect cost rate of 10%. It is also important to note that indirect rates may be subject to statutory caps of the Federal program which supersede the requirements of the Uniform Guidance. A de minimis rate may only be used by those Subrecipients that have *never had an approved indirect rate* in the past. It may not be used by State and Local Governments (including school districts). Refer to Bulletin 5 for further guidance.

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

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

### PROGRAMMATIC REPORTING REQUIREMENTS:

Provide Progress Reports to Program manager quarterly.

**FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:**

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

- Reimbursement in arrears of expenditures with attached documentation. Subrecipient must submit the DPS Financial Report Form (DPS Form GMU-502F) with attached detailed documentation of incurred expenses paid to receive payment.
- Limited cash advance with prior approval. Subrecipient must submit the DPS Financial Report Form with detailed documentation of incurred expenses marked "Goods/Services received, not paid." DPS will process and make payment to Subrecipient. Next, the Subrecipient **MUST** make payment to the vendor and provide DPS proof of such (i.e. copy of cancelled check) within ten (10) days of receipt of the State of Vermont payment. Subrecipients may receive cash advance however they may be required to deposit funds in an interest bearing account and possibly return interest earned more than \$500 per year (see 2 CFR §200.305(b)(8)). Any interest earned must be reported to the Department of Health and Human Services, Payment Management System.

Requests for reimbursement, or payment, must be made using the DPS Financial Report Form (DPS Form GMU-502F). Examples of detailed supporting documentation may include payroll reports, timesheets, general ledger reports, paid vendor invoices, and cancelled checks.

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

Name:                Robert Densmore

Via postal mail: Vermont Department of Public Safety/Financial Office  
45 State Drive  
Waterbury, VT 05671-1300

Via fax:              802-241-5553

Via email:           Robert.densmore@vermont.gov

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

Upon final payment and verification that all reporting obligations have been met, a closeout letter will be issued to the Subrecipient.

# 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.

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

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

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

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

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

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

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

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

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

**9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

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 anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**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.

(End of Standard Provisions)



**ATTACHMENT D  
OTHER GRANT AGREEMENT PROVISIONS**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

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

**1. LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, Agreements, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and



(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) 2 CFR 180 and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors, contractors or subrecipients prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain documentation. This documentation shall be available for review per Attachment C, paragraph 10.

### **3. DRUG-FREE WORKPLACE**

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

#### **ALTERNATE I (GRANTEES OTHER THAN INDIVIDUALS)**

- (1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
  - (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or



(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

(2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: The Place of Performance is the address provided on the Standard Grant Agreement.

\_\_\_ Check if there are workplaces on file that are not identified here.

***ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)***

(1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

(2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**4. FOLLOWING SUBRECIPIENT PROCEDURES:**

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 230. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

Circular A-133 Audits of States, Local Governments and Non-Profit Organizations,  
2 CFR 215 (formerly A-110) Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,  
2 CFR 225 (formerly A-87) Cost Principles for State, Local and Indian Tribal Governments,  
2 CFR 230 (formerly A-122) Cost Principles for Non-Profit Organizations,  
or other applicable Circulars, CFRs and requirements in the various federal departments' grant management documentation nor does this imply that local policies and procedures supersede federal directives.

**ATTACHMENT E  
FUNDING SOURCE SPECIAL CONDITIONS**

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

**Article I- Whistleblower Protection Act**

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

**Article II - Use of DHS Seal, Logo and Flags**

All recipients must obtain permission from their financial assistance office, prior to using the OHS seal(s), logos, crests or reproductions of flags or likenesses of OHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article III - USA Patriot Act of 2001**

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. sections 175 175c

**Article IV - Universal Identifier and System of Award Management (SAM)**

All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

**Article V - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, 1\QR\$ndix XII. The full text of which is incorporated here by reference in the terms and conditions of your award.

**Article VI - Rehabilitation Act of 1973**

recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or , activity receiving Federal financial assistance.

**Article VII - Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. section 7104). The award term is located at 2 CFR section 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

**Article VIII - Terrorist Financing**

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

**Article IX - SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article XI - Procurement of Recovered Materials**

All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article XII - Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. 401.14.

**Article XIII - Notice of Funding Opportunity Requirements**

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

**Article XIV - Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

**Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipient must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article XVII - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. A1 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. A1 2225.

**Article XVIII - Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C.

A1 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. A1 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**. Article XIX - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of **PII** they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

**Article XXI - Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, A1 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

**Article XXII - Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article XXIII - Acknowledgment of Federal Funding from OHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds

**Article XXIV - Federal Leadership on Reducing Text Messaging while Driving**

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

**Article XXV - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

**Article XXVI - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. At 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. At 3801-3812 which details the administrative remedies for false claims and statements made.

**Article XXVII • Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

**Article XXIX - Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes; regulations, or the terms and conditions of the Federal award.

**Article XXXIII -Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units. The public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features (See 24 C.F.R. section 100.201).

**Article XXXIV • Civil Rights Act of 1964 • Title VI**

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

**Article XXXV • OHS Specific Acknowledgements and Assurances**

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and! Sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by Jaw or detailed in program guidance.
5. If, during the past three years, the Recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

#### **Article XXXVI - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances **A1**, Non-Construction Programs, or OMB Standard Form 4240 Assurances **A1**, Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

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

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances - Non-Construction Programs or OMB Standard Form 4240 Assurances - Construction Programs as applicable.

.Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office, may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their "program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

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

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

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

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

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

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

**CFR 44** – Emergency Management and Assistance



**NORTHWEST REGIONAL PLANNING COMMISSION  
STANDARD SUB-GRANT AGREEMENT  
With  
Central Vermont Regional Planning Commission**

1. Parties: This is an Agreement for services between the Northwest Regional Planning Commission a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 75 Fairfield Street, St. Albans, VT and Central Vermont Regional Planning Commission with its principal place of business at 29 Main Street, Suite 4, Montpelier, VT (hereinafter called "SUBRECIPIENT"). 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 Subgrant Agreement is to provide coordinated education and technical assistance regarding Act 174. The SUBRECIPIENT's Scope of Work and Budget is in Attachment A.
3. Maximum Amount: In consideration of the services to be performed by SUBRECIPIENT, the NRPC agrees to pay SUBRECIPIENT, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$22,200.
4. Agreement Term: The period of SUBRECIPIENT's performance shall begin on October 26, 2016 and end on August 31, 2017.
5. Source of Funds: Vermont Department of Public Service.
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the NRPC and SUBRECIPIENT.
7. Cancellation: This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.
8. Contact persons for this award:

NRPC: Catherine Dimitruk                      P: (802) 524-5958      E: CDimitruk@nrpcvt.com

SUBRECIPIENT: Bonnie Waninger      P: (802) 229-0389      E: Waninger@cvregion.com



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

Attachment A –SUBRECIPIENT Scope of Work and Budget

Attachment B - Payment Provisions

Attachment C - Customary State Grant Provisions

Attachment D – Other Grant Provisions

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

NORTHWEST  
REGIONAL PLANNING COMMISSION

SUBRECIPIENT

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Catherine Dimitruk

Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

### SCOPE OF WORK AND BUDGET

#### Project Description

NRPC will oversee and assist its 10 sister Regional Planning Commissions (RPCs) with whom it subcontracts (Northeastern Vermont Development Association, Chittenden County Regional Planning Commission, Addison County Regional Planning Commission, Central Vermont Regional Planning Commission, Lamoille County Planning Commission, Two Rivers-Ottawaquechee Regional Commission, Southern Windsor County Regional Planning Commission, Rutland Regional Planning Commission, Windham Regional Commission, and Bennington County Regional Commission) in providing training pursuant to Section 10 and technical assistance pursuant to Section 10a of Act 174 of 2016. The work will make use of data, analysis, and mapping currently under development by the RPCs under Contract #28403 and Contract # 30934, as well as supplemental work undertaken by each RPC pursuant to Act 174. The RPCs will work cooperatively with each other and with the State during the project, including in the development of training materials, delivery of trainings, and deployment of technical assistance. NRPC will additionally be responsible for overall fulfillment of contractual responsibilities, including invoicing and reporting.

The work to be completed by the RPCs and overseen by NRPC covers two key areas: (1) in collaboration with the State and the Vermont League of Cities and Towns: development and presentation of training sessions for municipal planning commissions to assist them in the development of municipal plans that are eligible to receive a determination of energy compliance under Sec. 6 of Act 174, 24 V.S.A. § 4352, with at least one such session to be held in the area of each regional planning commission after notice of the session to member municipalities; (2) providing technical assistance to municipalities in the implementation of Act 174, with consideration given to the need and size of a municipality and the availability, if any, of other assistance, expertise, or funds to implement Act 174.

#### Deliverables

##### **Task 1: Development of Training Materials**

NRPC will work with the State, the Vermont League of Cities and Towns (VLCT), and its sister RPCs through the Vermont Agency of Planning and Development Agencies to develop training materials to assist municipalities in the development of municipal plans eligible to receive a determination of energy compliance pursuant to Act 174. This includes ensuring completion of the following tasks:

- a. Designating an expert team from one or more RPCs to develop the presentation and training materials.
- b. Ensuring the ability of the State, VLCT, and other RPCs to participate in the development and review of the materials.
- c. Organizing and holding a “train the trainer” event that all RPCs will attend prior to delivering their own region-specific trainings.

##### **Task 2a: First Round of Trainings**

NRPC will ensure delivery by all 11 RPCs of an initial training session in each region to assist municipalities in the development of municipal plans that are eligible to receive a determination of energy compliance pursuant to Act 174. This training session will be held within 30 days of the common training materials being made available, and no later than December 31, 2016. At least one member of the expert team is expected to participate in each training, potentially to deliver core training elements, and to ensure consistency of training across the state. RPCs are expected to consider the geographic diversity and interest when selecting locations for trainings, and should seek to include representatives from as many municipalities in the region as possible, regardless of training location.

##### **Task 2b: Second Round of Trainings**

NRPC will ensure delivery by all 11 RPCs of a second training session in each region to assist municipalities in the development of municipal plans that are eligible to receive a determination of energy compliance pursuant to Act

174. This training session will be held no later than February 28, 2017. At least one member of the expert team is expected to participate in each training, potentially to deliver core training elements, and to ensure consistency of training across the state. RPCs are expected to consider the geographic diversity and interest when selecting locations for trainings, and should seek to include representatives from as many municipalities in the region as possible, regardless of training location.

#### Task 3a: General Technical Assistance

NRPC will coordinate delivery of broad technical assistance to municipalities in the implementation of Act 174. At a minimum, RPCs will break out the analyses conducted and maps created under State contracts #28409 and 30934 for the benefit of their municipalities, and for the municipalities to use as a starting point for their energy planning work pursuant to Act 174. RPCs will provide these analyses and maps to all municipalities within their borders, regardless of whether that municipality will be the recipient of custom technical assistance under #2 below, no later than April 30, 2017.

#### Task 3b: Custom Technical Assistance

NRPC will ensure the delivery of custom technical assistance to further the goals of Act 174 within each region as follows:

1. RPCs will provide custom technical assistance to a minimum of three municipalities per region, with the goal of accommodating a diverse selection of municipalities and with consideration given to the need, size, and any other assistance, expertise, or funds available to that municipality. RPCs with a larger region, greater need, and/or more capacity to provide detailed technical assistance may propose to provide assistance to additional municipalities. NRPC will allocate funds for additional technical assistance based on the factors outlined above. Custom technical assistance will consist of at least the following and will be completed no later than July 31, 2017:
  - a. Detailed training to the municipality (above and beyond the materials prepared for regional trainings under Tasks 2a and 2b) on the standards and process for determinations of energy compliance pursuant to Act 174.
  - b. In cooperation with the selected municipality, assistance in drafting plan amendments or new plan sections that meet the standards of the optional determination of energy compliance in 24 V.S.A. § 4352.
  - c. Customized analyses and maps for the municipality (beyond the analyses and maps provided to each municipality in the region under #1 above), taking into account local data and local knowledge of preferred areas for energy development as well as local land use policies acting as potential constraints on development. The analyses and maps will meet the requirements for the enhanced energy element under 24 V.S.A. § 4348a(a)(3) as well as any additional requirements for analysis and mapping contained in the determination standards issued by the State pursuant to Act 174, Secs. 6 and 9.
  - d. Recommendations on potential pathways to meet energy goals and targets, drawn from RPC work under State contracts #28409 and 30934, the determination standards for energy compliance and recommendations issued by the State pursuant to Act 174, and any ancillary guidance materials that are made available by the State.
  - e. Assistance to municipalities through the determination of energy compliance process as needed (within the contractual timeline), whether the municipality is pursuing determination directly with the State or will request RPC review and assessment.

#### Task 4: Summary of Best Practices

NRPC will advance the ability of all municipalities to successfully engage with Act 174 by working with its sister regions to review and distill the most thorough, responsive, and replicable elements from the draft plan amendments, new plan sections, analyses, maps, and pathways developed in conjunction with municipalities receiving custom technical assistance into a compendium of best practices. The compendium, or summary, should provide a useful resource for municipalities that did not receive custom technical assistance, so that they might borrow language and other elements to use as a starting point in their own enhanced energy planning efforts.

		Task 1	Task 2a	Task 2b	Task 3a	Task 3b	Task 4	Total
Central			2,000	2,000	8,900	6,300	3,000	\$22,200
Deadline		11/30/2016	12/31/2016	2/28/2017	4/30/2017	7/31/2017	8/31/2017	
Expected Payment		1/15/2017	2/1/2017	4/21/2017	6/30/2017	8/31/2017	9/30/2017	

## ATTACHMENT B PAYMENT PROVISIONS

The NRPC agrees to compensate the SUBRECIPIENT for services performed up to the maximum amounts stated below provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this agreement. The SUBRECIPIENT's budget is listed in Attachment A.

A. General. The NRPC agrees to pay the SUBRECIPIENT and the SUBRECIPIENT agrees to accept, as compensation for the performance of all services, expenses and materials encompassed under this Agreement, as described in Attachment A, a maximum reimbursement not to exceed \$22,200. All costs necessary to carry out the activities described in Attachment A, are to be compensated on a lump sum basis in accordance with the provisions of this Agreement.

B. Payment Procedures. The NRPC shall pay, or cause to be paid, to the SUBRECIPIENT progress payments for invoices which will be submitted **upon completion of the deliverable and in accordance with the scheduled shown in Attachment A.** Requests for payment shall be made directly to the NRPC and shall be accompanied by progress reports which will include any deliverables.

The SUBRECIPIENT must submit invoices listed by Task as detailed in **Attachment A.** NRPC does not require that time and effort documentation (timesheets) for personnel costs or documentation of direct costs be included with invoices for this agreement; however, that documentation must be retained by the SUBRECIPIENT and provided upon request. The SUBRECIPIENT certifies the accuracy of costs when signing each invoice.

The NRPC shall pay for all services, expenses and materials accomplished or used during the period of this Agreement and only that effort will be included on invoices under this Agreement.

All payments by the NRPC under this Agreement will be made in reliance upon the accuracy of all prior representations by the SUBRECIPIENT including but not limited to bills, invoices, progress reports and other proofs of work.

**Pass-Through Requirements:**

**Attachment C** - Customary State Grant Provisions

**Attachment D** - Other Grant Provisions

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
(REVISED JULY 1, 2016)**

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

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

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

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

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

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

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

all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

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

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

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

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

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

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

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of

coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

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

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

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

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

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

**12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:**

**A. 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.

**B. Internal Controls:** In the case that this Agreement is a Grant 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).

**C. Mandatory Disclosures:** In the case that this Agreement is a Grant 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.

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

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

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

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

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

**B.** Party certifies under the pains and penalties of perjury that, as of the date 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.

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

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

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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

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

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

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

**23. 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.

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

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

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

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

**28. Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

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

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

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

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

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

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

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

**ATTACHMENT D**  
**Other Provisions**

1.     **Work Product Ownership.** Upon full payment by the State, all products of the Contractor's work, including but not limited to outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the joint property of the State of Vermont and the Contractor. The Contractor will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. The RPC shall not use any copyright protected material in the performance of the work under this contract that would require the payment of any fee for present or future use of the same by the State. To the extent the RPC uses copyrighted materials in performance of work under this Contract, the RPC shall document and provide the State with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material.
2.     **Prior Approval/Review of Releases.** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Contractor under this contract shall be approved by the State prior to release.
3.     **Public Records:** Notwithstanding any provision contained herein, the records remaining solely in the possession of any client entity of the Contractor that is not a Regional Planning Commission (RPC) shall not be subject to public inspection under the provisions of 1 V.S.A., chapter 5, subchapter 3. The only records of a client entity that is not an RPC that will be subject to public inspection are those documents actually in the Contractor's possession and not exempt from public inspection pursuant to Vermont's Access to Public Records Law or any other provision of law.
4.     **Confidential Information.** During the course of the work contemplated in this contract, the Contractor 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.

During the course of the work contemplated in this Contract, the Contractor may be asked by the Department of Public Service to use information which has been denominated as allegedly confidential information and protected from disclosure under a protective agreement entered into by the Department. Any and all personnel of the Contractor, including sub-contractors, who are to use such information shall sign the appropriate schedule to the protective agreement and shall protect the information from disclosure to persons who have not agreed to be bound by that agreement. The Contractor shall ensure that its personnel and sub-contractors comply with the protective agreement and shall return all copies of the allegedly confidential information within twenty-one (21) days of completion of its use or promptly upon request of the Department.

- 5. Default/Recapture of Funds/Termination of Contract:** Failure by the Contractor to fulfill in a timely and proper manner its obligations under, or comply with, any of the terms or conditions of this contract shall constitute a Default. The State shall notify the Contractor of the Default, may establish a period not to exceed thirty (30) calendar days to correct such Default, and may cease payment of any portion of Contract funds, until the Default is cured. If the Contractor does not cure the Default at the completion of the correction period, then State: (1) may require Contractor to immediately reimburse to State any portions of Funds that were not expended or were expended in a manner inconsistent with, or for purposes other than those specifically described in, the terms and conditions of this contract; or, in the alternative, may forever retain any portion of Funds, equal to the amount of reimbursement that would have otherwise been required by operation of the preceding clause; and/or (2) may immediately terminate this contract by giving written notice to the Contractor, specifying the effective date thereof.



## **MEMO**

Date: December 28, 2016

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Commissioner Handbook

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**I am requesting an initial review of CVRPC's Commissioner Handbook focused on depth of content.**

The Commissioner's Handbook is designed to orient and train new Commissioners and act as a reference guide for existing Commissioners. It provides information about the organization and its operations and the roles and responsibilities of Commissioners.

This initial version of the Handbook is not a complete draft. It demonstrates the depth of content that could be provided, and an overall format for presenting the information. I would appreciate input in key areas:

- ❖ Does the content still seem appropriate now that it has been expanded?
- ❖ Is the document length appropriate? As a new Commissioner, would you read this document?
  - Should information in the appendices be transferred to the Commission's website instead of being included in the Handbook?
  - Should additional content be included in the Handbook, such as:
    - the organization's mission?
    - a list or description of current programs and projects?
    - the current fiscal year's work program and budget?
    - an organizational chart?
    - brief biographies of Commissioners or staff?
    - the Commission's most recent audit?
    - the most recent Commission newsletter?
    - the Regional Plan?
- ❖ Is the general tone and voice appropriate? Should it be more or less formal?

When reviewing the content, it would be helpful to avoid concentrating on formatting errors, specific wording, and other details. As the document evolves, errors will be corrected, and the Committee will have opportunities to engage in discussions about wording and details.



## ***BOARD OF COMMISSIONERS***

***January 10, 2017 at 7:00 pm***

***Central VT Chamber of Commerce***

***Paine Turnpike South, Berlin***

(Coming off the interstate at exit 7, turn left at the first light.

At the next crossroads, the Chamber is on your left. It is the light yellow building.)

### **AGENDA**

<u>Page</u>	<u>Time</u>	<u>Description</u>
	<b>7:00</b>	<b>Adjustments to the Agenda</b>
		<b>Public Comments</b>
	<b>7:05</b>	<b>Meeting Minutes – December 13, 2016</b> (enclosed)*
	<b>7:10</b>	<b>Staff Reports</b> (enclosed) and any updates
	<b>7:15</b>	<b>Executive Director's Report</b> (enclosed) and any updates
	<b>7:20</b>	<b>Legislative Report</b> , Bonnie Waninger
	<b>7:25</b>	<b>Central VT Economic Development Corporation Report</b> , <i>Jamie Stewart, Executive Director</i>
	<b>7:30</b>	<b>CVRPC Projects and Activities</b>
		- Local Hazard Mitigation Plans, <i>Laura Ranker</i>
		- Engaging Stakeholders, <i>Gail Aloisio</i>
		- Field Services, <i>Ashley Andrews</i>
	<b>8:30</b>	<b>Adjournment</b>

\* denotes anticipated action item