



EXECUTIVE COMMITTEE

January 2, 2018

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

Page	AGENDA
	4:00¹ Adjustments to the Agenda
	Public Comment
	4:05 Financial Report (to be provided at meeting)
2	4:10 Contract/Agreement Authorization (enclosed) ²
10	a) Chittenden Co. Regional Planning Commission – State Hazard Mitigation Plan Amendment
11	b) VT Department of Public Safety – HMGP Mega Amendment
14	c) VT Department of Public Safety _ HMGP Mega Admin Amendment
17	d) VT Department of Public Safety – EMPG FY17
39	e) Northwest Regional Planning Commission – Act 174 Municipal Assistance Year 2
53	f) VT Department of Forests, Parks, and Recreation – Forest Integrity
67	g) VT Department of Environmental Conservation - Northfield Water St Stormwater Structure
85	4:25 Accounting Services (enclosed) ²
	Recommendation to amend the accounting services contract while a hiring process for a Finance Manager is completed.
89	4:50 Policies & Procedures (enclosed) ²
90	a) Records Retention Policy – Update based on staff request
92	b) Personnel Policy Manual – Update job descriptions and wage ranges for new positions
97	5:00 Strategic Plan FY18 Action Progress Review (enclosed)
	Quarterly review of progress toward FY18 actions.
100	5:10 FY18 Budget Adjustment (enclosed) ²
	Adoption of budget adjustment to revise anticipated revenues and expenses.
110	5:25 Public Hearings (enclosed) ²
	Recommendation to modify the Commission's practice of holding public hearings for municipal Plan approvals and the Regional Plan as part of Commission meetings.
111	5:50 Consent Items (enclosed) ²
	a) Meeting Minutes – December 4, 2017
114	5:55 Commission Meeting Agenda (enclosed) ²
	6:00 Adjourn

¹ All times are approximate unless otherwise advertised



MEMO

Date: December 26, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Contract/Agreement Approvals

GRANT AND SERVICE AGREEMENTS

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

Chittenden County Regional Planning Commission – DEC HMGP

✕ **ACTION REQUESTED:** Authorize the Executive Director to sign the sub-grant amendment.

Scope of Work: Participate in the State's update of the State Hazard Mitigation Plan by developing hazard mitigation project tables for Plainfield and Waterbury, and piloting the municipal river corridor revision process and implementing it with Waterbury. CCRPC is the contract lead for RPCs.

Funding:

Grant Amount: \$15,750 (federal)

Match Amount: \$5,250

Match Source: Clean Water grant (state)

Performance Period: 04/14/16 – 03/31/18

Staff: Pam DeAndrea (primary), Dan Currier, Planning Technicians

Notes: This is a no-cost contract amendment to extend the performance period.

VT Department of Public Safety – HMGP Mega

✕ **ACTION REQUESTED:** Authorize the Executive Director to sign the agreement amendment.

Scope of Work: Develop FEMA-approved Local Hazard Mitigation Plans for Barre City, Barre Town, Cabot Town & Village, Fayston, Middlesex, Northfield Town & Village, Orange, Roxbury, and Worcester.

Funding:

Grant Amount: \$148,500 (federal)

Match Amount: No match required from CVRPC. Indirect costs are *ineligible*.

Match Source: N/A

Performance Period: 09/25/15 – three years from date of final DR4022 obligation (currently 10/23/20)

Staff: Laura Ranker (primary), Ashley Andrews, other staff as required

Notes: This is a no-cost amendment to extend the performance period. CVRPC staff anticipate 6-months to completion of work (June 2018).

VT Department of Public Safety – HMGP Mega Admin

✕ **ACTION REQUESTED:** Authorize the Executive Director to sign the agreement amendment.

Scope of Work: Provide management costs for the HMGP Mega project.

Funding:

Grant Amount: \$2,960 (federal)

Match Amount: No match required from CVRPC. Indirect costs are *eligible*.

Match Source: N/A

Performance Period: 09/25/15 – three years from date of final DR4022 obligation (currently 10/23/20)

Staff: Finance staff. Contracted accountant does not bill time directly to the agreement.

Notes: This is a no-cost amendment to extend the performance period.

VT Department of Public Safety – Emergency Management Performance Grant FFY2017

✕ **ACTION REQUESTED:** Authorize the Executive Director to sign the agreement .

Scope of Work: Annual agreement for emergency management service to assist municipalities and the State of Vermont. Scope of work includes assistance:

- preparing Local Emergency Operations Plans,
- coordinating, hosting, and participating in trainings,
- assisting with grant applications and hazard mitigation project development,
- activities related to flood resilience, National Flood Insurance Program compliance, and Local Hazard Mitigation Plan development,
- coordinating with and support of partners, private businesses, hospitals, schools, and emergency service providers,
- supporting statewide emergency response, and
- participating in monthly meetings with Vermont Emergency Management.

Funding:

Grant Amount: \$49,175 (federal)

Match Amount: \$49,175

Match Source: Cash in-kind match using ACCD FY17- FY19 Regional Planning funds.

Performance Period: 10/01/17 – 09/30/18

Staff: Laura Ranker (primary), Pam DeAndrea, Bonnie Waninger

Northwest Regional Planning Commission – Act 174 Municipal Assistance Year 2

✕ **ACTION REQUESTED:** Authorize the Executive Director to sign the contract.

Scope of Work:

- Assist East Montpelier, Barre Town, and Waterbury Town and Village with adoption of local energy plans developed in 2017;
- Assist at least three municipalities to develop and adopt local energy plans as well as to complete the determination of energy compliance process; and
- Provide best practices information for and review a guidance document that describes how regional and municipal plans can be used effectively in the Section 248 process.

Funding:

Grant Amount: \$17,740 (state)

Match Amount: None required

Match Source: None required

Performance Period: 10/26/17 – 08/31/18

Staff: Eric Vorwald

Notes: This is a product-based contract with the majority of payments in FY2019. CVRPC has agreed to assist Marshfield, Calais, and Barre City. CVRPC may apply for additional funding to assist a fourth municipality.

Department of Forests, Parks & Recreation – Forest Integrity Project Aid

✕ **ACTION REQUESTED:** Authorize the Executive Director to sign the agreement after the allowable Indirect Rate is amended.

Scope of Work: Provide municipalities and regional planning commissioners with professional guidance, expert advice, and current forest integrity mapping and modeling resources.

- Participate in project steering committee
- Assist with development of forest conservation planning materials and mapping tools
- Test materials and tools developed through work with municipalities and RPCs
- Conduct trainings to transfer knowledge and skills
- Participate in project sharing with neighboring states and in deliverable evaluation and material/tool adaptation.

Funding:

Grant Amount: \$30,000 (federal)

Match Amount: \$30,000

Match Source: High Meadows Winooski Headwaters Resilience

Performance Period: 12/20/2017 - 08/31/2020 (pre-award costs were authorized beginning 09/11/17)

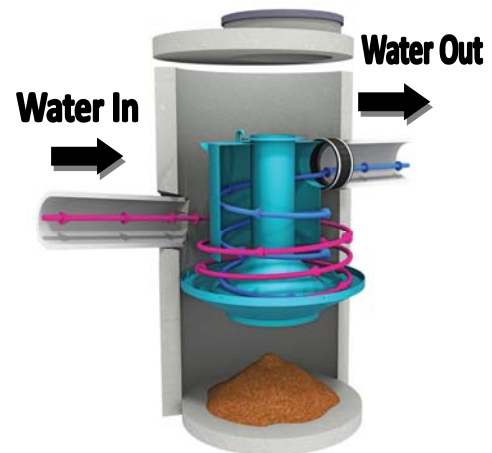
Staff: Clare Rock (primary), Pam DeAndrea, Eric Vorwald

Notes: Requested agreement amendment to modify the allowable indirect rate (Section II, Item 22) to reflect CVRPC's approved rate, currently 99.84% of salaries and benefits.

Department of Environmental Conservation – Northfield Water Street Stormwater Structure

✕ **ACTION REQUESTED:** Authorize the Executive Director to sign the agreement.

Scope of Work: Complete final site design and construct a bioretention/infiltration system to capture runoff from 48 acres of residential development. The project includes installation of a Downstream Defender[®], an innovative vortex separator that removes particles, hydrocarbons, and floatable debris.



Funding:

Grant Amount: \$30,000 (federal)

Match Amount: \$30,000

Match Source: High Meadows Winooski

Headwaters Resilience

Performance Period: 12/20/2017 - 08/31/2020 (pre-award costs authorized 09/11/17)

Staff: Clare Rock (primary), Pam DeAndrea, Eric Vorwald

Notes: Requested agreement amendment to modify the allowable indirect rate (Section II, Item 22) to reflect CVRPC's approved rate, currently 99.84% of salaries and benefits.

CONTRACTS

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

Nicole Sancibrian, CPA – Accounting Services Amendment

✕ **ACTION REQUESTED:** Authorize the Executive Director to sign the contract amendment.

Scope of Work: Accounting services including full charge bookkeeping, audit preparation, and financial system transition.

Funding:

Contract Amount: \$65 per hour ; (4-month actual cost is \$17,810; full value estimated at ~\$50,000)

Funding Source: Administrative (incorporated into Indirect Costs)

Performance Period: 08/01/17 - 07/31/18

CVRPC Staff: Bonnie Waninger

Notes: Amend the existing contract to:

- extend the performance period and
- modify the scope of services to authorize additional optional services as follows:
 - a) Advise CVRPC on adapting and strengthening internal controls
 - b) Assist CVRPC in hiring financial staff.
 - c) Train CVRPC financial staff to operate the financial system successfully
 - d) Insure the financial system is operating as intended if run by CVRPC staff

CVRPC would initiate a hiring process to fill the Finance Manager position. Previously, this position was difficult to fill. The contract amendment would extend the service period to insure services can be provided without interruption while new staff are being trained.

FOR INFORMATION ONLY

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

The Johnson Company – Montpelier Union Elementary School (MUES) ABCA/Clean-up Plan Amendment

Scope of Work: Qualified Environmental Professional services for to develop an Evaluation of Corrective Action Alternatives (ECAA) and a Clean Up Plan for the MUES property at 1 School Street, Montpelier.

Funding:

Contract Amount: \$37,312 (Increased from \$23,153 for scope change of site redesign in light of contamination)

Funding Source: EPA Brownfields agreement

Performance Period: 10/18/17 – ~02/28/18

CVRPC Staff: Bonnie Waninger

The Johnson Company – Montpelier Granite Works Brownfield Assessment Amendment

Scope of Work: Qualified Environmental Professional services for a Phase 2 Environmental Site Assessment at the Montpelier Granite Works property, 43-65 Granite Shed Lane, Montpelier.

Funding:

Contract Amount: \$40,270 (Increased from \$37,840 for scope change to add hazardous materials assessment excluding building materials)

Funding Source: EPA Brownfields agreement

Performance Period: 08/02/17 – ~02/28/17

CVRPC Staff: Clare Rock

Friends of the Winooski River - Winooski Headwaters Resilience

Scope of Work: Act as project co-lead to improve resilience in the headwaters of the Winooski River by evaluating and demonstrating the impact of upland forests management.

Funding:

Contract Amount: \$7,000.00

Funding Source: High Meadows Winooski Headwater Resilience

Performance Period: 09/15/17 - 04/15/19

CVRPC Staff: Clare Rock (primary), Pam DeAndrea, Eric Vorwald

Note: FWR will provide \$2,400 in match for this project. Actual amount paid may be higher due to stipend add-ons High Meadows provides for statewide gathering participation.

Vermont Woodlands Association - Winooski Headwaters Resilience

Scope of Work: Act as project co-lead to improve resilience in the headwaters of the Winooski River by evaluating and demonstrating the impact of upland forests management.

Funding:

Contract Amount: \$5,525.00

Funding Source: High Meadows Winooski Headwater Resilience

Performance Period: 09/15/17 - 04/15/19

CVRPC Staff: Clare Rock (primary), Pam DeAndrea, Eric Vorwald

Note: VWA will provide \$5,460 in match for this project. Actual amount paid may be higher due to stipend add-ons High Meadows provides for statewide gathering participation.

Multiple Towns - Better Roads

Scope of Work: These contracts are combined due to similar scopes of work. CVRPC will contract with each town separately.

<i>Town</i>	<i>Funding</i>	<i>Activity</i>
Calais	\$6,263	Road erosion inventory and capital plan
East Montpelier	\$8,000	Road erosion inventory, capital plan, and road surface management inventory update
Fayston	\$5,736	Road erosion inventory and capital plan
Northfield	\$8,000	Road erosion inventory and capital plan
Orange	\$8,000	Road erosion inventory, capital plan, and road surface management Inventory update
Williamstown	\$6,221	Road erosion inventory and capital plan
Woodbury	\$4,984	Road erosion inventory and capital plan
Worcester	\$3,128	Road erosion inventory and capital plan

Funding:

Contract Amount: See above.

Funding Source: Vermont Better Roads Program (state)

CVRPC Staff: Dan Currier (primary), Ashley Andrews, Pam DeAndrea, Planning Technicians

Performance Period: All contracts have a performance period of 07/01/17 – 12/31/19.

Note: CVRPC assisted multiple towns to apply for VTrans Better Roads grants. The grants assist the towns to comply with the Municipal Roads General Permit. The above towns received grant awards and elected to contract with CVRPC to complete the work.

**CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION
STANDARD SUB-GRANT AGREEMENT
With CENTRAL VERMONT REGIONAL PLANNING COMMISSION
AGREEMENT #CVRPC_HMGP_FY16**

Amendment 1

1. **Parties:** This is an Agreement for services between the Chittenden County Regional Planning Commission, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 110 West Canal Street, Suite 202, Winooski, Vermont 05404-2109, (hereinafter called “CCRPC”) and Central Vermont Regional Planning Commission with its principal place of business at 29 Main St., Suite 4, Montpelier, VT 05602 (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. **Reason for Amendment:** CCRPC has received an extension to the Agency of Natural Resources grant term from the previous end date of November 30, 2017 to March 31, 2018.
3. **Changes:** The original end date of the SUBRECIPIENT’s HMGP FY16 grant was November 30, 2017. This amendment extends the end date of the HMGP FY16 grant to March 31, 2018.
4. **Amendment:** All other terms and conditions of the original agreement remain in full force and effect. No other changes, modifications, or amendments in the terms and conditions of this Agreement for Consulting Services shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the CCRPC and the SUBRECIPIENT.

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

CHITTENDEN COUNTY
REGIONAL PLANNING COMMISSION

SUBRECIPIENT

Signature: _____

Signature: _____

Name: Charles Baker

Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____



Department of Public Safety
45 State Drive
Waterbury, Vermont 05671-1300

AGREEMENT AMENDMENT

STATE OF VERMONT GRANT AGREEMENT		Part 1-Grant Award Detail	
SECTION I - GENERAL GRANT INFORMATION			
¹ Grant #: 02140-34000MC-106C		² Original _____ Amendment # <u>2</u>	
³ Grant Title: Hazard Mitigation Grant Program			
⁴ Amount Previously Awarded: \$ 2,960		⁵ Amount Awarded This Action: \$ 0.00	
⁶ Total Award Amount: \$ 2,960			
⁷ Award Start Date: 9/25/15		⁸ Award End Date: Three years from date of final DR4022 obligation	
⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Vendor #: 43329		¹¹ Grantee Name: Central Vermont Regional Planning Commission	
¹² Grantee Address: 29 Main Street #4			
¹³ City: Montpelier		¹⁴ State: VT	
		¹⁵ Zip Code: 05602	
¹⁶ State Granting Agency: Department of Public Safety			¹⁷ Business Unit: 02140
¹⁸ Performance Measures: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		¹⁹ Match/In-Kind: \$0 Description: _____	
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input checked="" type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			
SECTION II - SUBRECIPIENT AWARD INFORMATION			
²¹ Grantee DUNS #: 158842195		²² Indirect Rate: _____%	
²⁴ Grantee Fiscal Year End Month (MM format): Jun-06		(Approved rate or de minimis 10%)	
		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
		²⁵ R&D: <input type="checkbox"/>	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):			

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
97.039	Hazard Mitigation Grant Program	\$2,960.00	\$0.00	\$2,960.00	FEMA-DR-4022-VT	9/1/2011	\$29,535,226
³⁹ Federal Awarding Agency:		⁴⁰ 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:					
		\$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:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$2,960.00	\$0.00	\$2,960.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY

NAME: Melissa Austin

TITLE: Financial Administrator

PHONE: (802) 241-5396

EMAIL: melissa.austin@vermont.gov

GRANTEE

NAME: Bonnie Waninger

TITLE: Executive Director

PHONE: (802) 229-0389

EMAIL: waninger@cvregion.com

Justification: Extend period of performance to reflect DR-4022's rolling period of performance.

Except as specified above, all other terms and conditions remain unchanged for the period of the Subgrant Agreement. The effective date of this amendment is defined as the date the Department of Public Safety representative(s) signs this amendment.

STATE OF VERMONT**Department of Public Safety****SUBRECIPIENT****Authorized Representative****By:****By:**_____
Signature_____
Signature_____
Printed Name_____
Printed Name

Commissioner/Deputy Commissioner

Title: _____

Date: _____

Date: _____

Cc: Program Workcenter



Department of Public Safety
45 State Drive
Waterbury, Vermont 05671-1300

AGREEMENT AMENDMENT

STATE OF VERMONT GRANT AGREEMENT		Part 1-Grant Award Detail	
SECTION I - GENERAL GRANT INFORMATION			
¹ Grant #: 02140-34000-106C		² Original _____ Amendment # <u>1</u>	
³ Grant Title: Hazard Mitigation Grant Program			
⁴ Amount Previously Awarded: \$ 148,500		⁵ Amount Awarded This Action: \$ 0.00	
⁶ Total Award Amount: \$ 148,500			
⁷ Award Start Date: 9/25/15		⁸ Award End Date: Three years from date of final DR4022 obligation	
⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Vendor #: 43329		¹¹ Grantee Name: Central Vermont Regional Planning Commission	
¹² Grantee Address: 29 Main Street #4			
¹³ City: Montpelier		¹⁴ State: VT	
		¹⁵ Zip Code: 05602	
¹⁶ State Granting Agency: Department of Public Safety			¹⁷ Business Unit: 02140
¹⁸ Performance Measures: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		¹⁹ Match/In-Kind: <u>\$49,500</u> Description: <u>25.0% This match will be funded through Vermont Emergency Management General Funds. In-Kind to be provided by Grantee if available.</u>	
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input checked="" type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			
SECTION II - SUBRECIPIENT AWARD INFORMATION			
²¹ Grantee DUNS #: 158842195		²² Indirect Rate: _____% (Approved rate or de minimis 10%)	
²⁴ Grantee Fiscal Year End Month (MM format): Jun-06		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> ²⁵ R&D: <input type="checkbox"/>	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):			

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
97.039	Hazard Mitigation Grant Program	\$148,500.00	\$0.00	\$148,500.00	FEMA-DR-4022-VT	9/1/2011	\$29,535,226
³⁹ Federal Awarding Agency:			⁴⁰ 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:				
		\$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:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
Total Awarded - All Funds		\$148,500.00	\$0.00	\$148,500.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY

NAME: Melissa Austin

TITLE: Financial Administrator

PHONE: (802) 241-5396

EMAIL: melissa.austin@vermont.gov

GRANTEE

NAME: Bonnie Waninger

TITLE: Executive Director

PHONE: (802) 229-0389

EMAIL: waninger@cvregion.com

Justification: Extend period of performance to reflect DR-4022's rolling period of performance.

Except as specified above, all other terms and conditions remain unchanged for the period of the Subgrant Agreement. The effective date of this amendment is defined as the date the Department of Public Safety representative(s) signs this amendment.

STATE OF VERMONT**Department of Public Safety****SUBRECIPIENT****Authorized Representative****By:****By:**_____
Signature_____
Signature_____
Printed Name_____
Printed Name

Commissioner/Deputy Commissioner

Title: _____

Date: _____

Date: _____

Cc: Program Workcenter



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 2017

AGREEMENT WITH
Central Vermont Regional Planning Commission
Agreement # 02140 31025C-003
Award Amount - \$49,175.00

DPS Financial Office Use Only

- ☒ SAM checked for DUNS Suspension and Debarment Exclusions
<https://www.sam.gov/portal/public/SAM/> Date: 11/15/17 Initial: RD
SAM Expiration Date: 05/19/18
☒ Print Screen Placed in Grant File

☒ DPS Restricted Parties List Checked Date: 1/21/17 Initial: RD

☒ Risk Assessment Completed Date: 11/15/17 Initial: RD

- ☒ Subrecipient Vs. Contractor Determination Form Completed Date: 11/15/17 Initial: RD
☒ Single Audit Check & Delinquent SAR Completed Date: 11/21/17 Initial: RD
VT Bulletin 5_Eligibility Query

☒ BGS Office of Purchasing & Contracting Debarment List Checked
Date: 11/15/17 Initial: RD <http://www.bgs.vermont.gov/purchasing-contracting/debarment>

☒ Certificate of Insurance Date: 11/15/17 Initial: RD

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

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

VERMONT DEPARTMENT OF PUBLIC SAFETY

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 02140-31025C-003		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: EMPG 17			
⁴ Amount Previously Awarded: \$		⁵ Amount Awarded This Action: \$ 49,175.00	
⁶ Total Award Amount: \$ 49,175.00			
⁷ Award Start Date: 10/1/17		⁸ Award End Date: 9/30/18	
⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Vendor #: 43398		¹¹ Grantee Name: Central Vermont Regional Planning Commission	
¹² Grantee Address: 29 Main Street, Suite 4			
¹³ City: Montpelier		¹⁴ State: VT	
¹⁵ Zip Code: 05602			
¹⁶ State Granting Agency: Department of Public Safety			¹⁷ Business Unit: 02140
¹⁸ Performance Measures: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		¹⁹ Match/In-Kind: \$49,175.00 Description: 50% match	
²⁰ 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

²¹ Grantee DUNS #: 158842195		²² Indirect Rate: _____% (Approved rate or de minimis 10%)		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 06				²⁵ R&D: <input type="checkbox"/>	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
97.042	EMPG 17	\$0.00	\$49,175.00	\$49,175.00	EMB-2017-EP-00001	10/1/17	3,023,223.00
³⁹ Federal Awarding Agency:		⁴⁰ 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:					
		\$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:				
Total Awarded - All Funds		\$0.00	\$49,175.00	\$49,175.00			
SECTION IV - CONTACT INFORMATION							
<u>STATE GRANTING AGENCY</u>			<u>GRANTEE</u>				
NAME: Robert Densmore			NAME: Laura Ranker				
TITLE: Financial Administrator			TITLE: Planner				
PHONE: 802-241-5395			PHONE: 802-229-0389				
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 **22** 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

By:

Signature

Printed Name: _____
Commissioner/Deputy Commissioner

Date: _____

SUBRECIPIENT
Authorized Representative

By:

Signature

Printed Name: _____

Title: _____

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 2017

SCOPE OF WORK FOR OCTOBER 1, 2017 – SEPTEMBER 30, 2018

This document is intended to be the guidance to assist Regional Planning Commissions (RPCs) in drafting their EMPG 2017 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 2017 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.

Mitigation and 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 VEM guidelines:

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

- 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 1st of each year. LEOPs submitted after May 1st will be eligible for reimbursement.

Each RPC shall:

- a. Provide assistance to municipalities in completing their LEOP Base Plan, partnering with VEM Regional Coordinators, as appropriate.
- b. Participate in Local Emergency Operation Plan reboot initiative, driven by VEM Engagement Section.
- c. Conduct municipal training, as appropriate, for new municipal officials in how to complete their LEOP.
- d. Verify LEOP signatories have received the appropriate ICS training.
- e. Once completed LEOPs are received:
 - a. Send completed LEOP materials to VEM
 - b. Enter LEOP information into provided template and return to VEM.

Reporting Requirements:

- a. Provide a summary and narrative in each monthly report of the number of hours expended, number of completed LEOPs submitted, and major tasks accomplished.
- b. Provide any feedback regarding municipalities which required additional assistance in order to capture any potential problem areas.

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 VEM to populate the EMD listserv as well as post to the VEM website as a centralized list of EMD/Cs across the state. However, NO contact information will be listed on the VEM website; anyone wishing to contact their EMD/C via the VEM 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 monthly programmatic 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, CERT, Citizens Corps programs, and other local/ regional emergency teams and planning committees.
- Assist in needs assessments and scheduling of emergency management training and exercises for communities.

RPCs are encouraged to work with their RPC counterparts in order to ensure trainings and/or exercises (as able) will be cross-jurisdictional and reach a wider audience. Courses which are coordinated between multiple RPCs can be claimed on each RPC's monthly report.

Each RPC shall:

- a. Coordinate with the VEM Regional Coordinator to schedule, develop, and conduct cross-functional emergency management related trainings and/or exercises to meet local needs. Trainings need to be different from those already regularly scheduled by VEM (i.e. ICS, Local EMD, DisasterLAN, etc).
- b. Provide technical assistance for communities in emergency preparedness and response which includes the following. RPCs will need to outline which towns they wish to work with to provide this assistance.
 - i. Grant applications
 - ii. Local ERAF assistance, to include, but not limited to:
 - NFIP compliance
 - Local Hazard Mitigation Plan development assistance
 - Supplemental Local EOP Annexes
- c. Provide regional emergency management coordination and support; partnering with VEM Regional Coordinators and LEPCs, private entities, hospitals, higher education, fire departments, law enforcement, and other stakeholders to meet RPC and state emergency management initiatives. This coordination and support may include: Attendance at VEM meetings (*other than monthly RPC meetings*), Tier II reporting compliance, attendance at State Emergency Response Commission meetings, participation in State Training and Exercise Planning Workshops, Annual Emergency Preparedness Conference, etc.

- d. Direct requests and invitations. While understanding that many requests for assistance (from VEM and/ or local contacts) will come throughout the year and cannot be 100% accurately represented in the application up front, RPCs are asked to build their budget and staff time as best as possible based on known or anticipated assistance which will be required in the coming grant cycle.

Reporting Requirements:

- a. Specifically identify any trainings and/or exercises requested to schedule and provide justification outlining to how it will benefit jurisdictions within your RPC.
- b. For trainings, 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 VEM 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 obtains experience in supporting the SEOC. VEM 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 VEM 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, in accordance with the SEOC Training Matrix and VEM assignments. Roles can be located in the Operations, Logistics, or Planning sections and will be determined based on SEOC need. 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 20 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.
- e. Participate in after action meetings and improvement planning process for any SEOC activations. This may include meetings and/or conference calls relating to Local

Liaison activations or exercises/ incidents which required RPC personnel within the SEOC. Budget 8 hours plus applicable travel time per individual in attendance.

Reporting Requirements:

- a. Provide verification of POCs (even if no change) in each monthly 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.
- d. Provide the number of hours and staff participation in AAR/ IPs.

Any Emergency Management Phase:

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 VEM as part of the EMPG agreement. RPCs will be funded depending on available funding and agreed upon work requirements for each special project. Funded special projects will require VEM coordination to ensure statewide applicability.

Applications for special projects will require a detailed project proposal describing the effort or project, reporting guidelines and deliverables, and a budget estimate. RPCs also may decide to pursue special project(s) in coordination with other RPCs. Should this be the case, please refer to the other RPC(s) in application materials.

For the EMPG 2017 subgrant, VEM is focusing on the following special project areas:

- o Regionalization of public safety services through mutual aid agreement development, emergency communications, etc;
- o GIS mapping of critical elements applicable to emergency management needs, to include critical infrastructure;
- o EM planning and preparedness activities relating to special needs populations;
- o Private sector preparedness and EM partnership building activities.

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.

RPC Application Template and Guidance

Based on the above requirements for each Scope of Work element, RPCs are be asked to formulate their applications in such a way to outline the following per element:

- Description of tasks required to complete the Scope element
- Outline of approach to accomplish each task
- Staff members required to complete task(s)
- Staff hours and cost

The below chart details an example template. The exact format of this example template is not required, however, each detail shown (at a minimum) will need to be outlined, if applicable.

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	\$ 48,893.00
Contractual	\$
Supplies	\$ 0.00
Travel & Mileage	\$ 642.00
Equipment *	\$
Other Costs	\$ 0.00
Indirect Cost **	\$ 48,815.00
 Total Federal Share	 \$ 49,175.00
Total Non-Federal Share (Match)	\$ 49,175.00

Subrecipient agrees that grant funds awarded will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds Subrecipients must be able to document local funds were not supplanted with funds from this award **(for example: personnel expenses must be supported with actual budget allocations which include this funding source).**

* Federal equipment threshold is \$5,000.00¹. Please reference Federal equipment compliance requirements.² Subrecipients must follow their own procurement policy unless the Federal and State requirements are more restrictive.

** Current Rate Approval Letter (under 2 CFR 200.331(a)(4) must be on file with DPS. 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. Refer to Bulletin 5 for further guidance.

During the performance of this Agreement, any movement of funds between cost categories that affects scope of work Must be communicated with the DPS Financial Office contact shown on page 3.

PROGRAMMATIC REPORTING REQUIREMENTS:

- Under 2 CFR 200.328 (d) *Significant Developments*: Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the subrecipient **must** inform DPS *as soon as* the following types of conditions become known:
 1. Problems, delays, or adverse conditions which will *materially impair* the ability to meet the objective of the award. This disclosure **must** include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 2. Favorable developments which enable meeting time schedules and objectives *sooner or at less cost* than anticipated or producing *more or different beneficial results* than originally planned.
- Under 2 CFR 200.201: The subrecipient **must** certify in writing to DPS at the end of the award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Federal award must be adjusted.
- Changes in principal personnel or scope of effort **must** receive the prior written approval of DPS.

¹ 2 CFR § 200.313 (d)(1)

² 2 CFR § 200.313 (d)(2)

The subrecipient must submit programmatic reports using either the DPS Subgrant Progress Report Form or another format that includes all information required on the DPS form. The reporting periods are October 1 – December 31 (due January 30), January 1 – March 31 (due April 30), April 1 – June 30 (due July 30), and July 1 – September 30 (due October 30).

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), and must be supported by detailed supporting documentation. 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 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.

CLOSEOUT:

When a performance period is nearing its end, the subrecipient should ensure all work is complete and file their reports by the deadline noted in Attachment B of the subrecipient agreement. If they have determined a need for an extension, it must be requested with sufficient time to allow for DPS to review and approve prior to the end of the current award term. If the performance period and date for the final report ends and the subrecipient does not contact DPS for an extension, the Financial Office will close out the award. Upon final payment and verification that all reporting obligations have been met, a closeout letter will be issued to the Subrecipient.

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/debarm> ent
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)

ATTACHMENT D OTHER GRANT AGREEMENT PROVISIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; PROCUREMENT; ORGANIZATIONAL AND FINANCIAL REQUIREMENT; FOLLOWING SUBRECIPIENT PROCEDURES: DISCLOSURE OF INFORMATION AND CONFLICT OF INTEREST;

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. Applicable CFR's 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. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors 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 this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

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.

The Subrecipient will or will continue to provide a drug-free workplace by:³

1. Maintaining a Zero Tolerance Drug Policy;
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions

³ 2 CFR § 182

that will be taken against employees for violations of such prohibition;

3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;

4. Establishing an ongoing drug-free awareness program to inform employees about:

(a) The dangers of drug abuse in the workplace;

(b) The Subrecipient's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(e) Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. PROCUREMENT:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.

2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.⁴

3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms be used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.

a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting,

budgeting, reporting, auditing and other review controls.

b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.

2. Subrecipients must have an adequate system of internal controls which:

a. Presents, classifies and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except that records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three year period, whichever is later.

b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and conditions. These internal controls should be in compliance with the 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. Provides information for planning, control and evaluation of direct and indirect costs;

d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:

a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:

i. having new or substantially changed systems

ii. having new compliance personnel

iii. loss of license or accreditation to operate program

iv. organizational restructuring.

6. 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 200.302. 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: (a) 2 CFR 200 § 302 Financial Management

7. DISCLOSURE OF INFORMATION:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. CONFLICT OF INTEREST

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

⁵ 2 CFR § 200.201

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 and 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. AI 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. Ai 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 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.

Final Guidance, 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit 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.

Final Guidance must be followed, 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

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

1. **Parties.** This is a contract for services between the Northwest Regional Planning Commission (hereinafter called “NRPC” or “Contractor”), with a principal place of business in St. Albans, Vermont, and Central Vermont Regional Planning Commission (hereinafter called “subcontractor” or “RPC”). It is subcontractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of technical assistance to municipalities in the implementation of Act 174. Detailed services to be provided by subcontractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by subcontractor, NRPC agrees to pay subcontractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$17,740.

4. **Contract Term.** The period of subcontractor’s performance shall begin on October 26, 2017 and end on August 31, 2018.

5. **Prior Approvals.** This contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of NRPC and the subcontractor.

7. **Termination for Convenience.** This contract may be terminated by NRPC at any time by giving written notice at least thirty (30) days in advance. In such event, subcontractor shall be paid under the terms of this contract for all services provided to and accepted by NRPC prior to the effective date of termination.

8. **Attachments.** This contract consists of 14 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – Pass through from NRPC contract with the State of Vermont “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 07/01/2016)

Attachment D - Pass through from NRPC contract with the State of Vermont: Other Provisions

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

(1) Standard Contract

(2) Attachment D

(3) Attachment C (Standard Contract Provisions for Contracts and Grants)

(4) Attachment A

(5) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By Northwest Regional Planning Commission:

By the Subcontractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Catherine Dimitruk

Name: _____

Title: Executive Director

Title: _____

ATTACHMENT A – STATEMENT OF WORKProject Description

NRPC shall be responsible for overall fulfillment of contractual responsibilities, including invoicing and reporting. Subcontractor will provide technical assistance pursuant to Section E.233 of Act 85 of 2017. 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 continue the work conducted under Contract #32701. With direction from NRPC, the Subcontractor will work cooperatively with other RPCs and with the State during the project, including in the development of guidance materials and deployment of technical assistance.

The work to be completed by the subcontractor covers three key areas: (1) technical assistance with adoption of local plans that were developed under round one of this work; (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; and (3) the development of a guidance document that describes how regional and municipal plans can be used effectively in the Section 248 process.

Contract Oversight

Any changes to time, scope, and/or resources shall be discussed and approved by NRPC in advance and the impacts to the work to be performed will be determined and reduced to writing by NRPC and the Subcontractor in the form of a contract amendment.

Tasks and Deliverables

Task 1 - Adoption Assistance, 4 municipalities \$2,040.

Deliverable: Documentation that municipal plans have been sent by the planning commission to the selectboard for adoption.

RPCs will provide assistance with public review, plan adoption, and determination of energy compliance as needed with the municipalities assisted during the first round of technical assistance.

Task 2a. - Plan Development, 3 municipalities in the region, \$13,200

Deliverable: Draft plan amendments/sections and custom analyses/maps/pathways for each municipality receiving customized technical assistance, and determination review materials for each of those municipalities.

Subcontractor will provide custom technical assistance for municipalities. Custom technical assistance will consist of working with the municipality to draft plan amendments or new plan sections that meet the requirements for the enhanced energy element under 24 V.S.A. § 4348a(a)(3) as well as the determination standards issued by the State pursuant to Act 174, Secs. 6 and 9. This includes:

- a. Detailed training to the municipality to ensure full understanding of the standards and process for determinations of energy compliance pursuant to Act 174.
- b. Customize and refine the general analyses and maps for the municipality taking into account local data and local knowledge. Identify and map preferred areas for energy development and constraints on development consistent with local land use policies. The analyses and maps will meet the requirements for the enhanced energy element under 24 V.S.A. § 4348a(a)(3) as well as the determination standards issued by the State pursuant to Act 174, Secs. 6 and 9.

- c. Recommendations on potential pathways including goals, policies and actions to meet energy goals and targets.
- d. Draft plan amendment or new plan section. Review existing plan including land use, transportation, utilities and services and natural resources elements, to ensure consistency within the plan and with the determination standards. Recommend amendments as needed.
- e. In cooperation with the municipality, coordinate public meetings and other public input to ensure citizen input.
- f. Assistance as needed to municipalities with plan adoption and determination of energy compliance as needed, whether the municipality is pursuing determination directly with the State or will request RPC review and assessment.

Task 2b. – Plan Summary, Best Practices Review, \$2,000

Deliverable: Information as described below necessary to update the best practices guidance completed in year 1, in a format determined by NRPC.

Subcontractor will provide a summary of best practices and lessons learned from the municipal plans/elements completed under this contract. Subcontractor will provide NRPC with the most thorough, responsive, and replicable elements from the draft plan amendments, new plan sections, analyses, maps, and pathways resulting from the further technical assistance provided under this contract.

Task 3 – Summary of Best Practices Update - \$500

Deliverable: Input and comment on the best practices update.

Subcontractor will review and comment on the draft updates to the best practices document. Subcontractor will provide input and comment on the new draft section that discusses how regional and municipal plans can be used in Section 248 proceedings. This section of the best practices document will provide a summary of the following issues:

- a. Section 248 parties and process;
- b. Overview of orderly development criterion (b(1)):
 - i. A discussion of precedent,
 - ii. The difference between due consideration and substantial deference,
 - iii. Recommendations regarding language that may lead to more effective participation in Section 248 proceedings.

Performance Measures

Upon receipt of each Deliverable submission, NRPC, in order to fully assess the effectiveness of this contract, may require additional information, consistent with this scope of work, from the subcontractor.

Failure by subcontractor 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. NRPC shall notify subcontractor 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 subcontract funds, until the Default is cured. If subcontractor does not cure the Default at the completion of the correction period, then State: (1) may require subcontractor 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.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The subcontractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, subcontractor shall submit to NRPC: a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract.
2. Subcontractor shall submit invoices, progress reports and deliverables. Contractor shall retain all records itemizing work performed during the contract period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation sufficient to substantiate the amount invoiced for payment by NRPC.
3. Subcontractor shall submit invoices to NRPC in accordance with the schedule set forth in this Attachment B.
4. Invoices, accompanied by deliverables and progress reports shall be submitted to NRPC at the following address:

Amy Adams

aadams@nrpcvt.com
5. Subcontractor shall be paid as follows, provided the subcontractor has satisfactorily submitted required deliverables. Tasks 1 and 2a each have two deadline to allow for payments when deliverables are complete according to the payment conditions. In no case will payment exceed the maximum amount shown on page 1.

#	Task	Payment Amount	Invoice, Progress Report and Deliverable Deadline	Payment Condition(s)
1	2a	pro-rated*	April 1, 2018	Upon submission of draft plan amendments/sections and custom analyses/maps/pathways for each municipality receiving customized technical assistance, and determination review materials for each of those municipalities. The payment will be pro-rated based upon the number of draft plans submitted and the number of municipalities the RPC has committed to providing technical assistance to.
2	1	pro-rated*	May 15, 2018	Upon submission of proof that municipal plans have been sent by the planning commission to the selectboard for adoption. The payment will be pro-rated based upon the number of plans submitted out of the draft plans eligible.

3	2a	pro-rated*	July 15, 2018	Upon submission of draft plan amendments/sections and custom analyses/maps/pathways for each municipality receiving customized technical assistance, and determination review materials for each of those municipalities. The payment will be pro-rated based upon the number of draft plans submitted and the number of municipalities the RPC has committed to providing technical assistance to.
4	3	\$500	August 15, 2018	Upon submission of comments and input on the guidance document describing how regional and municipal plans can be used in the Section 248 process.
5	2b	\$2,000	August 15, 2018	Upon submission of information necessary to update the best practices guidance completed in year 1, in a format determined by NRPC.
6	1	pro-rated*	August 15, 2018	Upon submission of proof that municipal plans have been sent by the planning commission to the selectboard for adoption. The payment will be pro-rated based upon the number of plans submitted out of the draft plans eligible.

* The total of payments shall not exceed the amount per task shown in the Statement of Work.

**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 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 Contractor. 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 RPCs 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 RPCs use copyrighted materials in performance of work under this Contract, the RPCs 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 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 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.** Contractor agrees to keep confidential all information produced or acquired by Contractor in connection with this Contract. Contractor will take reasonable measures as are necessary to restrict access to this information to employees or agents who must have the information on a "need to know" basis. Contractor shall promptly notify the State of any third-party request for this information so that the State may act to protect its confidentiality.

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 06130-FRAGLSR-01		² Original <input checked="" type="checkbox"/> Amendment # <input type="checkbox"/>	
³ Grant Title: Forest Integrity Project Aid			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$30,000.00	
		⁶ Total Award Amount: \$30,000.00	
⁷ Award Start Date: 12/20/2017		⁸ Award End Date: 08/31/2020	
⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
¹⁰ Vendor #: 43329		¹¹ Grantee Name: Central Vermont Regional Planning Commission	
¹² Grantee Address: 29 Main Street, #4			
¹³ City: Montpelier		¹⁴ State: VT	
		¹⁵ Zip Code: 05602	
¹⁶ State Granting Agency: Forests, Parks and Recreation		¹⁷ Business Unit: 06130	
¹⁸ Performance Measures: YES <input type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$30,000.00 Description: 50/50 match	
²⁰ 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

²¹ Grantee DUNS #: 158842195		²² Indirect Rate: 10.00 % (Approved rate or de minimis 10%)		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): 12				²⁵ R&D: <input type="checkbox"/>	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS					Required Federal Award Information		
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions			
General Fund			\$0.00				
Special Fund			\$0.00				
Global Commitment (non-subrecipient funds)			\$0.00				
Other State Funds			\$0.00				
FEDERAL FUNDS (includes subrecipient Global Commitment funds)							
³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
10.664	Cooperative Forestry Assistance: Forest Integrity		\$30,000.00	\$30,000.00	17-DG-11420004-243	07/17/2017	\$218,000.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$30,000.00	\$30,000.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY	GRANTEE
NAME: Danielle Fitzko	NAME: Bonnie Waniger
TITLE: Urban Forestry Program Manager	TITLE: Executive Director
PHONE: (802) 598-9992	PHONE: (802) 229-0389
EMAIL: danielle.fitzko@vermont.gov	EMAIL: waniger@cvregion.com



Vermont Department of Forests, Parks & Recreation

Agency of Natural Resources

GRANT AGREEMENT PART 2

1. Parties: This is a Grant Agreement between the State of Vermont Department of Forests, Parks and Recreation, (hereinafter called "State") and Central Vermont Regional Planning Commission (CVRPC) with principal place of business at 29 Main Street, #4, Montpelier, VT 05602 (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 Grant Agreement is to aid the state's Forest Integrity project by providing access to professional guidance, expert advice, and the most recent forest integrity mapping and modeling resources that are essential for effective planning for development and conservation of forests. Detailed services to be provided by the Subrecipient are described in Attachment A.
3. Award Details: Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1 – Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
5. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
6. Attachments: This Grant consists of the following attachments that are incorporated herein:

Grant Agreement Part 1 – Grant Award Detail

Grant Agreement Part 2 – Grant Agreement

Attachment A – Scope of Work to be Performed

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts and Grants

7. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Document shall be resolved according to the following order of precedence:
 - 1) Grant Agreement Part 1 and Part 2
 - 2) Attachment C
 - 3) Attachment A
 - 4) Attachment B

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

By the State of Vermont:

Date: _____

Signature: _____

Michael C. Snyder, Commissioner

Department of Forests, Parks and Recreation

By the Subrecipient:

Date: _____

Signature: _____

Name: Bonnie Waninger

Title: Executive Director

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

1. Description: The Subrecipient shall assist the State with the Forest Integrity Project by providing municipalities and regional planning commissions with professional guidance, expert advice, and current forest integrity mapping and modeling resources. Project work will focus on providing resources, expertise, and outreach to transfer knowledge and skills statewide and regionally. The goal of this project is to work collaboratively to maintain forest integrity, plan for development and conserve forests by improving technical resources, providing targeted forest assessments, and providing tools to integrate forest integrity considerations into the land use planning process.
2. Work shall be completed in accordance with this Attachment A, Attachments B and C, and as specified by the State.
3. All invoices and reports shall be submitted to the State by 8/31/2020.
4. The Subrecipient shall complete work through the following phases:
 - a. Phase I: Project Initiation and Steering Committee Participation
 - i. Attend and participate in six (6) workgroup meetings to support project start-up, implementation, technology transfer and evaluation.
 - ii. Phase I shall be completed by June 30, 2019.
 - b. Phase II: Conservation Planning Aids, Mapping Tool and Educational Materials
 - i. Update and augment forest conservation planning materials and mapping tool that provide guidance for identifying, and conserving working forest landscapes for multiple values and uses.
 - ii. Phase II shall be completed June 30, 2019.
 - c. Phase III: Technical Assistance and Testing
 - i. Test the resources developed in Phase II by providing technical assistance and resources to municipalities and regionally planning commissions who are updating plans.
 - ii. Develop, at a minimum one (1) regional, and five (5) municipal plans that include forest integrity goals and strategies.
 - iii. Provide written feedback, including recommendations for planning aids and mapping tool adaptations.
 - iv. Submit a list outlining the technical assistance provided.
 - v. At a minimum, complete one (1) regional plan and two (2) municipal plans by March 31, 2019.
 - vi. At minimum, complete three (3) additional municipal plans by December 31, 2019.
 - d. Phase IV: Training
 - i. Conduct training(s) as outlined below to transfer knowledge and skills that prepare leaders to lead planning and conservation in their municipalities/regions.
 - i. Support five (5) workshops for regional planning commissions.
 - ii. Support ten (10) workshops for local planning and conservation commissions members by participating in development, outreach and delivery of workshops.
 - ii. Phase IV shall be completed by December 31, 2019.

e. Phase V: Project Sharing and Evaluation

- i. Share forest integrity products to inform and assist neighboring states through a regional workshop, a webinar series, and professional presentations.
- ii. Assist with adapting tools based on recommendations and evaluation.
- iii. Participate in webinar series, and regional stakeholder meeting.
- iv. Phase V shall be completed by July 31, 2020.

ATTACHMENT B
PAYMENT PROVISIONS

1. The State shall pay a maximum grant award of \$30,000 with a \$30,000 Subrecipient match requirement. The Subrecipient is required to provide match equal to the amount of grant funds expended by the conclusion of the agreement. Match may be cash or in-kind contributions in accordance with 2 CFR Part 200.
2. Upon completion of work under this agreement the Subrecipient shall provide documentation of the required match for final payment to be made. If the required 50% match is not provided by the Subrecipient the Subrecipient may be responsible for repaying grant funds to the State.
3. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Subrecipient unless written approval is received from the State.
4. Upon completion of each phase in Attachment A and acceptance by the State the Subrecipient may submit invoices for actual expenditures upon completion of each phase. All invoices must be accompanied by a progress report demonstrating work accomplished by phase. The State shall make payment upon receipt and approval of invoices.
5. Pre-award costs dating back to 9/1/17 are allowed for work completed in accordance with Attachment A.
6. The Subrecipient shall submit a final fiscal report within 30 days following the end date of this agreement.
7. If the work described in any invoice as provided by the Subrecipient, has not been completed to the satisfaction of the State, as determined by the State's Grant Manager listed below, the State reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges.
8. The State shall not be responsible for any other expenses of the Subrecipient.
9. Invoice Submission: The Subrecipient shall submit all invoices by e-mail to ANR.FPRAgreements@vermont.gov copying the State Project Manager, Danielle Fitzko, at Danielle.fitzko@vermont.gov

Invoices shall be addressed to:

Vermont Department of Forests, Parks and Recreation
Accounts Payable
1 National Life Drive, Davis 2
Montpelier, VT 05620-03801

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In the event that the Subrecipient cannot submit invoices by e-mail invoices shall be mailed to the above address.

10. The Subrecipient agrees to maintain records of cost of work for a minimum of three (3) years from the end of the grant period.

**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)

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 2017-ERP-M-18		² Original	Y	Amendment #		
³ Grant Title: Northfield Water St Stormwater Structure						
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$173,785		⁶ Total Award Amount: \$173,785		
⁷ Award Start Date: on final signature		⁸ Award End Date: 12/31/2019		⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
¹⁰ Vendor #: 43329		¹¹ Grantee Name: Central Vermont Regional Planning Commission				
¹² Grantee Address: 29 Main St Suite 4						
¹³ City: Montpelier		¹⁴ State: VT		¹⁵ Zip Code: 5602		
¹⁶ State Granting Agency: Department of Environmental Conservation				¹⁷ Business Unit: 06140		
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$0		Description:		
²⁰ If this action is an amendment, the following is amended: Amount: Funding Allocation: Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>						

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee DUNS #:		²² Indirect Rate: %		²³ FFATA: YES <input type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format):		(Approved rate or de minimis 10%)		²⁵ R&D:	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS					Required Federal Award Information		
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
General Fund			\$0.00				
Special Fund				Fund - 21932			
Global Commitment (non-subrecipient funds)			\$0.00				
Other State Funds	\$0	\$173,785	\$173,785	Fund- 31500			
FEDERAL FUNDS (includes subrecipient Global Commitment funds)							
³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award			
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$0.00	\$0.00			

SECTION IV - CONTACT INFORMATION

^{41D} STATE GRANTING AGENCY	^{41T} GRANTEE
NAME: David Pasco	NAME: Dan Currier
TITLE: Grants Management Specialist	TITLE: GIS Manager
PHONE: 802-490-6112	PHONE: 802-229-0389
EMAIL: david.pasco@vermont.gov	EMAIL: currier@cvregion.com



SFA - STANDARD GRANT AGREEMENT

1. Parties: This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and Central Vermont Regional Planning Commission with principal place of business at 29 Main St Suite 4, Montpelier, VT 05602, (hereinafter called "Grantee"). It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is Northfield Water St Stormwater Structure. Detailed scope to be provided by the Grantee are described in Attachment A.
3. Maximum Amount: In consideration of the scope of work, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$173,785**. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Grantee without the written approval of the State.
4. Subcontracting: Grantee shall not assign labor duties to a subcontractor without the prior written approval of the State. Written approval is obtained by completing the Request for Approval to Subgrant/Subcontract form.
5. Procurement: The Grantee certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
6. Ownership and Disposition of Equipment: Any equipment purchased or furnished to the Grantee by the State under this Grant Agreement is provided on a loan basis only and remains the property of the State. Grantee must submit a written request to retain the equipment at the end of grant term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value.
7. Source of Funds: State funds
8. Grant Term: The period of Grantee's performance shall begin upon date of execution, signified by the date of signature by the State and end on December 31, 2019.
9. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least 30 days prior to the end date of this agreement or the request may be denied.
10. Cancellation: This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
11. Fiscal Year: The Grantee's fiscal year starts July 1 and ends June 30.
12. Work product ownership: Upon full payment by the State, all products of the Grantee's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.

13. Attachments: This Grant consists the following attachments that are incorporated herein:

Attachment A - Scope of Work to be Performed

Attachment B – Budget and Payment Provisions

Attachment C - Customary State Grant Provisions

Attachment D – Other Grant Provision

Attachment E – Final Performance Report Template

Attachment F – Best Management Practices (BMP) – Template B

Request for Approval to Subgrant/Subcontract

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

STATE OF VERMONT

By:

Commissioner

Dept of Environmental Conservation

Date: _____

GRANTEE

By:

Name: (Print) _____

Title: _____

Date: _____

Attachment A
Scope of Work to be Performed

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

As part of the State's Clean Water Initiative Program's annual competitive grant process, a Project Selection Committee elected to award the Grantee \$173,785 to implement the Northfield Water St Stormwater Structure, which will serve to capture and treat stormwater runoff from 13 acres of untreated impervious surface in the Village of Northfield, serving the dual purpose of protecting the State's water quality and supporting the Grantee's goal.

Performance Measure(s) for this Grant:

Acres of area treated: 48

Acres of impervious area treated: 13

In 2013, the grantee identified and designed three stormwater mitigation structures for the Village of Northfield. The current awarded funds will be used to complete the construction of the largest of the previously identified stormwater structures at the intersection of Water Street and Union Brook in Northfield, Vermont. The Water Street structure will be a large bioretention/infiltration system designed to capture runoff from 48 acres of residential development, 13 acres of which are impervious surfaces. The project will include the construction of 640 feet of new stormline to capture and direct stormwater to a proprietary pretreatment unit called the Downstream Defender. The Downstream Defender will direct water into a bioretention area for treatment and infiltration.

The grantee will complete the final site design, currently at 30% design (see Attachment D), by June of 2018. The grantee will work closely with the Town staff to make sure they are in agreement prior to construction. In addition, the town and the grantee will work to develop an operations and management plan for the site to achieve their stewardship requirements ensure proper maintenance of the proposed structures into the future for a minimum of ten years.

At project completion, the Grantee is required to submit a final Performance Report for each project (Attachment E). At project completion, the Grantee is also required to issue a press release to local or area news publications informing readership of the receipt of the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation funded grant along with details on the project's purpose, actions, and results. Grantee will submit a copy of the press release as well as a list of the entities to whom the press release was sent as a deliverable for milestone #8 below. All tasks, deliverables, payments and estimated deadlines associated with this grant are outlined in the table below. The Grantee shall submit a Request for Approval to Subcontract Form for any subcontracts associated with this grant. The form must be approved before a subcontractor can start work.

	Milestone	Deliverable(s)	Due Date	Payment
1	Kick off Meeting with Village of Northfield and release of RFP for Engineering	List of attendees, minutes from the meeting, and a copy of RFP	February 23, 2018	\$7,200
2	Site Visit for RFP for interested Contractors	List of attendees from site visit	April 27, 2018	\$18,000
3	Kick-off meeting with selected Contractor and Village of Northfield	List of attendees and minutes from the meeting	May 25, 2018	\$20,000
4	Final Plans for stormwater treatment project Sites and Pre-Construction site walk	Copy of final plans and photos of site before construction	June 29, 2018	\$50,000
6	50% of Construction Complete site walk	Interim report with photos	September 31, 2018	\$10,000
7	Post Construction site walk	Copy of photos at completed project sites and as build plans	November 15, 2018	\$51,206
8	Project Completed	Press release with list of media contacted, Final Performance Report	December 15, 2018	\$17,379
	Total			\$173,785

Attachment B

Payment Provisions

See Payment Schedule in Attachment A

This grant is a performance based grant. Payments made to the grantee by the State are based on the successful completion of performance measures. Successful completion of each measure is clearly outlined in the scope of work. If the grantee is unable to obtain successful completion of a performance measure within the terms and conditions of the grant agreement, the Grantee may only receive a portion of the payment for that measure if partially completed or will not receive payment at all if substantial performance of that measure is not demonstrated.

The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

Risk-Based Assessment:

Risk Level: **Low**

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

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

The Grantee shall:

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

Other Provisions

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

Address All completed forms should be submitted to:

Name: David Pasco

Department: Department of Environmental Conservation

Address: 1 National Life Drive, Main 2, Montpelier, VT 05620

Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of 100% of grant funds, and where appropriate, documentation of required match.



Vermont Department of Environmental Conservation

Agency of Natural Resources

Form 430 Request for Funds

Form must be filled out entirely before payment is released

Grantee Name: Central Vermont Regional Planning Commission

Grant #: 2017-ERP-M-18 **Purchase Order #:** **Payment#:** **Amount Requested:**

Milestones and Deliverables:

Milestones and Submitted Deliverable	Budget Amount	Amount Requested	Remaining Amount	Total Match Documented (if applicable, use total from Form 430-M)	Match Committed (if applicable)
1 - Kick off Meeting with Village of Northfield and release of RFP for Engineering	\$7,200			\$	
2 - Site Visit for RFP for Contractors	\$18,000			\$	
3 - Kick off Meeting with selected Contractor and Village of Northfield	\$20,000			\$	
4 - Final Plans for stormwater Sites and Pre-Construction site walk	\$50,000			\$	
5 - 50% of Construction Complete site walk	\$10,000			\$	
6 - Post Construction site walk	\$51,206			\$	
7 - Final Performance Report and press release	\$17,379			\$	
Total	\$173,785			\$	

Approvals for Payment

Signed by:

Grantee: _____ Date: _____

Title: _____

The Grantee certifies that deliverables being billed and any match documented on this invoice have been completed as outlined in the grant agreement.

State's Project Manager: _____ Date: _____

The State's Project Manager has verified that deliverables being billed and match documented on this invoice have been completed as outlined in the grant agreement.

**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)

Attachment D

Other Grant Agreement Provisions

- 1. Performance Reporting:** The required final performance report template for this agreement is provided in Attachment E. If a grant agreement involves project implementation, additional reporting at the best management practice (BMP) level may be required. Any additional BMP reporting requirements are specified in Attachment E. Fillable formats of performance report templates are available at: <http://dec.vermont.gov/watershed/cwi/grants>
- 2. Required Deliverable for Project Identification:** As stated in the grant agreement's table of deliverables, all scoping grants involving project identification and prioritization are required to complete a table listing each project identified. Contact your grant manager for the table template. The table will be used to incorporate projects identified and prioritized into Vermont Tactical Basin Plan Implementation Tables.
- 3. Required Deliverable for Outreach Activities:** As stated in the grant agreement's table of deliverables, all grants involving outreach activities (workshops, trainings, and public/stakeholder meetings) are required to complete the Clean Water Outreach Efforts nFORM within one week of each event taking place. This online form and corresponding instructions are available at: <http://dec.vermont.gov/watershed/cwi/grants>
- 4. Ecosystem Restoration Design Terminology and Guidance Document:** If your project is considered to be a design project please use the Ecosystem Restoration Design Terminology and Guidance Document (available at: <http://dec.vermont.gov/sites/dec/files/documents/ERPDesignTerminologyandGuidance.pdf>) as a reference for definitions of design completion levels and expected deliverables.
- 5. Match Documentation:** If the project requires match, all match must be documented and reported using the Form 430-M (<http://dec.vermont.gov/sites/dec/files/aid/Finance/Form430-M.xlsx>) and should be submitted at the close of the project with the final invoice.

Attachment E
Vermont DEC - Ecosystem Restoration Program
Final Performance Report

Project Information**Organization:** Central Vermont Regional Planning Commission**Grant Number:** 2017-ERP-M-18**Title:** Northfield Water Street Stormwater Structure**Report Date:****Date Project Completed:****Project Location:**

- Latitude of project location; provided in Decimal Degrees with five decimal places (e.g., 44.25804):
- Longitude of project location; provided in Decimal Degrees with five decimal places (e.g., -72.59101):
- Town(s):
- WBID (Watershed boundary ID) Sub-basin(s):
- Stream segment if applicable (eg. River and stream projects):

Project Type:**ERP Funding Amount:****Total Project Costs:****Total Match documented (if applicable):****Performance Measure(s)** as identified in your grant agreement:

1.

Value	Unit	Measure Type
<u>1</u>	<u>design</u>	<u>Number of 100% designs completed</u>

Did you meet this measure: ☐ yes ☐ no → New value _____ and reason:

2.

Value	Unit	Measure Type
<u>13</u>	<u>Acres</u>	<u>Acres of impervious surface treated</u>

Did you meet this measure: ☐ yes ☐ no → New value _____ and reason:**Summary of work completed:****Before and After Photos please also submit as JPEG):**

**Attachment F:
Best Management Practices (BMP) Report
Version B**

This report pertains to BMPs including infiltration trenches, surface infiltration (no underdrain), and porous pavement with subsurface infiltration (no under-liner or underdrain). Complete this report for each BMP implemented within the scope of your project. Note that discontinuous sections of porous pavement are considered separate BMPs, therefore each section requires its own version of this report.

BMP Information

BMP Type (Check 1): ☐ Infiltration trench
☐ Surface infiltration (*no underdrain; with underdrain, use Report Version A*)
☐ Porous pavement with subsurface infiltration (*no under-liner or underdrain; if under-liner and underdrain, use Report Version C*)

BMP Center Point Latitude and Longitude: _____,
 (provided with five decimal places)

BMP storage volume: _____
 (cubic feet)

~~BMP~~ Infiltration rate of underlying soil: _____
 _____ (inches/hour)

Land Use Information

BMP Drainage Area (land draining to BMP/treated by BMP): _____

Acres of ***Impervious*** land within BMP Drainage Area: _____

Acres of ***Pervious*** land within BMP Drainage Area: _____

Date of BMP Completion: ____/____/____

BMP Operation & Maintenance Responsible Party: _____

Notes (Optional):

**Department of Environmental Conservation
Request for Approval to Subgrant/Subcontract**

Date of Request:	
Original Grantee/Contractor:	Central Vermont Regional Planning Commission
Address:	29 Main St Suite 4, Montpelier, VT 05602
Phone Number:	
Agreement #:	2017-ERP-M-18

Subcontractor Name:	
Address:	
Phone Number:	
Contact Person:	
Scope of Services:	
Maximum Amount::	\$

Original Grantee/Contractor Signature:	
By signing above, the Grantee/Contractor certifies that the subcontractor has been selected using their procurement policy, as required by the original agreement, and certifies that any conflict of interest has been disclosed in writing as required by the original agreement (Attachment C, Section 24).	

DEC Financial Operations Office Review

Approval: _____ **Date:** _____

On the reverse side of this form there is guidance about language that must be included by the contractor in subcontracting agreements.

Per Attachment C, subcontractors must include standard language from Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont

1. 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").



MEMO

Date: December 27, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Accounting Services

✉ **ACTIONS REQUESTED:** Authorize the Executive Director to sign the contract amendment for accounting services with Nicole Sancibrian, CPA.

Background

CVRPC's current contract for accounting services with Nicole Sancibrian, CPA ends January 31, 2018. The contract authorized services for full charge bookkeeping, audit preparation, and financial system transition. The Request for Proposals also included optional tasks and the possibility of extending services through July 31, 2017. After that date, the Commission must have initiated another bid process to continue contracting for professional accounting services.

At its December meeting, the Executive Committee authorized dividing the full time position of Office and Finance Manager into two part-time positions: Office Manager and Finance Manager. The hiring process for the Office Manager was initiated.

With transition of the financial system complete, I recommend the Commission bring accounting services back in house. In-house staff would allow for stronger coordination among the employee team. The Commission would hire a part-time Finance Manager and amend the contract with Nicole Sancibrian as described in "Notes" below. It may take 3-6 months to fill the Finance Manager position with a qualified candidate. Extending the contract would insure accounting services are provided without interruption. Amending the contract to authorize optional services would provide for training of new staff and monitoring to insure the new system continues to be operated as designed.

Contract Authorization: Nicole Sancibrian, CPA – Accounting Services Amendment

Scope of Work: Accounting services including full charge bookkeeping, audit preparation, and

financial system transition.

Funding:

Contract Amount: \$65 per hour; (4-month actual cost is \$17,810; full value estimated at ~\$52,000)

Funding Source: Administrative (incorporated into indirect costs)

Performance Period: 08/07/17 - 07/31/18 (if amended)

CVRPC Staff: Bonnie Waninger

Notes: Amend the existing contract to:

- extend the performance period to July 31, 2018 and
- modify the scope of services to authorize optional services as follows:
 - a) Advise CVRPC on adapting and strengthening internal controls,
 - b) Assist CVRPC in hiring financial staff,
 - c) Train CVRPC financial staff to operate the financial system successfully, and
 - d) Insure the financial system is operating as intended when run by CVRPC staff.



AGREEMENT AMENDMENT

PARTY: Nicole Sancibrian, CPA, PLLC

AGREEMENT #: 2017-08

AGREEMENT AMENDMENT #: 2017-08.A1

EFFECTIVE DATE: January 3, 2018

SUBJECT: Agreement #2017-08, entered into by the Central Vermont Regional Planning Commission, and by Nicole Sancibrian, CPA, PLLC, is amended as follows:

1. **Subject Matter.** The Scope of Work Performance Measures in this Agreement, wherever such references appear in said Agreement and its attachments, shall be changed to add:
 7. Advise CVRPC on adapting and strengthening internal controls by March 31, 2018.
 8. Assist CVRPC in hiring financial staff by June 30, 2018.
 9. Train CVRPC financial staff to operate the financial system successfully by July 31, 2018.
 10. Insure the financial system is operating as intended when run by CVRPC staff by July 31, 2018.
2. **Maximum Amount.** The maximum amount payable under this Agreement, wherever such references to the maximum amount appear in said Agreement shall be changed from \$40,560.00 to \$52,000.00. An increased amount of \$11,440.00.
3. **Agreement Term.** The end date wherever such references appear in said Agreement and its attachments, is changed from January 31, 2018 to July 31, 2018.

All other terms and conditions of this Agreement not hereby amended shall remain in full force

and effect.

The signatures of the undersigned Parties indicate that each has read this first amendment to Agreement #2017-08 in its entirety and agrees to be bound by the provisions enumerated therein.

**CENTRAL VERMONT REGIONAL
PLANNING COMMISSION**

PARTY

By: _____

By: _____

Name: Bonnie Waninger

Name: Nicole Sancibrian

Title: Executive Director

Title: Owner

Date: _____

Date: _____



MEMO

Date: December 27, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Policy Approvals

Records Retention Policy

The Committee adopted a Records Retention Policy at its December meeting. Staff have requested a small change to the policy which would be beneficial to adopt. The change includes a one-sentence addition beginning on the bottom of the fourth page.

☒ **ACTION REQUESTED:** Adopt the amended Records Retention Policy.

Personnel Policy Manual

The Personnel Policy Manual was adopted July 31, 2017. Appendix B includes wage ranges and Appendix C includes job descriptions for all positions. Both need modified to reflect the stand alone, part-time positions of Office Manager and, if the Committee elects to create it, a part-time position of Finance Manager.

☒ **ACTION REQUESTED:** Adopt the amendments to the Personnel Policy Manual.

- Calendars, appointment books, schedules, logs, diaries, and other records documenting meetings, appointments, telephone calls, trips, visits, and other daily activities of employees; and
- Unpublished calendars of events and activities.

If hard copies are created and filed elsewhere, administrative support records need not be saved.

Policy and Program Records (Primary Mission Files)

Policy and Program Records generally need to be retained permanently under specific record schedules and may be transferred to the State Archives at some time during their life cycle. These records document the formulation and adoption of policies and procedures and the implementation or management of the programs or functions of the office or department. Included are such records as:

- Policies and procedures developed by the office or a program that govern the operation of the agency;
- Correspondence with citizens or other government officials regarding policy, procedure development, or program administration;
- Annual, ad hoc, narrative, or statistical reports on program activities, achievements or plans;
- Organizational charts and mission statements;
- Studies regarding office or program operations;
- Circular letters, directives or similar papers addressed to subordinate units or staff concerning policies, procedures or programs;
- Records related to significant events in which the office or program participated; and
- Photographs, published material, and other record forms.

Employee Responsibility

Federal and state laws require CVRPC to maintain certain types of records for particular periods. Failure to maintain such records could subject an employee and CVRPC to penalties and fines, obstruct justice, spoil legal evidence, and/or seriously harm CVRPC's position in litigation. Thus, it is imperative that employees fully understand and comply with this, and any future records retention or destruction policies and schedules, *UNLESS* an employee has been notified by CVRPC, or if an employee believes that (1) such records are or could be relevant to any future litigation, (2) there is a dispute that could lead to litigation, or (3) CVRPC is a party to a lawsuit, in which case employees *MUST PRESERVE* such records until CVRPC's legal counsel determines that the records are no longer needed. [Employees are responsible for](#)

[understanding and complying with record retention requirement in grants and agreements that may be more restrictive than those noted below.](#)

All business records shall be retained for a period no longer than necessary for the proper conduct and functioning of CVRPC. All retention periods listed in this Policy are from the calendar year end plus the retention time listed unless otherwise noted.

Retention Schedule - Office Operations and Planning Records

Accounting/Financial Records

Description	Retention
Accountants' audit reports and management letters	Permanent/Archive
Bills of sale for important purchases	Permanent/Archive
Canceled checks and stubs, for important payments	Permanent/Archive
Cash books	Permanent/Archive
Charts of accounts	Permanent/Archive
Payroll records and related documents	Permanent/Archive
Financial statements (year end)	Permanent/Archive
General and private ledgers	Permanent/Archive
Financial journals	Permanent/Archive
Bank statements – Shred	10 years
Deposit slips – Shred	10 years
Check registers – Shred	10 years
Cancelled checks and stubs, general – Shred	10 years
Financial statement cards – Shred	10 years
Accounts payable and receivable ledgers and schedules	7 years, if audited
Expense analyses	7 years
Vouchers for payments to vendors, employees and related parties - Shred	7 years
Fiscal records – grant materials, supply order forms, unless otherwise required by grant	7 years
Miscellaneous money (income) receipts	7 years, if audited
Paid bills	7 years, if audited
Tuition invoices and receipts	7 years, if audited
Fiscal records, and until audit	4 years
Cash balance document register	4 years

CENTRAL VERMONT REGIONAL PLANNING COMMISSION**OFFICE MANAGER****Job Description****GENERAL DESCRIPTION**

The Office Manager position improves the Commission's customer service and staff retention by creating a productive work environment and ensuring our team gets the support it needs. The Office Manager creates, monitors, and continually seeks to improve office operations, procedures, and resources. This position requires an attention to detail, the skills of a diplomat, and the ability to respond quickly to changing workloads.

The Office Manager works independently under the general direction of the Executive Director and provides administrative support to planning staff and Commission. It is the position's responsibility to deal regularly with, and represent the Commission to, a variety of outside institutions, government and insurance agencies, and vendors.

Work is primarily at the CVRPC office and attendance at limited evening meetings is required. Limited field work may be required. This is a part-time position for ~24-28 hours per week.

CHARACTERISTIC DUTIES

- Develop, administer, and improve business management processes, systems, and policies, such as employee benefits, insurance, contracts, fixed assets, leases, and purchases.
- Review and implement procedural and policy changes to improve operational efficiency and maintain compliance with state and federal laws and best practices.
- Work with the Executive Director and staff to ensure an accurate, timely, efficient, and transparent process for the entire grant life cycle, from proposal to close; develop, administer, and train staff on policies, systems, and documentation to ensure grant compliance; surface and address issues.
- Maintain digital and hard copy filing and record-keeping systems; assist planners with database entry, record keeping, and filing.
- Maintain the condition of the office, arrange for necessary repairs, and secure and manage office-related contractors.
- Maintain office equipment; coordinate purchase and installation of equipment.
- Order and manage inventory of office supplies.
- Maintain mailing lists and records, manual and computerized; coordinate mailings; retrieve, and distribute mail.
- Organize staff, Commission, and other meetings as assigned by arranging meeting locations, distributing/posting agendas, and taking minutes.
- Oversee recruitment and training of new staff, including facilitating the hiring process, completing on-boarding activities, and training on office policies and procedures.
- Serve as principal receptionist; answer phone and greet visitors; take messages; answer basic questions related to Commission functions, services, policies, and procedures.
- Fill requests for information; assist in data collection and analyses and report production; provide clerical support, including the photocopying and distribution materials.
- Edit newsletters and reports; prepare annual reports; prepare special reports and projects.

- Manage social media and website.
- Pursue professional development opportunities that expand knowledge and skills.
- Support accounting functions by making bank deposits, entering account payables, tracking paid time off, and assisting municipalities with capital budgets.

TYPICAL KNOWLEDGE

- Considerable knowledge of data, administrative management, and business principles and practices and procedures.
- Knowledge of clerical practices and procedures.
- Demonstrated knowledge of human resources management practices and procedures.
- Knowledge of OMB's Uniform Guidance at 2 CFR Part 200 and Vermont Agency of Administration policy, procedure, and guidance.
- General knowledge of computer systems, office software packages,
- Familiarity with the operations and management of typical office equipment and office support systems.

TYPICAL SKILLS

- Attention to detail.
- Ability to prioritize duties and work on several issues simultaneously to meet firm deadlines.
- Ability to develop and implement administrative procedures and evaluate their effectiveness.
- Ability to supervise and to exercise discretion in applying policies.
- Ability to communicate effectively orally and in writing and to work independently.
- Ability to be proactive to initiate actions as needed.
- Self motivated to learn new concepts and to participate in new projects.
- Strong administrative, analytical, and communication skills.
- Ability to problem solve with computers and manage computer files.
- Comfort working in a fast-paced environment.

MINIMUM QUALIFICATIONS

- Associates degree in business or equivalent required (B.A. or B.S. preferred) and at least 3 years of similar administrative experience in an office setting or a high school diploma with at least 6 years of similar experience.
- Proficiency in Microsoft Office suite required.
- Strong administrative, analytical, and communication skills essential.
- Ability to work effectively with staff, board members, and the public essential.
- Relevant knowledge of grant management and contract administration highly desirable.
- Working knowledge of QuickBooks desirable.
- US citizen or otherwise lawfully authorized to work in the United States.

Adopted: ____/____/____

CENTRAL VERMONT REGIONAL PLANNING COMMISSION**FINANCIAL MANAGER****Job Description****GENERAL DESCRIPTION**

The Financial Manager position performs professional level accounting work in the maintenance, review, and reconciliation of financial records to ensure compliance with accepted accounting principles and standards. This position is responsible for all fiscal operations for the Commission including budget development, analyzing financial reports, programs, costs, payments and/or accounting processes, sub-recipient audits, and coaching and monitoring staff in conformance with federal and state program fiscal requirements.

The Financial Manager works independently under the general direction of the Executive Director, and provides administrative support to planning staff and the Commission's Treasurer. It is the position's responsibility to deal regularly with, and represent the Commission to, a variety of outside financial institutions, government agencies, vendors, and accountants.

Work is required primarily at the CVRPC office and attendance at limited evening meetings is required. Limited field work may be required, primarily in association with sub-recipient and contractor monitoring. This is a part-time position for ~16-24 hours per week.

CHARACTERISTIC DUTIES

- In consultation with the Executive Director and the Commission's Treasurer, plan and oversee all financial management systems of the Commission, including accounting, employee payroll and benefits, grants and contracts, fixed assets, cash flow, investment, loans; develop and/or modify financial systems and policies in accordance with government regulations and organizational needs.
- Perform a full range of professional bookkeeping, accounting and financial analysis functions, including account balancing and reconciliation; payroll and tax reporting; cash flow, investment, and loan management; end-of-year account auditing and closing functions; indirect proposal preparation; and data compilation and analysis as part of budget planning.
- Prepare financial statements, summaries, and a wide variety of fiscal/business reports for internal use and as required by outside agencies.
- Prepare for, coordinate, and manage the annual external audit and financial reviews.
- Develop and monitor the budget, and prepare budget and other financial forecasts.
- Provide financial support and interact with outside organizations served by the Commission, such as the Wrightsville Beach Recreation District, Cross Vermont Trail Association, Local Emergency Planning Committee #5, and any new customers.
- Examine financial and legal documents to verify accuracy and adherence to financial regulations and acceptable financial principles.
- Develop or recommend solutions for problems or situations.
- Serve as the Commission's expert on state and federal grant compliance and interpretation; translate requirements into operational policies and systems and ensure compliance.
- Train staff as it relates to grant administration, federal and state guidance and compliance policies, and organizational financial policies.

- Design and manage the due diligence and monitoring process for sub-recipients; surface and address issues; provide technical assistance as necessary.
- Assist municipalities with development and update of capital budgets and programs.
- Prepare special reports and projects as requested.
- Pursue professional development opportunities.

TYPICAL KNOWLEDGE

- Thorough knowledge of accounting and budgeting principles, practices, and procedures.
- Considerable knowledge of administrative practices.
- Considerable knowledge of state and federal grant administration and compliance monitoring.
- Considerable knowledge of computerized financial management information systems.
- Considerable knowledge of computer applications to grant administration.

TYPICAL SKILLS

- Ability to make mathematical computations with speed and accuracy.
- Ability to analyze, interpret and evaluate accounting problems.
- Ability to develop checkpoints to maintain over-all integrity of the financial system.
- Ability to interpret and apply rules and regulations of considerable complexity.
- Ability in preparing accurate financial and statistical reports.
- Ability to establish and maintain effective working relationships.
- Ability to prioritize duties, work on several issues simultaneously, and meet firm deadlines.
- Ability to develop and implement financial procedures and evaluate their effectiveness.
- Ability to communicate effectively orally and in writing.
- Ability to work independently and as part of a team is essential.
- Ability to be proactive and initiate actions as needed, and to present complex financial data clearly to non-finance audiences.
- Ability to see the larger financial picture and simultaneously pursue a high degree of accuracy in work and to apply judgment to balance them.
- Proficiency in QuickBooks and Microsoft Office products.
- Self motivated to learn new concepts and to participate in new projects.

MINIMUM QUALIFICATIONS

- Bachelor's degree in accounting or related discipline and three to five years in a similar position; master's degree in accounting, business or financial management preferred.
- Broad base of technical knowledge and skills in accounting theory and methods.
- Relevant knowledge of state and federal grant management and contract administration highly desirable.
- US citizen or otherwise lawfully authorized to work in the United States.

Adopted: _____

APPENDIX B – CVRPC Wage Ranges¹*Adopted* _____

Job Title	Minimum	Mid-Point	Maximum
Executive Director	\$70,000	\$82,500	\$95,000
Finance Manager	50,000	65,000	80,000
Office Manager	35,000	45,000	\$55,000
Program Manager	55,000	65,000	75,000
Senior Planner	48,000	56,500	65,000
Planner	36,000	43,000	50,000
Assistant Planner	33,000	35,000	38,000
Planning Technician	24,000	27,000	30,000

¹ Wages ranges are based on full time employment.

5-year Strategic Goals – FY18 Activities

Quarterly Progress Report

December 26, 2017

Activity	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Goal 1: Enhance Financial Security												
Financial restructure complete			✕	X								
Complete audit				✕	X							
Audit/Indirect Proposal submitted					✕	Audit	Indirect					
Administrative cost reduction plan <ul style="list-style-type: none"> Most effective reduction is staff hours Direct charge costs over \$5,000 Postage & meter lease opportunity 			✓									
Reserve contribution (quarterly) <ul style="list-style-type: none"> \$11,198 moved to new fund \$5,000 added 1st quarter \$10,000 added 2nd quarter 		✓		✕		✓	✕			✕		
Personnel Policy adopted (07/21/17)	✓								Revisit			
Records Retention Policy adopted				✕		X						
Admin/Financial Procedures adopted						✕					X	
Grants Management Manual complete												✕
2 CFR staff training plan & implementation						✕		X	✕	✕	✕	✕
Goal 2: Create Operational Excellence												
3-year staff development plan								✕				
Credential 1-2 staff as CFM or AICP				#1✓			#2X					✕
Develop Committee Rules of Procedure <ul style="list-style-type: none"> Project Review - complete Town Plan Review – in progress Nominating – no action Regional Plan – no action Clean Water Advisory – no action Executive (reformatting) – in progress 						✕						

Legend

✕ = Targeted Date for Completion

✓ = Completed

X = Revised Date for Completion

Activity	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Designate Committee Chairs			✕			X						
Host Chair training				✕				X				
Host new Commissioner training	✓											
Commissioner survey <ul style="list-style-type: none"> Drafted 07/31 Modified & distributed Commission meeting summary 	Drafted						X					
Commissioner Handbook			✕			X						
Commissioner input into FY19 Work Plan							✕	X				
Clean office				✕			X					
Furniture replacement plan						✕	X					
Paint office walls <ul style="list-style-type: none"> Add paint to mid-year budget Paint office 				Budgeted					✕			
Goal 3: Enhance Services												
Municipal Plan review for needs identification							✕					
Municipal needs survey								✕				
3-Challenges Commission meeting							✕		X			
Identify towns for project management services <ul style="list-style-type: none"> 			✕							✕		
Plan Central VT to Commission <ul style="list-style-type: none"> Energy element Land Use element Compatibility Statement Edit all elements (match to housing element) Set priorities for Implementation Plan 								✕				X
Draft Plan Central VT sent for review												Sept
Goal 4: Increase Perception of CVRPC as Leader and Partner												
Communications Plan <ul style="list-style-type: none"> Rough draft complete Final draft complete Final document complete 			✕		Rough Draft							

Legend

✕ = Targeted Date for Completion

✓ = Completed

X = Revised Date for Completion

Activity	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Identify State Plans, etc. for comment <ul style="list-style-type: none"> State Hazard Mitigation Plan DEC River Corridor/Floodplain Model Winooski Tactical Basin Plan 	✓											
Identify Summer Study Committees for comment <ul style="list-style-type: none"> Commission on Act 250 	✓											

Legend

- ✕ = Targeted Date for Completion
✓ = Completed
X = Revised Date for Completion



MEMO

Date: December 27, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: FY18 Budget Adjustment

☒ **ACTION REQUESTED:** Adopt the proposed FY18 budget adjustment.

Background

This is the mid-year adjustment completed annually by the Commission to refine revenues and expenses based on the year's progress. The financial system upgrades allowed the adjustment to occur at the mid-year mark because actual revenues and expenses are transparent through December.

Revenues

Revenues have increased by \$74,337 since the October adjustment. The budget summary sheet offers notes for significant changes. All revenues are available (no tentative numbers), and our focus is having staff fulfill all contract obligations.

ACCD FY17 carry over funds have been used. CVRPC may under spend FY18 due to the carry over funds. To assist with workload, CVRPC is maintaining its fall transportation Planning Technician. The Technician is assisting Eric to compile data for town plans and post a data library to CVRPC's website. This will allow towns to download the data as plans are updated.

Expenses

Expenses increased at a slower pace than revenues. Contractor and professional services continue to constitute more than 48% of expenses, with payroll and benefits constituting another 40%. Accounting services were decreased based on actual expenses and discussions with Nicole Sancibrian. Professional services were increased to hire an editor to assist with Plan Central Vermont and to paint the office walls. Depreciation was added as a budget expense as this affects the Commission's audited net income. Reserve contributions were increased.

Central Vermont Regional Planning Commission
FY18 Budget Adjustment

Adopted by the Executive Committee ___/___/___

Juliana Potter, Chair

Line		06.30.17	07.11.17	09.05.17	10.02.17	01.02.18	Difference from Current	Percent Change	Budget Change Notes
		FY 17 Audited	FY 18 Budget	FY 18 Budget	FY 18 Budget	FY 18 Budget			
1	REVENUES	1,047,563	1,700,457	1,646,188	1,629,187	1,703,524	74,337	4.6%	
2									
3	Community Development	78,668	344,480	346,980	346,980	336,980	(10,000)	-2.9%	Decreased due to Local Energy Planning Year 2 payment schedule
4	Fee for Service	184,150	25,143	25,143	42,767	47,117	4,350	10.2%	Increased for continued admin services
5	Interest	0	10	10	10	10	0	0.0%	
6	Municipal Contracts	42,479	35,437	35,737	35,737	36,437	700	2.0%	
7	Natural Resources	162,958	431,743	423,301	423,301	492,909	69,608	16.4%	Increased to recognize full High Meadows payment, Clean Water projects
8	Other Income	306	0	5,000	5,000	12,523	7,523	150.5%	Increased for COBRA reimbursements
9	Public Safety	150,302	112,660	50,763	44,702	80,930	36,228	81.0%	Decreased for unearned FFY16 EMPG; Increased FFY18 EMPG award and HMGP Mega completion
10	Regional Planning Funds (ACCD)	204,060	269,585	269,585	342,560	342,560	0	0.0%	Reduced for audited FY17 carry over
11	Town Dues	71,537	71,537	71,537	71,537	71,537	0	0.0%	
12	Transportation	153,103	409,864	418,133	316,593	282,521	(34,072)	-10.8%	
13	Reserves	0	0	0	0	0	0	-	
14									
15		FY 17	FY 18	FY 18	FY 18	FY 18	Difference	Percent	
16		Actuals	Budget	Budget	Budget	Budget	from Current	Change	Budget Change Notes
17									
18	EXPENSES	1,124,300	1,697,572	1,645,997	1,628,515	1,692,159	63,644	3.9%	
19									
20	Advertising	350	2,210	2,410	2,350	1,890	(460)	-19.6%	
21	Contractor Services	168,778	797,085	764,017	714,017	712,664	(1,353)	-0.2%	Increased for transportation study; decreased for Northfield Stormwater payment schedule
22	Copy/Print	6,329	6,200	4,483	4,483	4,483	(1)	0.0%	
23	Depreciation	11,199	0	0	0	7,000	7,000	0.0%	Estimate
24	Dues/Memberships	9,231	10,635	10,110	10,250	10,450	200	2.0%	
25	Equipment / Furniture	1,029	20,000	20,000	20,000	20,000	0	0.0%	
26	Equipment Repair/Srvc	0	450	450	400	400	0	0.0%	
27	Fees	109	0	0	0	794	794	100.0%	New category; previously budgeted fees with related expense
28	Fringe Benefits	174,355	202,183	171,112	154,308	170,798	16,490	10.7%	Increased for winter Planning Technician & part-time Office (.6 FTE) and Finance (.4 FTE) Managers
29	Insurance	1,509	1,510	1,510	1,510	1,510	0	0.0%	
30	Interest	0	50	50	50	50	0	0.0%	
31	Line of Credit	150	150	150	150	0	(150)	-100.0%	
32	Meeting/Programs	6,602	12,629	12,929	12,819	12,592	(227)	-1.8%	
33	Office Rent/Util/Repair	42,864	42,929	42,929	42,929	42,994	65	0.2%	
34	Other Expense	5,841	500	500	500	400	(100)	-20.0%	
35	Payroll	622,603	485,569	424,469	480,539	515,316	34,777	7.2%	Increased for winter Planning Technician & part-time Office (.6 FTE) and Finance (.4 FTE) Managers
36	Postage	2,618	2,600	2,600	2,600	2,600	0	0.0%	
37	Professional Services	31,632	36,205	111,175	108,175	100,820	(7,355)	-6.8%	Decreased for accounting services; increased for Regional Plan editor/graphic designer and painting the office walls
38	Reserve Contribution	0	20,000	20,000	13,000	25,000	12,000	92.3%	Increased as budget allowed
39	Software / Licenses	3,600	7,038	7,898	7,798	7,798	(0)	0.0%	
40	Subscriptions / Publications	0	212	212	212	212	(1)	-0.2%	
41	Supplies - Office	7,090	7,380	7,380	7,380	13,080	5,700	77.2%	Increased for office paint & desktop computer/monitor
42	Supplies - Billable	7,692	9,026	9,120	9,920	9,820	(100)	-1.0%	
43	Telephone / Internet	6,369	6,812	6,812	7,112	7,112	0	0.0%	
44	Travel	14,350	26,200	25,683	28,014	24,377	(3,637)	-13.0%	Decreased based on contract schedules
45									
46	BAL END	(76,737)	2,885	191	672	11,365	10,693		

Central Vermont Regional Planning Commission

FY18 Budget

As of 01/02/18

Total Revenues

\$1,703,524

Line

1	Community Development		\$336,980
2	EPA Brownfields FFY15	\$299,780	274,323 contractor pass through for assessments
3	BCRC Regional Energy Planning	\$20,000	Outreach/engagement and final plan
4	NRPC Local Energy Planning FY17	\$11,800	Waterbury Town & Village, East Montpelier, Barre Town
5	NRPC Local Energy Planning FY18	\$5,400	Barre City, Calais, Marshfield
6			
7	Fee for Service		\$47,117
8	Mad River Valley Planning District Bookkeeping	\$396	July 31 end
9	Mad River Valley Planning District Leased Employees	\$29,823	Billed back; July 31 end
10	Wrightville Beach Recreation District Bookkeeping	\$5,000	
11	Cross Vermont Trail Leased Employees	\$10,149	Billed back; ends December 31
12	Cross Vermont Trail Association Admin Services	\$650	New agreement as of January 1
13	GIS Mapping	\$1,100	
14			
15	Interest		\$10
16			
17	Municipal Contracts		\$36,437
18	Barre Town Manhole	\$1,000	
19	Calais Better Roads FY18	\$6,524	
20	East Montpelier Better Roads FY18	\$8,000	
21	Fayston Better Roads FY18	\$4,653	
22	Northfield Better Roads FY18	\$6,300	
23	Orange Better Roads FY18	\$3,375	
24	Williamstown Better Roads FY18	\$3,150	
25	Woodbury Better Roads FY18	\$1,050	
26	Worcester Better Roads FY18	\$2,385	
27			
28	Natural Resources		\$492,909
29	ACRPC FFY17 604B	\$1,818	
30	FFY18 604B	\$1,818	Program confirmed but not initiated
31	CCRPC FY17 Clean Water Act Outreach	\$3,760	
32	CCRPC FY18 Clean Water Act Outreach	\$24,746	Confirmed award; awaiting contract
33	DEC FY16 ERP 3-Town Stormwater Masterplan	\$41,565	Barre Town, Barre City & Plainfield; 21,478 contractor pass through
34	DEC FY17 ERP Berlin Stormwater Masterplan	\$26,525	21,478 contractor pass through
35	DEC FY17 ERP Moretown Mad River Corridor Plan	\$26,878	25,150 contractor pass through
36	DEC FY17 ERP Northfield Water Street Stormwater	\$95,000	166,431 contractor/town pass through
37	DEC FY17 Mad-Kingbury Stormwater Masterplan	\$106,000	Two joint plans: East Montpelier, Calais, Woodbury & Duxbury, Moretown, Fayston, Waitsfield, Warren; 100,521 contractor pass through
38	SWCRPC Clean Water Block Grant - Pouliot	\$112,140	Final amount based on 8.5% project implementation cost, which will be determined with next cost estimate and available funding
39	High Meadows Resilience	\$40,000	Cabot, Plainfield, Marshfield flood resilience
40	FPR Forest Integrity	\$12,660	Year 1 of 3-year grant
41			

Central Vermont Regional Planning Commission

FY18 Budget

As of 01/02/18

Total Revenues		\$1,703,524
Line		
42	Other Income	\$12,523
43	Donation	\$5,000
44	Health Insurance Reimbursement	\$7,523 COBRA
45		
46	Public Safety	\$80,930
47	VEM Emergency Mangmt Planning Grant (EMPG) FFY 16	\$24,262
48	VEM Emergency Mangmt Planning Grant (EMPG) FFY 17	\$36,881
49	Local Emergency Planning Committee (LEPC)	\$5,000 Administrative services, including expenses
50	VEM MOU	\$7,722 Staff SEOC & fulfill Local Liaison role
51	VEM HMGP Mega	\$7,000
52	VEM HMGP Mega Administration	\$65
53	VEM HMGP Mega Town Contribution	\$0
54		
55	Regional Planning Funds (ACCD)	\$342,560
56	FY17 Carry Forward	\$72,975
57	FY18 Allocation	\$269,585
58		
59	Town Dues	\$71,537
60		
61	Transportation	\$282,521
62	VTrans Transportation Planning Initiative (TPI) FFY17	\$90,479 45,000 contractor pass through for studies
63	VTrans Transportation Planning Initiative (TPI) FFY18	\$146,363 21,000 contractor pass through for study
64	VTrans Better Roads FY17 - Montpelier	\$5,674 Road erosion & culvert inventory and transportation capital budget
65	VTrans Better Roads FY17 - Roxbury	\$1,736 Road erosion inventory & transportation capital budget
66	VTrans Better Roads FY17 - Warren	\$1,634 Road erosion inventory
67	DEC Class IV Road Demonstration	\$11,714 10,174 town pass through for construction
68	NRPC Municipal Grants In Aid	\$24,921 Program admin and municipal outreach & assistance for MRGP BMP implementation

Notes: Gray shading denotes risk areas, such as annual contracts that will not be confirmed until the fiscal year has begun, grant award not under contract, and prospective contracts with a reasonable expectation of award.

Central Vermont Regional Planning Commission
FY18 Budget
As of 01/02/18

Total Expenses**\$1,684,366**

Line

1	Advertising		\$1,890
2	Administrative	0	
3	ACCD	1,040	Regional Plan & 11 Municipal Plan approval hearings
4	Community Development	250	
5	Municipal	0	
6	Natural Resources	300	
7	Public Safety	0	
8	Transportation	300	
9			
10	Contractor Services		\$712,664
11	Admin	0	
12	ACCD	0	
13	Brownfields	274,323	Site assessments and corrective action planning
14	Tactical Basin Planning	0	
15	FY16 ERP 3-Town Stormwater Masterplan	21,478	Barre City, Barre Town, Plainfield
16	FY17 ERP Northfield Water Street Stormwater	88,000	Stormwater structure installation
17	FY16 ERP Berlin Stormwater Masterplan	21,478	
18	FY17 ERP Moretown Mad River Corridor Plan	25,150	
19	FY17 ERP Mad-Kingsbury Stormwater Masterplan	100,521	Warren, Waitsfield, Fayston, Duxbury, Moretown & East Montpelier, Calais, Woodbury
20	FFY17 Transportation Planning Initiative (TPI)	45,000	Intersection studies for East Montpelier & Orange
21	FFY18 Transportation Planning Initiative (TPI)	21,000	Waterbury Stowe Street Bridge study
22	DEC Calais Class IV Roads	10,714	Pass through to Towns for project construction
23	Clean Water Block Grant Implementation	105,000	Estimate; pass through to municipality for construction
24			
25	Copy / Print		\$4,483
26	Old Lease	1,338	Prorated 3 months
27	New Lease	2,320	Prorated 10 months
28	Color Copies	725	Reduced for new copier lease
29	Property Tax	100	
30			
31	Dues / Memberships / Sponsorships		\$10,450
32	VAPDA	6,050	Annual Dues, includes special project assessment and CVRPC participation in multi-RPC activities
33	VT League of Cities & Towns	835	
34	Nat'l Assoc. of Development Orgs	2,000	
35	Assoc. of State Floodplain Managers	240	Certified Floodplain Manager
36	VT Planners Assoc.	125	5 staff
37	Conference/Workshop Sponsorships	1,000	
38	Welcome Legislator Reception	200	

Central Vermont Regional Planning Commission
FY18 Budget
As of 01/02/18

Total Expenses			\$1,684,366
39			
40	Equipment / Furniture		\$20,000
41	Capital: Non-Billable	20,000	Server replacement
42	Capital: Billable	0	
43	Office Furniture	0	
44	Office Equipment	0	
45	Other	0	
46			
47	Equipment Repair & Service		\$400
48	Telephone System	100	
49	Repair & Service	300	Traffic counter repair
50			
51	Fees		\$794
52	Payroll	394	Direct deposit
53	Line of Credit	150	Annual Fees
54	Late fee	250	
55			
56	Fringe Benefits		\$170,798
57	FICA	37,046	Medicaid & Social Security taxes
58	Health Ins.	76,255	10.8% premium increase approved for BCBSVT for CY18; removed payment in lieu of health insurance
59	Health Ins.	7,523	COBRA
60	Dental Ins.	6,843	2% premium increase
61	Vision Ins.	0	Not provided
62	Retirement	24,213	5% of gross wages
63	Disability Ins.	920	
64	Life Ins.	4,972	
65	Unemployment Ins.	1,510	
66	Workers Comp Ins.	2,600	
67	MRVPD Leased Employee Fringe	8,056	All benefits
68	Cross Vermont Trail Leased Employee Fringe	860	FICA only
69			
70	Insurance		\$1,510
71	General Liability (Property/Vehicle/Fire)	1,510	Policy includes Public Officials Liability
72			
73	Interest		\$50
74			
75	Line of Credit		\$0
76	Debt Repayment	0	Debt not anticipated
77	Interest	0	

Central Vermont Regional Planning Commission
FY18 Budget
As of 01/02/18

Total Expenses			\$1,684,366
78			
79	Meeting / Programs		\$12,592
80	Admin	2,500	50th celebration 1500; NADO Policy Conf 500
81	ACCD	6,525	700 workshops/forums; 825 Commission mtgs; prof dev
82	Energy Planning	600	
83	Brownfields	500	In-state trainings, national conference
84	Municipal	0	
85	Natural Resources	382	Winooski Basin Plan meetings
86	Public Safety	575	LEPC 500; floodplain administrator training
87	Transportation	1,510	TAC & project mtgs
88			
89	Office Rent / Utilities / Repairs		\$42,994
90	Rent	41,059	Lease through 09/30/2020; Notice by 09/29/2019
91	Office Cleaning	1,885	Bi-weekly (70 thru 12/31; 75 thru 6/30)
92	Repairs & Other Maintenance	50	
93			
94	Other Expense		\$400
95	Miscellaneous	300	Gifts, non-billable fees, etc.
96	Bad Debt	100	
97			
98	Payroll		\$515,316
99	Gross Pay	468,049	8 FTE plus Planning Techs; includes raises, bonuses, & payment in lieu of health insurance benefit
100	Comp Time	3,400	FY18 estimate
101	Comp Time	12,812	FY17 unpaid liability
102	Overtime	0	Non-exempt employee
103		21,767	MRVPD Leased Employees
104		9,288	Cross VT Trail Leased Employees
105			
106			
107	Postage		\$2,600
108	Postage Machine	875	175/qtr meter lease
109	Machine Postage	1,500	1000/year unless Regional Plan work
110	Billable Postage	225	

Central Vermont Regional Planning Commission
FY18 Budget
As of 01/02/18

Total Expenses			\$1,684,366
111			
112	Professional Services		\$100,820
113	Audit	6,365	Single Audit not required
114	Accounting	52,000	Bookkeeping, audit preparation, QuickBooks conversion, train staff
115	Benefits Administration	1,000	Section 125 Cafeteria Plan
116	Editing/Graphic Design	20,000	Regional Plan
117	Employee Assistance Program	0	
118	IT/Computer	10,530	Base 4980, Problems 550, Server install 5000
119	Legal	4,600	3000 Personnel & benefits; 600 brownfields; 1000 other
120	Office Painting	3,500	Staff estimate based on SF to be painted
121	Staff Training	0	
122	Videography	2,825	175/mo for Commission meetings; increase 180 per training or workshop (5 total)
123			
124	Reserve Contribution		\$25,000
125	General	25,000	
126	Equipment/Capital	0	
127	Office Renovation	0	
128			
129	Software / Licences / IT Subscriptions		\$7,798
130	ESRI GIS License	3,600	1600 single; 1500 concurrent; 500 Spatial Analyst
131	Reimage	42	ARCGIS online patch
132	Intuit Quickbooks Pro	1,390	1-yr QB payroll module; 3-year annual license due 2020; 5 additional user seats 1000
133	Microsoft Exchange 365	562	Remote access (email)
134	Tech Soup	318	Quickbooks license 1@50; Adobe Standard 4@55 each; Antivirus 12@4
135	Log Me In	600	Remote access
136	Symquest	488	1-year server warranty
137	AT&T	300	GPS symcard data service (GPS data accuracy corrections)
138	Community Remarks	280	Community outreach map for Regional Plan
139	Network Solutions	218	CVRPC & Plan Central VT website
140			
141	Subscriptions		\$212
142	Times Argus	190	e-subscription
143	Valley Reporter	22	e-subscription
144	Front Porch Forum	0	Allows postings to 23 forums in the region

Central Vermont Regional Planning Commission
FY18 Budget
As of 01/02/18

Total Expenses			\$1,684,366
145			
146	Supplies - Office		\$13,080
147	General Office	5,300	Include 1500 paint for walls and 300 transpo slope level
148	Equipment	4,630	EM laptop & monitor; ED & OM desktops & monitors
149	GIS	1,000	
150	Bottled Water	650	
151	Office Furniture	1,500	
152			
153	Supplies - Billable		\$9,820
154	ACCD	150	
155	Municipal	0	
156	Community Development	320	
157	Public Safety	0	
158	Natural Resources	450	
159	Transportation	8,900	Field supplies 1100; Bicycle counter 7000; Tablet 800
160			
161	Telephone / Internet		\$7,112
162	Telephone Lease/Service	4,820	
163	Internet Service	1,392	
164	Tablet Data Plan	900	For GPS accuracy during field work
165			
166	Travel		\$24,377
167	Administrative	4,000	VAPDA & other mtgs
168	ACCD	6,700	Municipal & State meetings; professional development
169	Community Development	3,053	Brownfields trainings/site visits/conference; energy regional outreach & local plans
170	Municipal	1,600	Municipal contract meetings & field work
171	Natural Resources	1,008	Meetings
172	Public Safety	872	Site visits, meetings, CFM continuing ed requirement
173	Transportation	7,145	TPI 5250; Better Roads inventories 450; water quality 1444
174			

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Reserve Fund

As of 01/02/18

Reasons for Reserve Fund:

- to ensure the Commission can continue to provide a useful level of services in times of tight budget years;
- to provide for emergency funds, should they be needed; and
- to ensure sufficient funding to close down, should that ever be the case.

Recommendation: **6 months minimum operating expenses**
\$427,552.07

Current Reserves: **\$26,207**
 \$26,207 Unrestricted/Unassigned - general reserves
 \$0 Unrestricted/Committed - emergency equipment purchases & other capital expenses
 \$0 Unrestricted/Committed - accrued compensated absences (liability for Vacation & Sick Leave and Compensatory Time)

Balance (+/-): (\$401,345)

Minimum Monthly Expenses:

Total	\$71,259
Equipment	\$1,667
Fringe Benefits	\$13,490
Insurance	\$126
Office Rent/Utilities	\$3,583
Other Expense	\$33
Payroll	\$39,004
Postage	\$217
Printing/Copies	\$374
Prof Services	\$8,402
Software (licenses)	\$650
Supplies Office	\$1,090
Telephone/Internet	\$593
Travel	\$2,031

Recommendations

1. During this year, contribute \$25,000 to existing reserves.
2. Recommended set aside should be reviewed annually and adjusted as needed.



MEMO

Date: December 27, 2017

To: Executive Committee

From: Bonnie Waninger, Executive Director

Re: Modification to Practice for Holding Public Hearings Required by Vermont Statute

✉ **ACTION REQUESTED:** Recommend to the Board of Commissioners that committees recommending action hold public hearings required by statute for municipal plan approvals and the regional plan.

Background

RPCs are required by Vermont Statute to hold public hearings for municipal plan approvals and adoption or amendment of the Regional Plan. CVRPC currently holds these hearings as part of Board of Commissioner meetings. This practice has the advantage of Commissioners hearing public comment. It has the disadvantage of committees making recommendations to the Commission without requesting or considering public comment. Committee meetings are noticed in accordance with Vermont Open Meeting law; however, the public is more likely to provide comment at advertised hearings.

Staff recommends modifying the Commission's practice of holding public hearings as part of Commission meetings. Specifically, staff suggests committees recommending action hold public hearings required by statute for municipal plan approvals and the regional plan. The Town Plan Review Committee would hold hearings for municipal plan approvals. The Regional Plan Review Committee would hold hearings for the Regional Plan. Minutes of the meetings would include public comment received and be available for consideration by Commissioners. The full Commission would receive notice of the hearings and Commissioners could chose to attend hearings.

For municipal plan approvals, it would be beneficial to hold hearings in the municipality of the plan being approved. Stakeholders in the municipality and its neighboring communities are the most likely to offer comments on the plan. Regional Plan adoption or amendment requires two public hearings. It would be beneficial to hold those hearings in two different parts of the region. This would encourage maximum public participation in the process.

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Executive Committee
DRAFT Minutes
December 4, 2017

Present:

<input checked="" type="checkbox"/> Julie Potter	<input checked="" type="checkbox"/> Laura Hill-Eubanks	<input checked="" type="checkbox"/> Michael Gray
<input checked="" type="checkbox"/> Dara Torre	<input checked="" type="checkbox"/> Steve Lotspeich	<input type="checkbox"/> Don La Haye
<input checked="" type="checkbox"/> Byron Atwood		

Staff: B. Waninger

Guests: Bonnie Batchelder

Chair J. Potter called the meeting to order at 4:06 pm.

Adjustments to the Agenda

B. Waninger requested a discussion about the Finance and Office Manager position if time permitted.

M. Gray requested confirmation of the January meeting date.

Public Comment

None.

Audit Presentation

B. Batchelder discussed the FY2017 audit. She said there were no issues or challenges beyond the audit happening later than anticipated as CVRPC worked to update its financial system. She said the books are in good shape; it was easier to audit; and there was more knowledge by staff in preparation. Batchelder noted CVRPC had experienced a net income loss due to changes in personnel and vacant positions, which made it difficult to bring available funds. She noted that FY18 net income is heading in the right direction. Batchelder reviewed comments related to internal controls and management letter recommendations. She recommends CVRPC automate the timesheet process and requires amendment of CY2016 W-2 and 941 to include the moving reimbursement.

At Waninger's request, Batchelder discussed product-based payments and accrual accounting. She had discussed them with the contracted accountant and noted it had an immaterial affect on the bottom line. Product based contracts are new for RPCs.

B. Atwood moved to accept the 2017 audit; L. Hill-Eubanks seconded. Motion carried.

Financial Report

L. Hill-Eubanks moved to accept the financial report; D. Torre seconded. Motion carried.

Anticipated Executive Session

None held.

ContractsWrightsville Beach Recreation District

B. Atwood moved to authorize the Executive Director to complete negotiations and sign the contract for administrative services with the Wrightsville Beach Recreation District; S. Lotspeich seconded. Motion carried.

Cross Vermont Trail Association – Waninger discussed differences between the agreement presented by CVTA, the Committee’s previous requests, and her recommendations. The Committee agreed to remove penalty clauses related to late payments as the CVTA has always paid bills. The Committee discussed whether CVRPC should continue to donate rent. It concluded that without the direct benefit of CVRPC as an employer, the full charge should encompass space and services.

L. Hill-Eubanks moved to authorized the Executive Director to complete negotiations and sign the contract with CVTA; M. Gray seconded. Motion carried.

Commissioner Handbook

Waninger will bring copies to the Commission meeting for Committee members.

Policies and Procedures

Records Retention – Waninger briefly discussed staff comments. She recommended changes under the method of archiving and minor grammar and spelling updates.

S. Lotspeich moved to adopt the Records Retention Policy as amended; M. Gray seconded. Motion carried.

Conflict of Interest – The Committee discussed conflict of interest and perceived conflict of interest as it related to Commissioner representation of town interests. The Committee requested that staff research the issue and bring back a draft policy.

Rules of Procedures –

M. Gray moved to table the discussion to January meeting; L. Hill-Eubanks seconded. Motion carried.

Commission Agenda

The Committee requested that staff send a notice about the presentation to Conservation and Planning Commissions.

B. Atwood moved to approve as presented; D. Torre seconded. Motion carried.

Consent Items

L. Hill-Eubanks moved to approve consent items as presented; S. Lotspeich seconded. Motion carried.

Finance and Office Manager Position

Waninger noted that the Commission's anticipated mid-year budget adjustment will allow it to hire an Office Manager. She discussed how staff has been backfilling critical tasks, and the tradeoffs made. She discussed process on the finance system and billing. She reviewed the previous hiring process, which required advertising the position twice, and the skill pool of candidates. Waninger recommended CVRPC create a stand-alone Office Manager position. This would be a part-time position for 16-24 hours per week. She discussed this with contracted finance staff, who noted tasks such as filing financial information and basic bill entry into QuickBooks may be appropriate tasks for the Office Manager.

B. Atwood moved to change the Finance and Office Manager position to two positions; D. Torre seconded. Motion carried.

Waninger will initiate the hiring process using a draft job description. The Committee would review and adopt the job description at its January meeting. This would allow for discussion with candidates if the description changed.

January Meeting Date

M. Gray noted the Committee's regular meeting date would fall on January 1 mtg. He requested the meeting be moved. The Committee's meeting is moved to Tuesdays when holidays occur. Waninger will confirm with members that January 2 works.

Adjourn

L. Hill-Eubanks moved to adjourn at 6:28 pm; B. Atwood seconded. Motion carried.



BOARD OF COMMISSIONERS

January 9, 2018 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>Time¹</u>	<u>Description</u>
	7:00	Adjustments to the Agenda
		Public Comments
	7:05	Conservation Design , Monica Przyperhart, VT Fish & Wildlife (enclosed) Previously requested by the Commission, this presentation discusses Vermont's efforts to implement a science-based approach to land use planning. The approach focuses conservation efforts on critical ecological areas that must remain healthy and intact to provide plants, animals, and natural resources the best chance of survival over time.
	7:35	2016 Regional Plan Update , <i>Eric Vorwald</i> (enclosed) ² Review draft energy element with a potential action to advance the draft to the hearing process when the Regional Energy Plan is ready for adoption
	8:05	Regional Energy Plan , <i>Eric Vorwald</i> (enclosed) ² Presentation and discussion; potential action to advance the draft to public hearing
	8:35	Public Hearings (enclosed) ² Executive Committee recommendation that committees recommending action hold public hearings required by statute for municipal plan approvals and the regional plan
	8:50	Meeting Minutes – November 14, 2017 (enclosed) ²
	8:55	Reports (enclosed) Updates and Commissioner questions on Staff, Executive Director, and Committee Reports
	9:00	Adjournment

¹ Times are approximate unless otherwise advertised.

² Anticipated action item.