



## EXECUTIVE COMMITTEE

December 2, 2019

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

### Page AGENDA

- 4:00<sup>1</sup> Adjustments to the Agenda**  
**Public Comment**
- 3 **4:05 Financial Report** (enclosed)<sup>2</sup>
- 6 **4:15 Contract/Agreement Authorization** (enclosed)<sup>2</sup>
- 10 a) Chittenden County Regional Planning Commission – Tactical Basin Planning FY20
- 37 b) VT Department of Public Safety – Emergency Management Performance Grant (EMPG) 2020 Advance Notice to Proceed
- 39 c) VT Department of Public Safety – Emergency Management Performance Grant (EMPG) 2020
- 60 d) Southern Windsor County Regional Planning Commission – Clean Water Block Grant Pouliot Amendment 2
- 61 e) City of Barre - Pouliot Stormwater Mitigation Amendment 2
- 63 **4:25 Health Insurance, Nancy Chartrand, Office Manager** (enclosed)<sup>2</sup>  
Set CY2020 health insurance benefit
- 65 **4:55 Clean Water Advisory Committee** (enclosed)
- 68 **5:25 Executive Director Annual Evaluation** (enclosed)  
Review process and set schedule
- 69 **5:35 Strategic Plan FY20 Action Progress Review** (enclosed)  
09/30 quarterly review of progress (previously tabled)
- 72 **5:40 Consent Items** (enclosed)<sup>2</sup>
- a) Meeting Minutes – November 4, 2019
- 76 **5:45 Commission Meeting Agenda** (enclosed)<sup>2</sup>

<sup>1</sup> All times are approximate unless otherwise advertised

<sup>2</sup> Anticipated action item

Approve or adjust draft agenda. Input on upcoming agendas.

**6:00 Adjourn**

**Next Meeting: Monday, January 6, 2020**

Persons with disabilities who require assistance or special arrangements to participate in programs or activities are encouraged to contact Nancy Chartrand at 802-229-0389 or [chartrand@cvregion.com](mailto:chartrand@cvregion.com) at least 3 business days prior to the meeting for which services are requested.



## MEMO

Date: November 25, 2019  
To: Executive Committee  
From: Bonnie Waninger, Executive Director  
Re: Financial Report - Wage Summary

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**✉ ACTION REQUESTED:** No action is required.

This Wage Summary provides information regarding staff wage adjustments as required by CVRPC's Personnel Policy. The Executive Committee determines the compensation of the Executive Director. The Executive Director determines wage adjustments for other staff within the approved compensation pool budget and wage range for each position and reports adjustments to the Executive Committee.

### Background

In 2015, both the Personnel Policies Committee and the Executive Committee asked whether CVRPC staff are paid appropriately. The Personnel Policies Committee developed a salary range analysis to respond to wage-related questions. The Committee's analysis indicated that most, but not all, CVRPC positions were paid competitively.

### Progress

In 2016, CVRPC adopted a new Personnel Policy Manual that:

- established wage ranges for all position with a recommendation to review those ranges every two years, and
- recognized the potential for developmental increases within a position-level, supplemental pay for extra responsibilities, and year-end bonuses for special Contributions.

Over the past four years, CVRPC:

- worked to update pay for the Executive Director, GIS Senior Planner, and Program Manager positions;
- worked to maintain competitive pay for other positions; and
- increased benefits to address competitiveness in compensation as well as wages.

These actions resulted in CVRPC maintaining or bringing most positions into the mid-range of the RPC salary survey for comparable experience and responsibilities through 2018.

### Today

The 2019 RPC salary survey showed that CVRPC lost ground as workforce market forces continue to drive wages higher. When new hires are brought in at higher salaries, organizations must provide comparative increases for existing employees to avoid creating resentment and inciting turnover.

CVRPC last updated its wage ranges on December 12, 2018. The Chittenden County Regional Planning Commission is completing a compensation study in 2020. It has volunteered to share the results with all RPCs. This study can inform CVRPC's next wage range update.

### Trends

Wages are increasing due to a labor shortage. The US workforce (people aged 20-60) saw its all-time high at the 1990 Census at ~20 million. It declined to ~14 million in 2010 and is projected to be ~5 million in 2020 and ~1.5 million in 2030. This increasing labor shortage has:

- created increased competition for employees,
- increased employee turnover (due to mobility), and
- resulted in new hires requesting increasingly higher wages.

In New England, the New England Employment Cost Index, published by the US Department of Labor Bureau of Labor statistics, indicated wages and salaries have increased by 4.6% in New England from June 2018 to June 2019. Total compensation increased by 4.0% during this time.

Vermont's seasonally-adjusted statewide unemployment rate for September 2019 was 2.2%. The Barre-Montpelier Labor Market Area's rate was 2.3%. Vermont is considered to be at "full employment," meaning everyone who wants a job can have work hours they need. Essentially, the idea of full employment is that so few workers are available that companies need to begin raising wages to attract help.

This trend is expected to continue at least through 2030, when the majority of baby boomers have retired and the economy has adjusted for fewer consumers.



## Wage History by Employee

As of 11/04/19

Employee	Employment Start Date	Current Position	07/01/15	07/01/16	04/03/17	07/01/17	08/18/17	07/09/18	07/01/19	11/04/19	01/01/20	Change Over Time	Average
Andrews, Ashley	04/18/08	Planner	\$40,859	\$41,268	\$42,000	\$42,000	\$43,050	\$43,050	\$43,911			7%	1.9%
Chartrand, Nancy <sup>1</sup>	03/26/18	Office Manager						\$52,000	\$53,040			2%	1.3%
Currier, Dan	06/07/04	Program Manager	\$52,808	\$54,932	\$58,000	\$58,000	\$59,740	\$59,740	\$61,741			17%	4.2%
DeAndrea, Pam	03/16/17	Senior Planner				\$52,000	\$53,040	\$55,724	\$57,730			11%	4.4%
Maia, Zachary	02/26/19 PT 05/20/19 FT <sup>3</sup>	Assistant Planner							\$36,000 \$39,665		\$42,000	17%	16.7%
Rock, Clare <sup>2</sup>	09/20/17	Senior Planner					\$53,500	\$55,000	\$57,480			7%	3.7%
Vinson, Grace	11/04/19	Planner								\$48,000		-	-
Waninger, Bonnie	04/20/15	Executive Director	\$77,000	\$78,540		\$80,896		\$84,132	\$88,339			15%	3.3%

<sup>1</sup>28 hours/week; salary annualized for Full Time Equivalent<sup>2</sup>30 hours/week; salary annualized for Full Time Equivalent<sup>3</sup>Earned Bachelor's degree.

## Wage Comparison

As of 10/28/19

Employee	Employment Start Date	Position Range	Salary 07/01/19	FY19 VAPDA Salary Survey			Factors Affecting Current VAPDA Salary Range
				Median	Mean	Range	
Andrews, Ashley	04/18/08	\$40,000-\$58,000	\$43,911	\$44,795	\$44,795	\$43,911-\$45,679	Limited number of GIS Planners vs Sr. Planners
Chartrand, Nancy <sup>1</sup>	03/26/18	\$40,000-\$55,000	\$53,040	\$41,496	\$42,930	\$36,065-\$53,040	Category includes Administrative Assistants
Currier, Dan	06/07/04	\$55,000-\$67,500	\$61,741	\$64,125	\$66,812	\$48,500-\$90,000	Years experience; Number of employees supervised
DeAndrea, Pam	03/16/17	\$50,000-\$70,000	\$57,730	\$66,162	\$68,314	\$57,730-\$81,000	Years in RPC GIS position
Maia, Zachary	02/26/19 PT 05/20/19 FT <sup>3</sup>	\$38,000-\$45,000	\$39,665	\$39,270	\$36,921	\$39,270-\$40,000	One RPC has a very low AP salary
Rock, Clare <sup>2</sup>	09/20/17	\$50,000-\$70,000	\$57,480	\$65,000	\$64,683	\$40,000-\$81,000	Years at RPC; Years in position; Years experience
Vinson, Grace	11/04/19	\$40,000-\$58,000	\$48,000	\$46,927	\$48,041	\$32,784-\$58,170	Years of experience; RPC of employment
Waninger, Bonnie	04/20/15	\$75,000-\$100,000	\$88,339	\$97,792	\$99,266	\$76,107-\$124,000	Years in position; RPC of employment

<sup>1</sup>28 hours/week; salary annualized for Full Time Equivalent<sup>2</sup>30 hours/week; salary annualized for Full Time Equivalent



## MEMO

Date: November 25, 2019  
To: Executive Committee  
From: Bonnie Waninger, Executive Director  
Re: Contract/Agreement Approvals

### GRANTS & SERVICE AGREEMENTS

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

#### Chittenden County Regional Planning Commission – Tactical Basin Planning FY20

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

**Scope of Work:** Provide coordinated outreach regarding the Vermont Clean Water Act (Act 64) and RPC Tactical Basin Planning support. Specific activities include:

- 1) Tactical Basin Plan development and review assistance for the Lamoille (Basin 7) and Stevens, Well, Waits, Ompompanoosuc (Basin 14) river basins.
- 2) Tactical Basin Plan implementation assistance, including: state and municipal coordination, municipal outreach and education, municipal plans/bylaws, sector based assessments and follow-up, and project co-benefit analysis, , and
- 3) program oversight and reporting,

**Funding:**

Grant Amount: \$26,884 (state funds)  
Match Amount: None.

**Performance Period:** 10/01/19 – 09/30/20

**Staff:** Pam DeAndrea (primary), Grace Vinson, Zachary Maia, Nancy Chartrand, Bonnie Waninger.

**Vermont Department of Public Safety – (two documents)**

- 1) **Emergency Management Performance Grant FFY19 Advanced Notice to Proceed**
- 2) **Emergency Management Performance Grant FFY19**

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign the Advance Notice to Proceed Form and the grant agreement.

**Scope of Work:**

- 1) Work with municipalities to update and submit Local Emergency Management Plans and to exercise those plans.
- 2) Provide technical assistance and overall regional/statewide coordination for emergency preparedness, response, mitigation, and long-term recovery.
- 3) Train and prepare RPC staff to assist the State to ensure an appropriate state-wide level of emergency response can be maintained.

**Funding:**

Grant Amount: \$55,485 (federal funds)

Match Amount: \$55,485

Match Source: Cash-in-kind through State Allocation (ACCD)

**Performance Period:** 10/01/19 – 09/30/20

**Staff:** Grace Vinson (primary), all other staff contribute to specific activities.

**Note:** The Advance Notice to Proceed allows CVRPC to charge to the grant prior to the grant agreement being signed.

**Southern Windsor County Regional Planning Commission – Clean Water Block Grant Pouliot Amendment 2**

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

**Scope of Work:** Deliver the Clean Water Block Grant program to the City of Barre for the Pouliot Avenue Stormwater Mitigation project. CVRPC activities include project management and program administration tasks. Project management assistance includes insuring permits are obtained; insuring procurement policies are used; securing an Operations and Maintenance Agreement; assisting with hiring contractors; participating in meetings; and reporting. Program administration includes conducting financial management and insuring completion of progress reports and other required documentation.

**Funding:**

Grant Amount: ~~~\$192,240~~ ~~~\$183,254~~ \$187,732 (state funds)

Match Amount: 20 % of design and construction costs (City of Barre cash and in-kind services)

**Performance Period:** 10/01/17 – 12/31/19

**Staff:** Pam DeAndrea

**Note:** The project is complete. This after-the-fact amendment reflects the final design and construction value in accordance with the CWBG program and available funding.

## CONTRACTS

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

### Barre City – Pouliot Avenue Stormwater Mitigation Amendment 2

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

**Scope of Work:** Provide program management services for the City's Pouliot Avenue Stormwater Mitigation project funded through the Clean Water Block Grant program.

**Funding:**

Contract Amount: ~~\$144,000~~ \$127,215

Match Amount: 20 % of design and construction costs (City of Barre cash and in-kind services)

**Performance Period:** 10/01/17 – 12/31/19

**Staff:** Pam DeAndrea

**Note:** The project is complete. This after-the-fact amendment reflects the final design and construction value in accordance with the CWBG program and available funding.

## FOR INFORMATION ONLY

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

### MEMORANDA OF AGREEMENT RECEIVED

A Memorandum of Agreement (MOA) is a document written between parties to cooperatively work together on an agreed upon project or to meet an agreed upon objective. The purpose of an MOA is to have a written formal understanding of the agreement between parties. An MOA details the obligations and commitments of the parties and allocates and minimizes each party's risks. It can be referred to as a contract and is legally binding. CVRPC requests that municipalities and project partners making match commitments sign an MOA with CVRPC when CVRPC applies for funding and a municipality or partner

commits to providing match to the project. When in-kind match is involved, the MOA commits the in-kind match partner to provide cash match if the partner is unable to meet its in-kind match. This reduces CVRPC's risk of needing to cover a partner's match with CVRPC cash or in-kind services should the partner be unsuccessful in meeting its match commitment.

### **Vermont Agency of Human Services – AmeriCorps VISTA Member**

**Scope of Work:** Act as Host Site for an AmeriCorps VISTA member to perform services to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the project application and project plan. CVRPC-defined activities include:

- **Energy:** Increase the number of volunteers working to implement energy programs by planning and facilitating quarterly roundtables of local energy committees and identifying and developing tools and templates that support their work and regional energy implementation.
- **Transportation:** Recruit volunteers to a Bus Buddy program and team with CVRPC senior staff to develop an orientation and training program for the volunteers and Bus Buddy participants. Support other CVRPC transportation initiatives that foster transit ridership, carpooling, walking, and bicycling.
- **Housing:** Increase actions municipalities take to encourage development of affordable housing through development of a Central Vermont Housing Guide, assessing current municipal activities, creating an action resource guide, and updating CVRPC's municipal water and wastewater inventory.
- **Childcare:** Increase actions municipalities take to encourage development of quality, affordable childcare services by building an "idea guide" based on current and potential municipal plans actions, teaming with CVRPC staff and partners to develop a childcare access analysis, and presenting the analysis and guide at a planning and zoning roundtable and in other venues.
- **Wireless and Broadband:** Using methods, equipment, and data available from the Vermont Department of Public Service, conduct a driving assessment of mobile wireless service for interested municipalities and facilitate the assessment's integration into planning efforts. Review broadband data available for the region and use crowd sourcing tools to verify its accuracy.

**Funding:**

Contract Amount: \$5,000

Funding Source: State Allocation Funds (ACCD)

**Performance Period:** 08/19/19 – 07/31/20

**CVRPC Staff:** Bonnie Waninger

**CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION  
STANDARD SUB-GRANT AGREEMENT  
With CENTRAL VERMONT REGIONAL PLANNING COMMISSION  
AGREEMENT# CVRPC\_WQ\_FY20**

1. Parties: This is an Agreement for services between the Chittenden County Regional Planning Commission, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 110 West Canal Street, Suite 202, Winooski, Vermont 05404-2109, (hereinafter called "CCRPC") and Central Vermont Regional Planning Commission with its principal place of business at 29 Main Street, Suite 4, Montpelier, VT 05602 (hereinafter called "Subgrantee"). It is the Subgrantee responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subgrantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Subgrant Agreement is to provide coordinated outreach regarding the Vermont Clean Water Act (Act 64) and RPC Tactical Basin Planning Support. The Subgrantee's Scope of Work is listed in Attachment A. The Subgrantee's Budget is detailed in Attachment B.
3. Maximum Amount: In consideration of the services to be performed by Subgrantee, the CCRPC agrees to pay Subgrantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$26,884.
4. Agreement Term: The period of Subgrantee's performance shall begin on October 1, 2019 and end on September 30, 2020. 90-day pre-award costs may be eligible for reimbursement subject to a determination by the Vermont Department of Environmental Conservation.
5. Source of Funds: State funds.
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the CCRPC and Subgrantee.
7. Cancellation: This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.
8. Contact persons for this grant agreement:

CCRPC: Dan Albrecht

P: (802) 846-4490

E: dalbrecht@ccrpcvt.org

SUBGRANTEE: Pam DeAndrea

P: (802) 229-0389

E: deandrea@cvregion.com

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

Attachment A – Scope of Work to be Performed  
Attachment B - Payment Provisions  
Attachment C – Standard State Grant Provisions  
Attachment D – Other Grant Agreement Provisions  
Attachment E - CCRPC Additional Provisions

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

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

CHITTENDEN COUNTY  
REGIONAL PLANNING COMMISSION

SUBGRANTEE

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

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

Name: Michael O'Brien

Name: Bonnie Waninger

Title: CHAIR

Title: Executive Director

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

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

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

**See attached letter from Subgrantee detailing eligibility, assigned staff, required & optional tasks to be implemented & budget.**

**Included as well is a Monthly Report Template extracted from the overall FY20-TBP-001 Agreement between CCRPC and the State.**





October 30, 2019

Charlie Baker, Executive Director  
Chittenden County Regional Planning Commission  
110 West Canal Street, Suite 202  
Winooski, VT 05404

Dear Charlie,

We are pleased once again to work with the CCRPC and other VAPDA members to implement Tactical Basin Planning Services. The following information addresses the Eligibility and Scope of Work outlined in the RFP issued by the Vermont DEC's Clean Water Initiative Program and the Monitoring, Assessment and Planning Program.

#### **ELIGIBILITY STATEMENT**

The CVRPC team has extensive experience working with the public and water quality partners in the tactical basin planning process. From 2015 through 2016, CVRPC staff assisted in the development of the **2016 Lamoille Tactical Basin Plan** and provided outreach to those towns in our region in the Lamoille River Watershed. During the past two fiscal years, CVRPC has had a key role in the development in the **Winooski Tactical Basin Plan** and the **White River Tactical Basin Plan** by providing the basin planner with priority projects, conducting outreach presentations on the basin planning process, and assisting in grant application development for project implementation. To help with communication on water quality issues in the region, the CVRPC formed a Clean Water Advisory Committee (CWAC) that meets monthly and is comprised of representatives from the Board of Commissioners, municipalities, watershed groups, and the Winooski Natural Resources Conservation District.

The CVRPC communicates and collaborates regularly with member municipalities on water quality related issues, from stormwater to municipal roads general permit. With Ecosystem Restoration Program (ERP) grant application rounds and Clean Water Block Grant Program, CVRPC assists municipalities interested in grants funds with their applications. CVRPC maintains a strong partnership with three regional watershed organizations, the Winooski Natural Resources Conservation District (WNRCD), the Friends of the Winooski River (FWR), and the Friends of the Mad River (FMR). They have complementary capabilities that can improve the Tactical Basin Planning process in Central Vermont. We have partnered with them previously on river corridor plans, stormwater master plans, stormwater implementation projects, Basin planning, and headwaters forest management.

CVRPC is quite familiar with the state's water quality priorities, rules and regulations. Our staff have provided outreach to communities on various regulations through the Clean Water Act. Workshops

we've conducted included the Clean Water Act, Municipal Roads General Permit, Class 4 Road BMP implementation, the Winooski Tactical Basin Plan, and River Corridor Planning.

On a weekly basis, the CVRPC emails its outreach events and recent news including water quality information to approximately 200+ municipal and organizational contacts. CVRPC's newsletter is distributed quarterly and includes information about key projects and updates to water quality rules. Targeted emails are used when appropriate. CVRPC also uses social media such as Facebook and our website to advertise events and news.

**The overall Lead Staff and Point of Contact for the Central Vermont Regional Planning Commission (CVRPC) as part of this VAPDA proposal will be: Pam DeAndrea, Senior GIS Planner.**

Pam has been directly involved in the management and execution of the first four iterations of the Tactical Basin Planning project; the CW2016-TBP-001, 2017-TBP-001, 2018-TBP-001, and 2019-TBP-001 Grant Agreements between DEC and the Regional Planning Commissions.

Previously, Pam was employed as the GIS Planner at the Lamoille County Planning Commission where she worked very closely with Danielle Owczarski of the DEC to aid in the development of the **2016 Lamoille Tactical Basin Plan**. Since joining CVRPC in March 2017, she has been working with Karen Bates of the DEC in the development and implementation of the **2018 Winooski Tactical Basin Plan** and with Danielle Owczarski on the **2018 White River Tactical Basin Plan**. As part of this effort, Pam has conducted many outreach events on the Winooski Basin Plan including bringing the standardized presentation to Planning Commissions and Select Boards in the region and the CVRPC Board of Commissioners.

Over the past two years, Pam has staffed and assisted CVRPC's Clean Water Advisory Committee (CWAC), which includes members from municipalities, watershed groups, and the Winooski Natural Resource Conservation District. This committee meets monthly and has been very involved in review and commenting on the Tactical Basin Plans as well as participating in project implementation initiatives. The CWAC will serve as the key outreach and coordination group for water quality outreach and Tactical Basin Plan project implementation prioritization.

Throughout her career, Pam has managed and continues to manage water quality and natural resources projects, including:

Kingsbury Branch/Mad River Stormwater Master Planning - \$140,530 VT DEC Clean Water grant, August 2017 through June 2019.

Barre Town, Barre City, and Plainfield Stormwater Master Plan - \$95,641 VT DEC Clean Water grant, September 2016 through December 2017.

Berlin Stormwater Master Plan - \$45,248 VT DEC Clean Water grant, September 2016 through December 2017.

Mad River Corridor Plan - \$27,878 VT DEC Clean Water grant, June 2016 through June 2018.

Northfield Water Street Stormwater Implementation - \$559,385 VT DEC Clean Water Grant, January 2018 through December 2019.

Pouliot Avenue Stormwater Mitigation in Barre - \$183,254 VT DEC Clean Water Block Grant, October 2017 through December 2019.

Stormwater Final Designs Berlin, VT - \$49,954 Lake Champlain Basin Program, September 2018 through June 2020.

Numerous Stream Geomorphic Assessments and River Corridor Plans in Vermont and New Hampshire from 2004 through 2015.

Pam earned an M.S. in Water Resources from the University of Vermont, Rubenstein School of Environment and Natural Resources, and a B.S. in Environmental Geology from SUNY New Paltz. She obtained her Certified Floodplain Manager credentials in November 2016. Prior to her work with regional planning commissions, Pam worked several years in the private sector consulting. She invested 10 years as an Environmental Scientist/GIS Specialist at Bear Creek Environmental in Montpelier, VT. While there, she conducted several Stream Geomorphic Assessments and developed River Corridor Plans for various clients, including municipalities. Pam worked seven years with Stone Environmental, Inc. in Montpelier, VT where she helped to pioneer GIS watershed characterization as part of national herbicide/pesticide runoff studies and phosphorus loading studies in Vermont.

Overall Project Oversight will be provided by **Bonnie Waninger, Executive Director**. Having joined CVRPC in 2015, Bonnie Waninger is leading the Commission's strategic change to engage municipalities, citizens, and business owners more fully in decision making about Central Vermont's future. She served as Executive Director of the Lamoille County Planning Commission for eight years. While there, she led efforts to increase the working partnership between the regional planning and regional development organizations and to develop a comprehensive regional plan anchored in the region's economic and natural resource values. As Assistant Director and Special Projects Planner for the Northwest Regional Planning Commission, she launched the Commission's hazard mitigation, green infrastructure, and brownfields programs. Other previous positions include Recreation Director for the Town of Jericho, VT; Landscape Architect and Outdoor Recreation Planner for the National Park Service Rivers, Trails, and Conservation Assistance program; Forestry Volunteer for the United States Peace Corps, and Landscape Architect in the private sector. She earned dual bachelor's degrees in Landscape Architecture and Environmental Design from Ball State University. She is a 2008 graduate of the Snelling Center for Government's Vermont Leadership Institute.

Fiscal management of the Agreement will be provided by **Nicole Sancibrian, CPA, CVRPC's contracted Accountant**. With 20 years of experience as a Certified Public Accountant, Nicole is responsible for all aspects of accounting for CVRPC. She is a QuickBooks expert with knowledge of GAPP, GAAS, and GAGAS/Yellowbook, and expertise in financial statement preparation and auditing procedures, including evaluating internal control systems to discover weaknesses and provide suggestions for improvement and audits for compliance with Federal grant requirements. She also serves as contracted financial manager for the Lamoille County Planning Commission.

Other CVRPC staff including Senior Planners and Assistant Planners will also work on this project for municipal planning assistance, outreach, basin planning, and project implementation activities.

### How CVRPC's Regional Plan addresses - 24 V.S.A. §4302 and - 24 V.S.A. §4348a(a)(6)(B)

**Regional Plan:** CVRPC's Regional Plan was adopted in 2016. The Plan's policies and strategies address:

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

The Land Use element of CVRPC's Regional Plan includes a section on resource protection including surface waters. CVRPC is dedicated to improving the quality of the surface water resources in our region including shoreland protection, river corridor planning and protection, enhancing stream buffers, flood resiliency efforts, conservation easements, stormwater management and helping communities to identify projects to help address the Lake Champlain TMDL. CVRPC conducts outreach with its member municipalities and assists them to achieve the policies under Goal 1: *"To promote sound management, conservation and use of the Region's natural resources."* The following policies outline the specific areas of focus for surface water quality protection in the Central Vermont Region.

Goal 1 Policy 3: *"Support the betterment of surface water quality in the Region."*

Goal 1 Policy 4: *"Encourage enhanced educational opportunities on watershed functions, protection and restoration, particularly those targeted to youth."*

Goal 1 Policy 5: *"Avoid or limit development and investment in identified flood hazard areas. Where established economic and institutional centers exist, development in these centers shall adhere to strict floodplain management standards to minimize flood damage and public safety risk."*

Goal 1 Policy 6: *"Improve flood resilience planning, education and outreach activities to create a citizenry aware of flood risks, potential costs, and actions that can serve to reduce risk and future property loss."*

The most recent direct experience in basin planning outlined above as well as the staff credentials noted in Criteria #1 make CVRPC an ideal candidate to complete the required tasks. Details regarding our abilities to carry out the tasks in the proscribed Scope of Work are show below.

The CVRPC will carry out the required tasks [and selected optional tasks as noted] and implement the applicable deliverables as delineated for each Task in the Scope. Additional details on the planned approach of the CVRPC is noted where appropriate.

### **IMPLEMENTATION OF THE SCOPE OF WORK**

The CVRPC agrees to complete the tasks outlined in the attached Scope of Work and commit to implement the following applicable deliverables for each sub-task:

**Task 1 Tactical Basin Planning**

1a. Draft Basin Plan Development	Lamoille (7), & Stevens, Well, Waits, Ompompanoosuc (14)	Yes
1b. Draft Plan Review	Lamoille (7), & Stevens, Well, Waits, Ompompanoosuc (14)	Yes

**Tasks 2 Tactical Basin Plan Implementation**

2a. State and Municipal Coordination	Required	Yes
2b. Municipal Outreach and Education	Required	Yes
2c. Municipal Plans/Bylaws	Required	Yes
2d. Sector Based Assessments and Follow-up	Optional	Yes
2e. Project Co-Benefit Analysis	Required	Yes
<b>Task 3 Program Oversight and Reporting</b>	Deliverables 4-8, Required	Yes

The CVRPC looks forward to working with the Agency of Natural Resources to educate our member municipalities and the public to improve and safeguard Vermont's waters.

Sincerely,



Bonnie Waninger  
Executive Director



## FY20-TBP-001 Monthly Report Form

<b>Spell out RPC name and keep highlighted</b>	<b>2020-RPC TBP Basin Planning</b>
<b>Monthly Progress Report</b>	<b>Month: Type in and keep highlighted</b>
<b>To: First Last, DEC [ type in coordinator(s) ]</b>	<b>Prepared by: First Last</b>
<b>CC: <a href="mailto:dalbrecht@ccrpvt.org">dalbrecht@ccrpvt.org</a></b>	<b>Date submitted: XX/XX/2019</b>

<b>TASK and DELIVERABLES</b> <i>Deliverables denoted with asterix (*) may be reported via monthly report.</i>	<b>Activities/Actions</b>
<b><u>1a. Draft Basin Plan Development</u></b> <ol style="list-style-type: none"> <li>1. Provide a written summary report* of municipal and Subgrantee comments and input to the watershed coordinator.</li> <li>2. Host or participate in tactical basin planning meetings with the basin planner, key partners and municipalities to discuss targeted water quality issues and opportunities to address these where the RPC has expertise. Support existing or form new advisory committee(s) that includes municipalities, conservation districts, watershed groups, and other interested parties to provide recommendations regarding TBPs and related water quality issues. Provide meeting summary(ies), list of actions/ outcomes, and list of attendees or provide meeting minutes.</li> <li>3. Provide summary(ies) of municipal and regional water quality priorities will be provided to the DEC Watershed Coordinator*</li> <li>4. Report on (and provide maps of, where relevant) <u>municipal</u> water quality related assessment data that may inform the assessment chapters of each TBP as it pertains to water quality related flood readiness, hazard mitigation, and transportation planning.</li> <li>5. Provide recommendations* for municipal zoning actions to be included in tactical basin plans to the watershed coordinator.</li> <li>6. Provide list(s) of towns who are either in the queue or currently undertaking revision(s) to Town Plans and/or Zoning Regulation(s) within the Tactical Basin Plan (TBP) cycle, and identify opportunities for water quality provisions. (only Basins in the planning phase for FY20).</li> <li>7. Update and report on project status and priorities for use in updating the</li> </ol>	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> <li>6.</li> <li>7.</li> </ol> <p><b>* Monthly (by the last calendar date for each work week within each month), or at the behest of the State or sub-grantee</b></p>

<b>TASK and DELIVERABLES</b> <i>Deliverables denoted with asterisk (*) may be reported via monthly report.</i>	Activities/Actions
<p>forthcoming implementation tables. Assemble notes from discussions with <u>municipalities</u> during this process and provide them to the DEC Watershed Coordinator.</p> <p>*These deliverables may be incorporated into the monthly progress reports described in Task 2.a or meeting minutes may also suffice as a report.</p>	
<p><b><u>1b. Draft Plan Review</u></b></p> <ol style="list-style-type: none"> <li>1. Provide State press release(s) to local and regional media outlets and municipalities and provide public notice of the draft tactical basin plans public meeting(s). Report on attendees and comments received (only Basins in the planning phase for FY20). The Subgrantee shall provide board recommendations to the Secretary. Subgrantee will provide a copy of the press release.</li> <li>2. Provide a written analysis and formal recommendation(s) (including comments) from their Board of Commissioners on conformance of the draft Tactical Basin Plan(s) with the goals and objectives of applicable regional plans to each relevant Basin Planner.10 VSA Sec. 1253(d)(2)(g).</li> <li>3. Conduct the conformance review process (per the aforementioned deliverable) – in coordination with DEC Watershed Coordinators by sharing draft and final letters with the other sub-awardees to get to as consistent a format as possible.</li> </ol>	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol> <p><b>* Monthly (by the last calendar date for each work week within each month), or at the behest of the State or sub-grantee</b></p>
<p><b><u>2a. State and Municipal Coordination (Required)</u></b></p> <ol style="list-style-type: none"> <li>1. Meet as needed with partner organizations and their respective DEC Watershed Coordinator for each region in order to coordinate on TBP activities (related activities include those identified through Act 64 as well as the Champlain, Connecticut, and Memphremagog TMDLs). Region in this instance is defined as a watershed or sub-watershed scale. Regional coordination meetings (either in person or via teleconference or web interface) should occur: (1) at the behest of either the Subgrantee and/ or basin planner, or (2) at most on a monthly schedule.</li> <li>2. Provide a written progress report on municipal outreach, basin planning priorities, and opportunities/ challenges</li> </ol>	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol> <p><b>1. As needed</b></p> <p><b>2. Monthly progress reports will serve as a reporting mechanism for those tasks denoted by an asterisk (*) identified herein.</b></p> <p><b>3. Written comments submitted to the (5) Watershed Coordinators</b></p>



<b>TASK and DELIVERABLES</b> <i>Deliverables denoted with asterisk (*) may be reported via monthly report.</i>	<b>Activities/Actions</b>
<p>encountered during basin planning and project development/ implementation processes*. Provide the progress report to each DEC Watershed Coordinator on a monthly basis that will include the aforementioned updates described above as well as progress made on other tasks included in this grant agreement. The monthly progress reports will serve as a reporting mechanism for those tasks.</p> <p>3. Participate in discussions on the development of draft methodologies or guidance for Clean Water Service Providers when DEC provides drafts for review and participate in relevant training or information sessions for prospective Clean Water Service Providers. Subgrantee will participate in any training or information sessions for prospective Clean Water Service Providers. Subgrantee will provide comments in writing to the designee of DEC.</p>	
<p><b><u>2b. Municipal Outreach and Education (Required)</u></b></p> <ol style="list-style-type: none"> <li>1. Document dates and specific staff participating in State-sponsored training.</li> <li>2. Document in nForm the dates and attendees of presentations provided or hosted by the Grantee.</li> <li>3. Provide a link to DEC's webpage on its website.</li> <li>4. Provide at least four blog posts in the State's blog entitled "FLOW" describing activities undertaken or meetings held under this agreement particularly as related to the basin plan process</li> <li>5. Provide targeted outreach to municipalities with impaired, altered, or stressed waters - these target areas can be identified by Watershed Coordinators</li> <li>6. Provide a monthly report to the State (relevant Watershed Coordinator) regarding municipal coordination and outcomes (*).</li> <li>7. Report on efforts to provide municipalities any needed technical assistance or outreach to advance TBP priorities or projects not addressed below towards implementation(*).</li> </ol>	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> <li>6.</li> <li>7.</li> </ol> <p><b>1.–5. As needed</b></p> <p><b>6.–7. Monthly progress reports will serve as a reporting mechanism for those tasks denoted by an asterisk (*) identified herein</b></p>
<p><b><u>2c. Municipal Plans/Bylaws (Optional)</u></b></p>	

<b>TASK and DELIVERABLES</b> <i>Deliverables denoted with asterix (*) may be reported via monthly report.</i>	<b>Activities/Actions</b>
<ol style="list-style-type: none"> <li>1. Provide a summary of activity (meetings and progress) with interested municipalities in their region. Any public meetings or workshops shall be documented in DEC's nForm portal (see Attachment D).</li> <li>2. Deliver suggestions for River Corridor map revisions for their regions to DEC's Rivers Program.</li> <li>3. Post at least one good example of plan element or bylaw section language to appropriate websites (flood ready, ANR, Vermont Planning Information Center, as well as the Grantee's).</li> </ol>	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol> <p><b>As needed</b></p>
<p><b><u>2.d Sector-Based Assessments and Follow-up (Optional)</u></b></p> <ol style="list-style-type: none"> <li>1. Report on the municipalities engaged in Stormwater Master Plans (SWMP) in their region and will(*).               <ol style="list-style-type: none"> <li>a. report on applications for SWMP funding, including where RPCs are providing technical support,</li> <li>b. the agreed timeline for conducting master planning,</li> <li>c. the SWMP template to be followed, and</li> <li>d. any barriers to executing the stormwater master planning work.</li> </ol> </li> <li>2. Report on work with municipalities to prepare and submit grant applications to implement priority projects from their SWMP(*).</li> <li>3. Report on efforts to provide municipalities any needed technical assistance or outreach to advance SWMP projects towards implementation(*).</li> <li>4. Provide documentation of any assistance requested and provided for compliance with the developed lands general permit and/or the municipal separate storm sewer system permit.</li> </ol>	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol> <p><b>*These deliverables may be incorporated into the monthly progress reports described in Task 2.d. or meeting minutes may also suffice as a report.</b></p>
<p><b><u>2e. Project Co-Benefit Analysis (Required):</u></b></p> <ol style="list-style-type: none"> <li>1. Participate in the Project Prioritization Process in coordination with the State, relevant staff and municipalities to inform State grant funding (primarily for Ecosystem Restoration Grant Program and Block Grants) decisions with local and regional co-benefits around flood</li> </ol>	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> </ol>

<b>TASK and DELIVERABLES</b> <i>Deliverables denoted with asterix (*) may be reported via monthly report.</i>	<b>Activities/Actions</b>
<p>readiness, hazard mitigation, transportation planning, and/or other socio and economic considerations concurrent with each respective basin planning processes (per 10 VSA 1253(d)(3)(D)).</p> <ol style="list-style-type: none"> <li>2. Contribute specific project data regarding “Tier 1” projects priorities for elements that inform pollution reduction estimates. “Tier 1” projects are those necessary to meet requirements of federal and state-required clean water plans, known as TMDLs, compliance with Act 64 of 2015, and the 2016 Combined Sewer Overflow Policy. Eligible projects include both conceptual design and engineering plans that estimate pollution reductions (i.e., nutrients and sediment only).</li> <li>3. Report on the number of projects in the Watershed Project Database (WPD) for which the Subgrantee has provided additional information to aid DEC in incorporating local and regional priorities.</li> </ol>	<p><b>As needed</b></p>
<p><b><u>Task 3 Program Oversight</u></b></p> <ol style="list-style-type: none"> <li><del>1. CCRPC shall negotiate and execute the statewide contract.</del></li> <li><del>2. CCRPC shall negotiate sub-awards with the other 10 RPCs.</del></li> <li><del>3. CCRPC shall develop and provide a press release template to be used by all subgrantees.</del></li> <li>4. The subgrantees will provide an updated eligibility statement.</li> <li>5. CCRPC and subgrantees will propose ten sub-awards negotiated for State approval with task budget estimates.</li> <li>6. CCRPC and subgrantees shall retain correspondence between the Subgrantee and State regarding administration of this agreement.</li> <li>7. CCRPC will document the results of its work under each task in a consistent statewide format to indicate the value of the effort using the deliverable provided in Schedule A. The Subgrantee will collate similar documentation from the other 10 RPCs and deliver them in a standardized format to the State. The sub-grantees will submit monthly progress reports (*) to the Subgrantee and to their applicable DEC Watershed Coordinator and will submit quarterly invoices to Subgrantee within 30 days of the end of time period.</li> </ol>	<ol style="list-style-type: none"> <li>1. n/a</li> <li>2. n/a</li> <li>3. n/a</li> <li>4.</li> <li>5.</li> <li>6.</li> <li>7.</li> </ol>

<b>TASK and DELIVERABLES</b> <i>Deliverables denoted with asterix (*) may be reported via monthly report.</i>	<b>Activities/Actions</b>
<p>8. Each subSubgrantee will serve as a host site for the Clean Water Initiative program's project implementation signs that will be available for installation by CWIP (e.g., ERP) grant awardees for the construction phase of Clean Water Program funded projects. These signs shall be returned to each host site upon completion of the construction phase of each project. Grant recipients implementing State-funded Clean Water Projects that meet the threshold criteria will be responsible for picking up signs from the Regional Planning Commission in their area, posting the sign at the project site during the construction phase, and returning the sign to the Regional Planning Commission within two weeks of completing the project. Regional Planning Commissions will be responsible for storing and keeping track of the signs, per the Clean Water Sign Plan (See Attachment D):</p>	

## Attachment B

### Payment Provisions

The CCRPC agrees to compensate the SUBGRANTEE for services performed up to the maximum amounts stated below provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this agreement.

- A. General. The CCRPC agrees to pay the SUBGRANTEE and the SUBGRANTEE agrees to accept, as compensation for the performance of all services, expenses and materials encompassed under this Agreement, as described in Attachments A and B **a maximum fee not to exceed Twenty-Six Thousand, Eight-Hundred and Eighty-Four dollars (\$26,884.** All costs necessary to carry out the activities described in Attachments A and B, are to be determined by actual cost records kept by the SUBGRANTEE and any sub-contractors of the SUBGRANTEE in accordance with the provisions of this Agreement, the cost principles established by 49 CFR 18.22 and 48 CFR 31.2, 2 CFR 225, and are subject to review under the Single Audit Act of 1984. The total of such payments made shall be adjusted to conform to determination made in such final audit in accordance with these provisions.
- B. Payment Procedures. The CCRPC shall pay, or cause to be paid, to the SUBGRANTEE progress payments which may be monthly or as otherwise agreed to by the parties for actual costs incurred as determined by using cost records for each expense line items such as hourly rates for the required services covered by this Agreement. Requests for payment shall be accompanied by progress reports and be made directly to the CCRPC, for all work. Request for payment for sub-contractor activities shall be included with the SUBGRANTEE's submittals but will be documented separately.
- The above payments shall be made promptly in accordance with applicable STATE and Federal regulations. The CCRPC shall seek to make payments within forty-five (45) days of receipt of an invoice from the SUBGRANTEE.
- All payments by the CCRPC under this Agreement will be made in reliance upon the accuracy of all prior representations by the SUBGRANTEE including but not limited to bills, invoices, progress reports and other proofs of work.

The completion of the Agreement is subject to the availability of funds. Written reports delivered under the terms of this Agreement shall be printed using both sides of the page whenever practical. ***Payment must be requested using an invoice showing name of project, period in which work is performed, amount billed to date, and balance by task.***

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

Name: Dan Albrecht, Senior Planner & Forest Cohen, Senior Business Manager  
Address: Chittenden County Regional Planning Commission  
110 West Canal Street, Suite 202  
Winooski, VT 05404-2109  
E-mail: [dalbrecht@ccrpcvt.org](mailto:dalbrecht@ccrpcvt.org) & [fcohen@ccrpcvt.org](mailto:fcohen@ccrpcvt.org)

Additionally, the following nine (9) provisions are applicable:

1. The SUBGRANTEE shall provide the mutually agreed upon deliverables as listed in Attachment A to the CCRPC at the actual billable rates by position. Work performed will be paid at an hourly rate basis. Documented approved direct costs will be reimbursed by the CCRPC up to the budgeted amount. The SUBGRANTEE will invoice the CCRPC not more frequently than monthly. The SUBGRANTEE will not be paid for any deliverables that were not previously approved by the CCRPC.
2. If the documented work as provided by the SUBGRANTEE, has not been completed to the satisfaction of the CCRPC, as determined by the project manager, the CCRPC reserves the right to withhold payment until the work has been satisfactorily completed. Overdue balances resulting from non-payment of unsatisfactory work will not be subject to interest or finance charges. The CCRPC shall not be responsible for the expenses of the SUBGRANTEE.
3. The CCRPC will measure sufficient progress by examining the performance required under the scope of work in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The CCRPC may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.
4. The SUBGRANTEE agrees to a 10% retainage of the entire agreement amount subject to review, approval and acceptance of the grantee's final report by CCRPC and the State.
5. If you are required to have an audit, you are to report to CCRPC the audit, findings, Management Response Letter including corrective actions within 6 months after the end of your fiscal year.
6. The SUBGRANTEE shall:
  - ☒ Maintain a copy of all receipts on file for review upon request by CCRPC or the State,
  - ☒ Include a copy of all receipts for direct costs requested for reimbursement.
  - ☐ Other:
7. 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.
8. In the event of a multi-year or overlapping fiscal year contract, all expenses incurred in a given fiscal year must be billed in that fiscal year in order to qualify for reimbursement.
9. Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of grant funds, and upon reimbursement to CCRPC by DEC.

**Attachment C: Standard State Provisions for Contracts and Grants  
(see attached “Revised December 15, 2017” version)**

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

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

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

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

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

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

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

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



the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

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

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

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

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

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

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

- Premises - Operations

- Products and Completed Operations

- Personal Injury Liability

- Contractual Liability

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

- \$1,000,000 Each Occurrence

- \$2,000,000 General Aggregate

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

- \$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

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

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

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

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

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

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

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

**27. Termination:**

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

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

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must

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

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

### **32. Requirements Pertaining Only to State-Funded Grants:**

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

(End of Standard Provisions)

## Attachment D Other Grant Agreement Provisions

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

2. **References Cited:**

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

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

Tactical Basin Plan Development Schedule

[https://dec.vermont.gov/sites/dec/files/wsm/mapp/docs/mp\\_MonitoringAssessmentPlanningRotation.pdf](https://dec.vermont.gov/sites/dec/files/wsm/mapp/docs/mp_MonitoringAssessmentPlanningRotation.pdf)

DEC List of Priority Towns

<https://dec.vermont.gov/sites/dec/files/wsm/erp/docs/SWMPstatewidetable1-12-18.pdf>

**Attachment E**  
**CCRPC Additional Provisions**

1. **Communicating & Acknowledging Funding Support:** The SUBGRANTEE shall not refer to the State or to the CCRPC in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State and/or the CCRPC.
2. **Self-Certification:** All invoices must be signed by an official who can legally bind the SUBGRANTEE and includes the following certification of expense clause: *“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”*
3. **Flow Down:** Attachments C & D contain Standard State grant agreement language which refers specifically to CCRPC’s Grant with Vermont Department of Environmental Conservation. All State and Federal requirements, if any, flow down to the SUBGRANTEE regardless of specific applicability.
4. **Cost of Materials:** SUBGRANTEE will not buy materials and resell to the CCRPC at a profit.
5. **Work Product Ownership:** Upon full payment by the CCRPC all products of the SUBGRANTEE’s work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the CCRPC and may be used for public purposes but may not be copyrighted or resold by SUBGRANTEE.
6. **Prior Approval/Review of Releases:** N/A
7. **Ownership of Equipment:** Any equipment purchased by or furnished to the SUBGRANTEE by the CCRPC under this Agreement is provided on a loan basis only and remains the property of the CCRPC.
8. **SUBGRANTEE’s Liens:** SUBGRANTEE will discharge any and all contractors’ or mechanics’ liens imposed on property of the CCRPC





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

**Advance Notice to Proceed Form (NTP)**

State and Federally Funded Grant – Permission to Incur Pre-Award Costs

**Project Title:** Emergency Management Performance Grant 2019

**Recipient Name:** Central Vermont Regional Planning Commission (CVRPC)

**Briefly describe grant scope:** Funding opportunities for work on Planning, Training & Exercise, Technical Assistance and Response & Recovery Support for VEM.

**Effective date\* of this NTP:** October 1, 2019

**Provide information as specific as possible to identify the limited activities covered by the NTP:** Activities at this time should be related to Tasks 1-3 as outlined in the EMPG 19 Scope of Work.

Recipient accepts and agrees to comply with the conditions in Addendum A of this document and all applicable regulations.

For DPS:

For Recipient:

\_\_\_\_\_  
Michael Schirling, Commissioner or  
Christopher Herrick, Deputy Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title

\* See State of Vermont Agency of Administration Bulletin 5 for the definition of effective date/execution date.

Addendum A - Conditions**Purpose**

This form, once signed by all required parties, serves as permission to incur pre-award costs as defined per **2 CFR 200.458** *“Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency.”*

Permission to incur costs in advance of the effective date of an official award of funds is granted under the following conditions:

1. DPS may reimburse recipients for pre-award costs incurred from the beginning of the funding period established in the grant agreement if such costs would have been allowable if incurred after the award. Such costs must be specifically identified in the grant application DPS approves.
2. The applicant incurs pre-award costs at its' own risk. (i.e., the awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive an award or if the award is less than anticipated and inadequate to cover such costs).
3. Applicant remains fully accountable for meeting the obligations and performance goals of the approved project within budget and within the agreed upon timeframes when/if grant is fully executed, regardless of any pre-award spending.
4. The applicant must maintain compliance with all Federal and State regulations when incurring pre-award expenditures as approved by this document
5. DPS is under no obligation to reimburse such costs unless they are included in an approved grant application.
6. Allowable pre-award costs incurred as a result of this agreement will not be reimbursed until after the award is fully executed.

Specific Federal and State regulations that govern this pre-award:



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 2019**

**AGREEMENT WITH  
Central Vermont Regional Planning Commission (CVRPC)  
Agreement #02140-31027C-004**

**Award Amount - \$55,485.00**

*DPS Financial Office Use Only*

☒ SAM checked for DUNS Suspension and Debarment Exclusions  
<https://www.sam.gov/portal/public/SAM/> Date: **10/9/19** Initial: \_\_\_\_\_  
SAM Expiration Date: **2/4/20**  
☒ Print Screen Placed in Grant File

☒ DPS Restricted Parties List Checked Date: **10/9/19** Initial: \_\_\_\_\_

☒ Risk Assessment Completed Date: **10/9/19** Initial: \_\_\_\_\_

☒ Subrecipient Vs. Contractor Determination Form Completed Date: **10/9/19** Initial: \_\_\_\_\_

☒ Single Audit Check & Delinquent SAR Completed Date: **10/9/19** Initial: \_\_\_\_\_  
VT Bulletin 5\_Eligibility Query

☒ BGS Office of Purchasing & Contracting Debarment List Checked  
<http://bgs.vermont.gov/purchasing/debarment> Date: **10/9/19** Initial: \_\_\_\_\_

☒ Certificate of Insurance Date: **10/9/19** Initial: \_\_\_\_\_

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							
<sup>1</sup> Grant #: 02140-31027C-004				<sup>2</sup> Original <input checked="" type="checkbox"/> Amendment # _____			
<sup>3</sup> Grant Title: Emergency Management Performance Grant 2019							
<sup>4</sup> Amount Previously Awarded:		<sup>5</sup> Amount Awarded This Action:		<sup>6</sup> Total Award Amount:			
\$		\$ 55,485.00		\$ 55,485.00			
<sup>7</sup> Award Start Date: 10/1/2019		<sup>8</sup> Award End Date: 9/30/2020		<sup>9</sup> Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			
<sup>10</sup> Vendor #: 43329		<sup>11</sup> Grantee Name: Central Vermont Regional Planning Commission (CVRPC)					
<sup>12</sup> Grantee Address: 29 Main St Ste 4							
<sup>13</sup> City: Montpelier				<sup>14</sup> State: VT		<sup>15</sup> Zip Code: 05602	
<sup>16</sup> State Granting Agency: Department of Public Safety						<sup>17</sup> Business Unit: 02140	
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: <u>\$55,485.00</u>		Description: <u>50% Match</u>			
<sup>20</sup> If this action is an amendment, the following is amended:							
Amount: <input type="checkbox"/>		Funding Allocation: <input type="checkbox"/>		Performance Period: <input type="checkbox"/>		Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>	
SECTION II - SUBRECIPIENT AWARD INFORMATION							
<sup>21</sup> Grantee DUNS #: 158842195				<sup>22</sup> Indirect Rate: <u>115.00%</u>		<sup>23</sup> FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
<sup>24</sup> Grantee Fiscal Year End Month (MM format): Jun-06				(Approved rate or de minimis 10%)		<sup>25</sup> R&D: <input type="checkbox"/>	
<sup>26</sup> DUNS Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions			
General Fund	\$0.00	\$0.00	\$0.00				
Special Fund	\$0.00	\$0.00	\$0.00				
Global Commitment (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	
<sup>31</sup> CFDA#	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Federal Award Date	<sup>38</sup> Total Federal Award
97.042	Emergency Management Performance Grant 2018	\$0.00	\$55,485.00	\$55,485.00	EMB-2019-EP-00007	10/1/2018	\$3,022,554.00
<sup>39</sup> Federal Awarding Agency: Department of Homeland Security- FEMA			<sup>40</sup> Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
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:		
Total Awarded - All Funds	\$0.00	\$55,485.00	\$55,485.00	
SECTION IV - CONTACT INFORMATION				
<b>STATE GRANTING AGENCY</b>		<b>GRANTEE</b>		
NAME: Melissa Austin		NAME: Bonnie Waninger		
TITLE: Financial Administrator		TITLE: Executive Director		
PHONE: (802) 241-5396		PHONE: (802) 229-0389		
EMAIL: melissa.austin@vermont.gov		EMAIL: waninger@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 the **Central Vermont Regional Planning Commission (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 ADM-105). 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 **21** 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 2019 SCOPE OF WORK FOR OCTOBER 1, 2019 – SEPTEMBER 30, 2020

#### Preparedness:

##### 1. Local Planning

RPCs will work with their local municipalities to update and submit Local Emergency Management Plans (LEMPs). Municipalities will report adoption of LEMPs through their Regional Planning Commission (RPC) with a LEMP municipal adoption form and plan. Municipalities will coordinate with Regional Planning Commissions (RPCs) for assistance in developing and exercising their LEMPs. Regional Coordinators will actively coordinate with RPCs on exercise and LEMP development. While exercising is not required for LEMPs, RPC staff may serve on the planning teams for municipal LEMP exercises. RPCs will work with local municipalities to update and submit their LEMPs in compliance with the standards outlined in the [LEMP Municipal Adoption Form](#).

LEMPs are due after Town Meeting Day but before May 1<sup>st</sup> of each year.

RPCs will compile LEMP information using the SharePoint document (LEMP Contact and Resource Database) before the final Friday of each month. The LEMP requires that a municipality's EMD be included as one of the three points of contact listed in the LEMP. These three points of contact are used to compile the EMD listserv.

##### Each RPC shall:

- a. Reach out to all municipalities within their region with the LEMP template, and offers of assistance.
- b. Provide assistance to municipalities in completing their LEMP as requested, partnering with VEM Regional Coordinators.
- c. Conduct municipal training, as appropriate, for new municipal officials in how to complete their LEMP.
- d. If needed, coordinate with the VEM Training Administrator to verify the LEMP signatories have the appropriate trainings.
- e. Provide assistance to municipalities that decide to exercise their LEMP utilizing the Homeland Security Exercise and Evaluation Program, partnering with VEM Regional Coordinators, as appropriate. (Note - if an RPC is planning to **conduct** an LEMP exercise, they must attend and pass the Homeland Security Exercise and Evaluation Program basic 2-day class and the exercise must use the HSEEP methodology).
- f. Once completed LEMPs are received:
  - i. Review LEMP to ensure it contains the required elements, as noted on the municipal adoption form.
  - ii. Send completed LEMP materials to Regional Coordinators at VEM for their review and approval.
  - iii. Enter LEMP information, into provided SharePoint document before the final Friday of each month.

##### Reporting Requirements:

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

- c. Provide LEMP information using the provided SharePoint document, and report pending exercises and completed LEMPs to VEM before the final Friday of each month. LEMP spreadsheet submission dates for the FY19 cycle are:

Oct 25, 2019	Nov 29, 2019	Dec 27, 2019	Jan 31, 2020	Feb 28, 2020
March 27, 2020	April 24, 2020	May 29, 2020	June 26, 2020	July 31, 2020
August 28, 2020	Sept 25, 2020			

## 2. Technical Assistance and Education

RPCs will provide technical assistance and overall regional/ statewide coordination for emergency preparedness, response, mitigation, and long-term recovery.

RPCs are encouraged to work with their RPC counterparts 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 quarterly report.

Venue, food and drink costs for meetings are allowable expenses, but should be kept to a minimum. Food and drink costs should adhere to state per diem rates, per person attending the meeting. The state food and drink per diem rates are listed below.

Breakfast \$5.00

Lunch \$6.00

Dinner \$12.85

### Each RPC shall:

- Specifically identify any trainings and/or exercises requested to schedule and provide justification, outlining how it will benefit jurisdictions within your RPC. Send training requests to the VEM Training Administrator.
- Coordinate with the VEM Regional Coordinator to schedule, develop, and conduct cross-functional emergency management related trainings and/or exercises to meet local needs.
- Participate (at least one individual per RPC) in monthly conference calls and quarterly in-person meetings with VEM staff.
- Provide technical assistance for communities in emergency preparedness, response, and hazard mitigation. In their application, RPCs will need to outline which towns they anticipate working with to provide this assistance, within reason.

RPCs may assist municipalities in applying for grants applications to include grants from the following:

- Homeland Security Grant Program
- Hazard Mitigation Grant Program
- Pre-Disaster Mitigation
- Flood Mitigation Assistance
- all other grant application assistance must be approved by VEM.

Local ERAF assistance, to include, but not limited to:

- NFIP compliance
- Local Hazard Mitigation Plan development assistance

- Provide regional emergency management coordination and support; partnering with VEM Regional Coordinators, municipalities, 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:



- i. Technical support and outreach to local communities, CERT, Citizens Corps programs, VOADs, COADs, and other local/regional/statewide emergency teams.
  - ii. Staff attendance at LEPC meetings as a statutory member of the LEPC, attendance at State Emergency Response Commission (SERC) meetings, the THIRA/SPR workshop, VEM meetings, the State Training and Exercise Planning Workshop, the Annual Emergency Preparedness Conference, etc.
  - iii. Assisting in needs assessments.
  - iv. Assisting in scheduling of emergency management training and exercises for communities.
- f. Organize and host regional EMD Roundtables at a minimum twice during the period of performance, ensuring coordination with VEM Regional Coordinators. EMD Roundtables shall be free and open to all EMDs in the region and shall not be members only or exclusive. EMD Roundtables are intended to be a forum for communication, education, and best practice sharing regarding local Emergency Management Director duties. Meeting topics should vary to reflect current emergency management challenges in the area.
- g. In the EMPG Sub Grant application, RPCs should identify which core capability gaps they are working on improving and/or sustaining, based on the 2018 Vermont Threat and Hazard Identification Risk Assessment and State Preparedness Report (THIRA/SPR) gaps. The following Core Capabilities were rated as having below 60% of the target achieved, and/ or a high or medium priority in the areas of Planning, Organization, and Training in the 2018 THIRA and SPR. For further information on these areas, core capabilities and the THIRA/SPR process, see the [FEMA Comprehensive Preparedness Guide 201](#), and the [FEMA website for Core Capability definitions](#). See the identified core capability gaps below:
  - Community Resilience
  - Long-term Vulnerability Reduction
  - Economic Recovery
  - Housing
  - Planning
  - Public Information and Warning
  - Operational Coordination
  - Environmental Response, Health and Safety
  - Mass Care Services
  - Mass Search & Rescue
  - Operational Communication
  - Public Health, Healthcare and Emergency Medical Services
  - Natural and Cultural Resources
- h. 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. For any trainings not scheduled through the Learning Management System, provide verification of the training (i.e. course announcement, sign in sheet), on a quarterly basis, once completed.

- b. Provide a summary of hours expended, meetings attended or hosted, and goals achieved through technical assistance to include the topic and communities/ partners involved in each quarterly report.

### Response:

#### 3. State-wide Emergency Response Preparation

RPCs will ensure a minimum of three individuals are identified in the EMPG Sub Grant application, and then quarterly in the EMPG Quarterly Reports, that may operate within the State Emergency Operations Center (SEOC) during and outside of normal business hours. RPCs will also identify those staff that will act as Local Liaisons in EMPG Quarterly Reports. Staff identified as Local Liaisons can be different than the minimum three staff identified to serve in the SEOC. RPCs will provide any appropriate updates for Local Liaison staff or SEOC staff (at a minimum, quarterly, in the Quarterly Reports) to ensure contact information is up-to-date.

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.

The tasks identified within this section (State-wide Emergency Response Preparation) are intended to train and prepare RPC staff to serve the role of Local Liaison or SEOC staff during real world emergencies. During real world emergencies, the VEM/RPC MOA serves as the mechanism for work scope and payment to the RPCs for the assistance of RPC staff in carrying out the State's duties in performing certain emergency management functions. All work related to training and exercising for those roles should be covered under this EMPG RPC Sub Grant.

#### Each RPC shall:

- a. Ensure each individual identified as SEOC support is trained to the minimum SEOC level in at least one role in the SEOC. RPCs are required to work towards completion of the SEOC Basics and SEOC Staff curriculums in accordance with the SEOC Training Curriculum and EMPG Sub Grant recipient training requirements.
- b. Ensure each individual identified as a Local Liaison is familiar with the Local Liaison reporting process. RPCs may reach out to the VEM Emergency Management Planner ([Marianne.wolz@vermont.gov](mailto:Marianne.wolz@vermont.gov)) to provide and overview of the Local Liaison process to any RPC staff identified as a Local Liaison.
- c. All RPCs will ensure that by the end of the contract period, at least one individual (of the three qualified individuals identified) has GIS experience sufficient to serve as a Mapping and Display Specialist in the SEOC. Other roles can be in the Mission and Resource Support, Center Support, Situational Awareness, 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 each of the 3 identified staff members to complete trainings as identified in the SEOC Training Curriculum.
- d. Budget 20 hours for each individual identified as SEOC support to participate in one SEOC exercise per year in addition to the Cat 4 Exercise. This time will include any pre- and post-exercise briefings. Participation over this amount will be completed as funding allows.
- e. Participation in Catastrophic Exercise 4 including filling the role of Local Liaison, SEOC staff, and staffing the SIM cell.
- f. Participate in after action meetings and in the 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 RPC point of contacts (even if no change) in each quarterly report, or if changes occur. RPCs shall ensure both Local Liaisons and SEOC staff are identified. Minimum contact information should include name, phone, email and roles the individual can fill in the SEOC, and trainings (as outlined in the SEOC Training Curriculum) they will need to take to accomplish this. Provide number of hours (based on the number of training hours per course) and load certificates of course completion into the [DPS Learning Management System](#).
- b. Provide the number of hours and staff participation in AAR/ IPs in each quarterly report.
- c. Provide names of RPC staff and availability for work in the SEOC and SIM Cell for Cat 4 to the State Exercise Administrator ([eric.forand@vermont.gov](mailto:eric.forand@vermont.gov)).

## 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	\$ 80,377.05
Contractual	\$
Supplies	\$ 567.82
Travel & Mileage	\$ 999.27
Equipment *	\$
Other Costs	\$ 400.00
Indirect Cost **	\$ 28,625.86
 Total Federal Share	 \$ 55,485.00
Total Non-Federal Share (Match)	\$ 55,485.00

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 \$5,000.00<sup>1</sup>. Please reference Federal equipment compliance requirements.<sup>2</sup> 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 of the cost categories may be increased or decreased by up to 10% of the total award with prior written approval from the DPS Financial Office contact shown on page 3. Approval will be given provided:

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

### PROGRAMMATIC REPORTING REQUIREMENTS:

- 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.

<sup>1</sup> 2 CFR § 200.313 (d)(1)

<sup>2</sup> 2 CFR § 200.313 (d)(2)

- 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.

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).

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.

#### **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 ADM-116a**) 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 ADM-116a), 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: Melissa Austin  
Via mail: Vermont Department of Public Safety/Financial Office  
45 State Drive  
Waterbury, VT 05671-1300  
Via fax: 802-241-5553  
Via email: melissa.austin@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.

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

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

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

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

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

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

Revenue Service and the Vermont Department of Taxes.

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

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

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

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

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

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance

in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law. *General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations  
Products and Completed Operations  
Personal Injury Liability  
Contractual Liability  
The policy shall be on an occurrence form and limits shall not be less than:  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
1,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal & Advertising Injury

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

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

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

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in

accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

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

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

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

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

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

Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

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

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

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

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

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

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

Party makes this statement with regard to support owed to any and all children

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

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

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

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

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

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

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not

presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

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

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

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

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

**27. Termination:**

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

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

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

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

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

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

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

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

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

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year

and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

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

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

**32. Requirements Pertaining Only to State-Funded Grants:**

**A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

**B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

**(End of Standard Provisions)**



## ATTACHMENT D 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: <sup>3</sup>

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

<sup>3</sup> 2 CFR § 182

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.<sup>4</sup>

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.

<sup>4</sup> 2 CFR § 200.318(c)(1)

## ATTACHMENT E FUNDING SOURCE SPECIAL CONDITIONS

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

### Article I - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, 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
3. sources of information related to the federal financial assistance 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.
4. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
5. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law
6. or detailed in program guidance.
7. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30)
8. days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil
9. Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhscivil-rights-evaluation-tool>.

### Article II - Acknowledgement of Federal Funding from DHS

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

### Article III - Activities Conducted Abroad

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 IV - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### Article V - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### Article VI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. 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. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

#### **Article VII - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 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 VIII - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, 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 (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. 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- i.e., 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. Part 100, Subpart D.)

#### **Article IX - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **Article X - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article XI - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

#### **Article XII - Duplication of Benefits**

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

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

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 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 XIV - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XV - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

#### **Article XVI - 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 XVII - Federal Leadership on Reducing Text Messaging while Driving**

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 XVIII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 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. section 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 - 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. section 2225a, 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*, codified as amended at 15 U.S.C. section 2225.

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

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. section 2000d *et seq.*) 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 XXI - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article XXII - National Environmental Policy Act**

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article XXIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article XXIV - Non-Supplanting Requirement**

Recipients receiving federal financial assistance 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 XXV - 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 award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

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

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq.* Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

**Article XXVII - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962. 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 XXVIII - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals 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 XXIX - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipients 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, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**Article XXX - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**Article XXXI - SAFECOM**

Recipients receiving federal financial assistance 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 XXXII - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

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

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000* (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

**Article XXXIV - Universal Identifier and System for Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance 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.

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

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

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

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.



**Article XXXVII - Whistleblower Protection Act**

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

**Article XXXVIII - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

**Article XXXIX - Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article XL - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

**Article XLI - Assurances, Administrative Requirements, Cost Principles, Representation and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) 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 DHS FAO 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 Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

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

**SOUTHERN WINDSOR COUNTY REGIONAL PLANNING COMMISSION  
AMENDMENT #2 TO  
STANDARD SUBGRANT AGREEMENT  
#CVRPC-2018-CWBG-01**

**Project Name: Barre – Pouliot Stormwater Mitigation**

This AMENDMENT to contract #CVRPC-2018-CWBG-01 (Contract), dated May 7, 2019 and Amendment #2 of this contract, by and between the Southern Windsor County Regional Planning Commission (SWCRPC) and the Central Vermont Regional Planning Commission (CVRPC) shall be made effective on this 3<sup>rd</sup> day of December, 2019 for the purposes of updating the project budget.

Budget Category	Budget Amount*	Amount Requested	Remaining Amount	Total Match Documented (form 430-M)
1 – Program Delivery Costs**	<del>\$11,667</del> \$11,953			
2 – Project Costs for Final Design and/or Implementation (MS4 – match 50%)				
3 – Project Costs for Final Design and/or Implementation (non – MS4 – match 20%)	<del>\$171,587</del> \$175,779			
<b>Total</b>	<del>\$183,254</del> \$187,732			

All other language in the Contract remains the same.

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

SOUTHERN WINDSOR COUNTY  
REGIONAL PLANNING COMMISSION

SUB-GRANTEE

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

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

Name: Thomas J. Kennedy, A.I.C.P.

Name: Bonnie Waninger

Title: Executive Director

Title: Executive Director

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

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





## AGREEMENT AMENDMENT

PARTY: City of Barre

AGREEMENT #: 2018-02.A1

AGREEMENT AMENDMENT #: 2

EFFECTIVE DATE: December 3, 2019

SUBJECT: Agreement # 2018-02.A1, entered into by the Central Vermont Regional Planning Commission, and by City of Barre, is amended as follows:

1. Maximum Amount: In consideration of the scope of work specified in Attachment A, the PROGRAM MANAGER agrees to pay PROJECT RECIPIENT, in accordance with the Payment Provisions specified in Attachment B, a sum not to exceed \$127,215 for documented costs for PROJECT implementation. This maximum sum is based on the Preliminary Project Budget Table in Attachment B.
2. Attachment B, Budget and Payment Provisions.
  - a) Budget. The Preliminary Budget Table is based on currently available estimates. The PROJECT RECIPIENT submitted a final budget to supersede the Preliminary Budget Table. This will be the final budget to this agreement upon which reimbursement and match will be determined.
  - b) Project Budget Table. Based on the invoices from Watershed Consulting Associates, LLC and Avery Excavation and other documented project costs incurred by Barre City, the budget is amended as follows:

Match (Other Resources)	Type	Amount	Status
Municipality	In-Kind	\$16,760	
Municipality	Cash	\$31,804	
Other			

Activity	Description	CWBG	Match	Total Activity Costs
Engineering		\$10,200	\$2,550	\$12,750
Construction		\$113,217	\$45,064	\$158,281
Other	Construction Oversight	\$3,798	\$949	\$4,747
<b>Total Costs</b>		\$127,215	\$48,563	\$175,778
<b>Percentage of Total</b>		80%	28%	

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 2<sup>nd</sup> amendment to Agreement #2018-02.A1 in its entirety and agrees to be bound by the provisions enumerated therein.

**CENTRAL VERMONT  
REGIONAL PLANNING COMMISSION**

**PARTY**

**By:** \_\_\_\_\_  
**Name:** Bonnie Waninger  
**Title:** Executive Director  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** Steven Mackenzie  
**Title:** City Manager  
**Date:** \_\_\_\_\_



## Central Vermont Regional Planning Commission

### MEMO

Date: November 20, 2019  
 To: Executive Committee  
 From: Nancy Chartrand, Office Manager  
 Re: CY2020 Health Insurance

**✕ ACTIONS REQUESTED: Multiple actions are requested:**

- 1) Establish CVRPC's employer health insurance contribution as 100% of the cost of the MVP Gold CDHP Health Plan for employees and family members.
- 2) Increase employee choice of available plans to include all BCBSVT health care plans and the MVP Health Plan.
- 3) Maintain 50% payment in lieu of benefit for employees who opt out of CVRPC coverage and provide proof of coverage from another provider.

Recognizing that Health Care costs across the state have seen a significant increase for the upcoming 2020 year (approximately 10% plus across all provider plans), we have identified that an MVP plan is a reasonable option. Our CY19 option is no longer available as the Legislature ruled to end Association Plans. To return to our CY18 compatible plan with BCBSVT, we would see a 11.6% increase. However, modifying CVRPC's approach to its health care benefit managed by MVP for CY20 will result in a 9.6% increase. Please see table below for details.

#### Health Insurance Premium Cost Change

Coverage	BCBS CY17 Mo. Rate	BCBS CY18 Mo. Rate	BRS Plan CY19 Mo. Rate	MVP CY20 Mo. Rate (Recommended)	BCBS CY20 Rates for CY18 Compatible Plan	Change CY19-20 (Difference & Percent Change)
Single	\$515.81	\$571.48	\$598.98	\$651.02	\$663.91	\$52.04 8.6%
Double	\$1,031.62	\$1,142.96	\$1,066.14	\$1,303.64	\$1,327.82	\$237.51 22.3%
Parent & Child	\$995.51	\$1,102.96	\$1,066.14	\$1,258.01	\$1,281.35	\$191.87 18.0%
Family	\$1,449.43	\$1,605.89	\$1,654.77	\$1,831.61	\$1,865.59	\$176.84 10.7%
<b>Total<sup>1</sup></b>	<b>\$83,291</b>	<b>\$92,361</b>	<b>\$96,109</b>	<b>\$105,298</b>	<b>\$107,249</b>	<b>\$9,189 9.6%</b>

<sup>1</sup> Based on current employee makeup (fully staffed) using rounded premiums rounded to the nearest dollar and including 50% payment in lieu of benefit where appropriate.

BCBSVT health insurance rates increase premium contribution **11.6%** for CY20.

MVP health insurance rates increase premium contribution **9.6%** for CY20.

With the MVP Plan:

- Employee deductible will change from \$2,750/\$5,500 to \$2,700/\$5,400
- Employee out of pocket maximum for families will change from \$2,750/\$5,500 to \$2,700/\$5,400
- Services will be charged at 0% after deductible
- Plan is HSA compatible

With the BCBSVT Plan:

- Employee deductible will change from \$2,750/\$5,500 to \$1,700/\$3,400
- Employee out of pocket maximum for families will change from \$2,750/\$5,500 to \$6,750/\$13,500
- Services will be charged at 30% after deductible
- Plan is HSA compatible

Staff has verified that a change to the MVP Health Plan will result in a modification to the Dependent Care Reimbursement Account benefit; however, those services will remain cost-free to CVRPC through MVP's FSA-DCRA provider.



## MEMO

Date: November 25, 2019  
To: Executive Committee  
From: Bonnie Waninger, Executive Director  
Re: Clean Water Advisory Committee

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**✉ ACTION REQUESTED:** No action is required.

The Clean Water Advisory Committee consists of 3 Commissioners, 5 municipal representatives, 3 watershed organizations, and an interested citizen. In February 2019, a member raised a concern that the CWAC's voice had not been heard during public comments on the Winooski Tactical Basin Plan. When the concern continued to be raised, the CWAC elected to draft a letter expressing the concern. Based on recommendations from the Committee Chair, staff developed a first draft in April. The CWAC has been editing the letter at its monthly meetings for six months. CWAC attendance is declining. All three watershed organizations have stepped away from the CWAC.

The Executive Committee Chair and Vice Chair requested staff invite the CWAC Chair, Amy Hornblas, to discuss the CWAC's concerns with the Executive Committee. The latest draft of the CWAC's proposed letter is attached.

November, 2019

RE: Concerns from CVRPC Clean Water Advisory Committee

In 2018/2019, The Clean Water Advisory Committee (CWAC) reviewed the Winooski River Tactical Basin Plan and found significant gaps in water quality policies and practices. As the scope of water quality considerations is wide, at present, CWAC is concerned with the following:

1. The Winooski Basin Plan is incomplete and thus contributes to ill-informed allocation of funds to improve water quality.
  - Phosphorus load allocations and reduction targets do not include the role of chemical fertilizers.
  - Funding allocated among land use sectors for phosphorus mitigation is not proportional to phosphorus loading contributions.
  - Many municipalities are required to spend more on technological infrastructure to creates small changes in loading.
2. Practices to reduce sediment or phosphorus may exacerbate other water quality problems.
  - No-till methods to decrease sediment runoff may increase the use of Glyphosate (aka Roundup) and other pesticides that reduce water quality and may lead to ecosystem damage.
3. Other Pesticide / Herbicide Concerns are not included in the plan:
  - Pesticides, including neonicotinoids, remain and are re-cycled in surface water and groundwater, and are potential threats to beneficial insects.
  - The Statewide PFAS (including PFOA) contamination problem needs to be identified and described.
4. Phosphorus reduction programs will not go far in reducing the problem:
  - Efforts to address phosphorus, such as the *Required Agricultural Practices*, address only manure, and do nothing about chemical fertilizers.
  - Reducing phosphorous input to Lake Champlain, while important, will not by itself solve the Lake's phosphorous problem. Residual, legacy phosphorous incorporated in lake sediment must be identified as a factor limiting phosphorous reduction in lake waters.

## 5. Groundwater:

- Groundwater quality and the interaction between groundwater and surface water is not factored into surface water management strategies. The CWAC recommends including the interaction of groundwater and surface water in the planning and strategies for surface water quality improvement.

## 7. Solutions:

- Expenditures should be roughly proportional to a sector's phosphorus loading contributions and the potential benefits of the remediation. However, the modeling used to assess those contributions should include all sources, especially chemical phosphorus application.
- A shift to local small-farm agriculture will provide better control of phosphorous release to surface waters, and programs/policies should support this shift.
- Greater funding needed where phosphorus loading is greatest.
- Strengthen heavy forest cutting regulations to reduce storm water runoff.

Thank you for assisting our efforts to address water quality concerns we feel are lacking in the river basin plans. The CWAC would like to forward this letter to others. The Chair and members of the CWAC are available to meet to explain these concerns. Thank you for your assistance.

Sincerely,  
The CVRPC Clean Water Advisory Council

Dona Bate - Montpelier  
Russ Barrett – Northfield  
Larry Becker – Middlesex  
John Brabant – Calais  
Stewart Clark – Worcester  
John Hoogenboom – Moretown  
Amy Hornblas – Chair  
Ron Krauth – Middlesex  
Joyce Manchester – Moretown

## Executive Director Performance Appraisal Process

### Draft Schedule and Process

12/02/19

#### ☒ ACTIONS REQUESTED:

- 1) Modify or confirm the evaluation process and schedule
- 2) Appoint a Committee member to carry out the duties described as “Lead” below.

The Executive Committee has previously defined an annual evaluation process for the Executive Director position. The process begins at the Committee’s December meeting. The process is completed in March so that any compensation decision can be incorporated into the budget.

#### Proposed Schedule

Date	Activity
December 2	Executive Committee (EC) sets appraisal process and appoints a Committee member to lead it.
December 3	Executive Director advises staff of evaluation process
December 5	Lead distributes online survey link for Executive Director appraisal to staff
By December 20	Staff completes Executive Director appraisal
By December 27	Executive Director completes self-appraisal and emails to Executive Committee
January 10	Lead distributes to the Executive Committee: <ul style="list-style-type: none"> <li>• summarized staff appraisal, and</li> <li>• online survey link for Executive Director appraisal</li> </ul>
As needed	Executive Committee or appointed subgroup may meet in executive session with staff to discuss the Executive Director’s performance. If desired, Lead requests the Office Manager schedule this meeting.
By January 24	Executive Committee members complete online appraisal
February 7	Lead distributes summarized appraisal to Executive Committee for discussion
By February 21	Executive Committee prepares final appraisal of the Executive Director. Lead documents the appraisal and provides a copy to Executive Director and Executive Committee
March 2	Executive Committee conducts appraisal meeting with Executive Director. The Executive Committee designates the Executive Director’s compensation for the next fiscal year.



**Executive Committee**  
**5-Year Strategic Goals – FY20 Activities**  
**09/30/19 Progress Report**

Priorit y	Activity	Lead	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Ma r	Apr	Ma y	June
<b>Goal 1: Enhance Financial Security</b>														
H	Monthly financial reports	Nicole	✕	✕	✓06/30/19 & 08/31/19	X	X	X	X	X	X	X	X	X
H	Complete & submit audit & indirect proposal	Nicole			✓Fieldwork			Audit	Indirect Proposa I					
M	Implement plan to reduce administrative cost	All												X
H	Contribute to reserve fund	Bonnie & Nicole												X
H	Update Personnel Policy	Bonnie												X
M	Update Admin/Financial Procedures	Nancy with Nicole			In progress									X
M	Implement 2 CFR staff training	Bonnie			✓Timesheet & Expenses			X			X			X
<b>Goal 2: Create Operational Excellence</b>														
M	Conduct team building activities	Nancy With All	✓Celebrate Dan 15 <sup>th</sup> Yr		✓WBRD Outing	X			X			X		
M	Finish Committee	As			Reg Plan		Reg Plan	Nom Com						

Legend:

X = Planned

✓ = Accomplished

✕✕ = Delayed with new projection

Priorit y	Activity	Lead	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Ma r	Apr	Ma y	June
	Rules of Procedure	assigne d												
L	Host Chair training	TBD									X			
M	Hold new Commissioner orientation meetings	Bonnie										X		
H	Implement Commission meeting changes	Bonnie		Draft to Exec Com										Handboo k
M	Clean office	All							X					
H	Lease Renewal Decision	Nancy			✕ Extension Granted		X							X
<b>Goal 3: Enhance Services</b>														
L	Review Municipal Plans for priorities	Zach & Jonathan							X					
L	Survey municipal needs	Clare & Nancy								X				
M	Train staff on project management	Nancy												X
H	Complete Plan Central VT	Clare			Housing Proposal to Exec Com								Draft	
<b>Goal 4: Position CVRPC as Leader and Partner</b>														
H	Publish News Briefs biweekly/Update Facebook	Nancy	✓	✓	✓	X	X	X	X	X	X	X	X	X

Legend:

X = Planned

✓ = Accomplished

XXX = Delayed with new projection

Priorit y	Activity	Lead	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
M	Publish newsletter quarterly	Nancy With All		✓			X			X			X	
H	Develop press releases at milestones	All	<del>Better Roads</del> 604b Stream Reclassification	<del>High Meadows</del>	EAB	Better Roads & EAB	CWBG Projects	Northfield Stormwater	LHMPs	Energy Plannin g		Forest Integrity	Cabo t Trails	Plainfield HC Design
M	Develop project briefing sheets	All	<del>Better Roads</del>	<del>High Meadows</del>	EAB		CWBG Projects	Northfield Stormwater	LHMPs	Energy Plannin g		Forest Integrity	Cabo t Trails	Plainfield HC Design
L	Publish online data library	Zach												X
M	Host bi-monthly trainings	All	X		✓Transportation Climate Initiative (TCI)	Energy Roundtable	X		X		X		X	
M	Participate in 3 partner activities	All			✓THRIVE Transportation CAN									X
L	Serve as RPC lead for statewide effort	Senior Staff												X
M	Comment on two plans, etc.	Senior Staff	Act 250 Changes & TCI											X

Legend:

X = Planned

✓ = Accomplished

XXX = Delayed with new projection

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**  
**Executive Committee**  
**DRAFT MINUTES**  
**November 4, 2019**

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 checked="" type="checkbox"/> Janet Shatney
<input type="checkbox"/> Jerry D'Amico		

Staff: Bonnie Waninger, Nancy Chartrand, Nicole Sancibrian

Other: Bonnie Batchelder, Batchelder Associates

**CALL TO ORDER**

Chair L. Hill-Eubanks called the meeting to order at 4:04 pm. Quorum was present to conduct business.

**ADJUSTMENTS TO THE AGENDA**

J. Potter requested an update on personnel staffing be added.

**PUBLIC COMMENTS**

None.

**AUDIT PRESENTATION**

Bonnie Batchelder provided details on the FY19 audit. She advised it went very well. Information was provided ahead of time, and everyone was well prepared. Testing was done onsite, and responses to testing were received timely. She noted the Commission is in a strong net position and has a strong cash balance (mostly due to deferred income on the contracts). Batchelder clarified that deferred income is money an organization has received but not earned yet (i.e. pre-paid contracts).

Batchelder advised there were no audit surprises nor any significant issues. She advised things were being done well and efficiently. Batchelder also referenced her management recommendations as outlined in the packet:

- 1) Aging of receivables. Some issues are contract driven; others are as a result of invoicing done in-house and not being released timely. She recommends receivables be sent in a timely manner.
- 2) Timesheet entry is very involved. She advised that there is software that would allow staff to enter online in the cloud which downloads to Quick Books direct (TSheet). This may help turn invoicing around quicker.
- 3) Personnel Policy and payouts of compensatory time. Practice appears to conflict with the policy. The Executive Director regularly accrues more than 10 hours of time and has a large balance at fiscal year end. The Executive Committee is aware through quarterly updates on compensatory time accrual by employee. Batchelder suggested either changing the policy or staying within policy as much as possible.

1  
2 The Committee asked Batchelder's thoughts regarding a reasonable amount of comp time build-up.  
3 Batchelder advised 10 hours may be too low, but 200 is high. She encouraged the time be taken to  
4 refresh staff and lessen cash flow impact should it become an issue in the future. Batchelder suggested  
5 a quarterly versus annual compensatory time payout. She noted an assistant for the Director might  
6 alleviate the need for working additional hours. J. Potter noted that the Executive Director position is  
7 rarely a 40 hour/week job. The Committee will consider how to address this issue this fiscal year.

8 A question was raised about the software mentioned. This software allows for time allocation to jobs  
9 and remote approval. It downloads direct into QuickBooks once approved. Batchelder advised it was  
10 simple to set up and that other clients of Batchelder Associates utilize this type of software. Waninger  
11 advised TRORC uses a type of similar software. It was noted TSheet is one of the most used software's  
12 for download direct into Quick Books. The Committee asked staff to review TSheet.

13 N. Sancibrian gave an overview of the status of billing. VEM recently changed billing for EMPG from  
14 quarterly to monthly and now requires additional documentation, such as timesheets.

15 Potter thanked Nicole and staff for work completed that resulted in a favorable audit result.

#### 16 **FINANCIAL REPORT**

17 N. Sancibrian provided an overview of the financials. Receivables are currently high, and the correction  
18 for this will occur in November/December. TPI is currently delayed due to documentation requests  
19 regarding travel. Cash flow needs to continually be monitored as a result of those contracts that cannot  
20 be billed until the project is complete. For the 1<sup>st</sup> quarter of FY20, CVRPC did not incur any  
21 unanticipated expenses. Waninger advised CVRPC is generally where it expected to be this time of year.  
22 The indirect rate will be reviewed after December financials are prepared and adjusted if needed.

23  
24 Staff requested the Committee's input on the quarterly Paid Time Off balance report. The Committee  
25 previously requested the maximum liability by employee be shown. The Committee clarified the liability  
26 should be based on each employee's length of service and full or part-time status.

#### 27 **CONTRACT/AGREEMENT AUTHORIZATION**

##### 28 Northwest Regional Planning Commission – Municipal Grants in Aid FY20

29 M. Gray commented that the grants in aid program reimbursement process takes an inordinate amount  
30 of time. Unfortunately, CVRPC does not have control over the reimbursement timeframe. However, in  
31 the future CVRPC could advise municipalities up front about the anticipated delay.  
32

33  
34 *J. Shatney moved to authorize the Executive Director to sign the agreement; M. Gray seconded. Motion*  
35 *carried.*

##### 36 Watershed Consulting Associates, LLC – Northfield Water Street Stormwater Project Implementation

37 This is an after-the-fact amendment to the contract to adjust for factors beyond the contractor's  
38 control.  
39

1  
2 *J. Potter moved to authorize the Executive Director to sign the agreement amendment with Watershed*  
3 *Consulting Associates; S. Lotspeich seconded. Motion carried.*  
4

#### 5 **OFFICE UPDATES**

6 N. Chartrand provided an update of the status of the current lease. Currently, CVRPC is awaiting a  
7 proposal from the current landlord regarding retaining the current space. CVRPC has two additional  
8 proposals for new spaces. It was confirmed the current landlord has waived the 1-year advance renewal  
9 notice requirement. The current landlord's proposal is anticipated by the end of December.  
10

11 Chartrand provided an update on renewal of the Community National Bank line of credit. This line will  
12 be renewed until 11/01/2020. There is a \$500 annual fee; which was included in the FY20 budget.  
13 There was a question regarding maintaining the line's limit of \$100,000. Waninger expressed she felt it  
14 was sufficient. Once the reserve fund goal is reached, it may be appropriate not to hold a line of credit.  
15

#### 16 **CVRPC BYLAWS**

17 J. Potter summarized the current status of the Bylaws review, how the working group addressed  
18 counsel's recommendations, and how changes were incorporated. The working group is presenting a  
19 'final' document for Committee review and discussion and ultimate recommendation to the Board.  
20

21 Changes to the transmittal memo were discussed.; J. Potter and N. Chartrand will amend the memo.  
22 The Committee agreed the memo should come from the working group Chair on behalf of the Executive  
23 Committee. It requested the memo reflect the Committee's recommendation for adoption.  
24

25 A question was raised regarding the Committee section and Bylaws not syncing with the Commissioner  
26 Handbook draft. Waninger confirmed the Handbook would be updated after bylaw adoption. A  
27 question was raised as to whether the Clean Water Advisory Committee should be a standing or special  
28 committee. The Committee concurred it should stay as a special committee.  
29

30 Potter confirmed the work plan and budget noted in Section 903 is presented to the Board for  
31 informational purposes after approval by the Executive Committee.  
32

33 S. Lotspeich advised he felt the working group process was very thorough for the Bylaws review. He  
34 feels comfortable recommending provision to the entire Board for review and approval.  
35

36 *S. Lotspeich moved that the Executive Committee move the bylaws to the full Board of Commissioners for*  
37 *review and authorize Julie Potter to author the transmittal memo on behalf of the Committee; J. Shatney*  
38 *seconded. Motion carried.*  
39  
40

**COMMISSIONER HANDBOOK**

B. Waninger advised the Handbook is a living document subject to change. Adoption is not required.

Hill-Eubanks noted Appendices labeling needs to be addressed. Shatney said her email address should be updated. Waninger was confirmed information will be updated when new bylaws are adopted.

**PERSONNEL**

Waninger advised Grace Vinson has started as a new Planner. Vinson has five years experience with The Clark Group, facilitating outreach on federal rule changes and condensing public comments for Agency review and action. She has worked with New York State on FEMA risk maps. She was the staff member responsible for EPA's Energy Star program business outreach and training. At CVRPC, she will work in land use planning, energy implementation, emergency management, and special projects.

Waninger confirmed staffing consists of six full-time and two part-time staff and a contracted accountant.

**CONSENT ITEMS**

*J. Potter moved to approve the consent items as presented; S. Lotspeich seconded. Motion carried.*

**COMMISSION MEETING AGENDA**

Shatney suggested confirming the spelling of the VCIL presenter's name. Waninger provided background on the Community Health Needs Assessment information recently completed and to be presented by Patti Fisher. Discussion ensued on how these types of assessments may dovetail into regional planning and inform the planning process. Waninger also advised briefly on the Working Communities challenge and the component of trauma informed communities.

*J. Shatney moved to approve the Commission agenda for November 12<sup>th</sup> with spelling check; D. Torre seconded. Motion carried.*

**ADJOURN**

*D. Torre moved to adjourn at 5:53 pm; M. Gray seconded. Motion carried.*

Respectfully submitted,

Nancy Chartrand  
Office Manager



## Central Vermont Regional Planning Commission

### BOARD OF COMMISSIONERS

December 10, 2019 at 6:30 pm

Central VT Chamber of Commerce Conference Room, 963 Paine Turnpike North, Berlin

6:15 pm – Social and pizza

<u>Page</u>	<u>Time</u>	<u>AGENDA</u>
	6:30 <sup>1</sup>	<b>Adjustments to the Agenda</b> <b>Public Comments</b>
	6:35	<b>Energy Planning Best Practices &amp; Data</b> , <i>Zachary Maia and Nick Kramer</i> (enclosed) Learn about Best Practices of enhanced energy planning (Act 174) and data available to municipalities to meet municipal plan requirements.
	8:00	<b>Regional Plan Committee Rules of Procedure</b> , <i>Laura Hill-Eubanks</i> (enclosed) <sup>2</sup>
	8:10	<b>CVRPC Bylaw Amendment</b> (enclosed) <sup>2</sup> , <i>Julie Potter</i> Discuss, amend as needed, and potentially place on the next meeting agenda for adoption.
	8:15	<b>Meeting Minutes – October 8, 2019</b> (enclosed) <sup>2</sup>
	8:20	<b>Staff, Executive Director, and Committee Reports</b> (enclosed)
	8:30	<b>Adjournment</b>

**Next Meeting: January 14, 2020**

Persons with disabilities who require assistance or special arrangements to participate in programs or activities are encouraged to contact Nancy Chartrand at 802-229-0389 or [chartrand@cvregion.com](mailto:chartrand@cvregion.com) at least 3 business days prior to the meeting for which services are requested.

<sup>1</sup> Times are approximate unless otherwise advertised.

<sup>2</sup> Anticipated action item.



## Potential Board Speakers/Topics for Discussion

### Confirmed Speakers

<i>Month</i>	<i>Topic</i>	<i>Presenter</i>
January	Capstone Community Action	Sue Minter, Executive Director

### Potential Speakers/Topics

<i>Topic</i>	<i>Presenter (tentative)</i>
Panel Discussion on Forest Integrity and Act 250	Jamie Fidel, Vermont Natural Resources Council Ed Larson, Acting Director Central VT Chamber of Commerce/Larson Forestry & Legislative Services Middle ground panelist TBD
VT's Demographics; Stability & Change	Deb Brighton, Bram Kleppner or Stephen Trenholm, VT Tax Structure Commission
Community Health Needs Assessment	Patti Fisher, Chief Medical Officer, Central Vermont Medical Center
THRIVE: Better Together	Joan Marie Misek, Vermont Department of Health
Floodplains and River Corridors	Ned Swanberg, VT Department of Environmental Conservation
RPC Role in Municipal Plan Review for Section 248	Clare Rock, Senior Planner
Town Forest Toolkit	Kate Forrer, VT Urban & Community Forestry Program

### Additional Suggestions from the Commissioner Survey

- Conservation commissions info
- Economic development programs such as TIF Districts and workforce training
- Implications of ACT 46 to towns and their town plan...storm water erosion control is almost more important than buffers ...(zoning by laws)
- How to best get and use grants...a "how to"

- Review of process for amending bylaws and town plan, and what should go in the report submitted to ACCD and CVRPC when those things are amended and ready for public hearing.
- A review of VPIC (Vermont Planning Information Center)
- Relationship with VLCT
- Housing
- Transportation
- Recreation
- Open space
- Organizations:
  - Environmental and community oriented groups.
  - State experts
  - CVEDC
  - Central Vermont Chamber
  - ACCD and its role if any in planning at the small town level
  - VLCT (VLCT attends the VALA [lister/assessor] meetings)
  - Town planning groups
  - The State - in regards to:
    - funding for economic development and how that impacts or will impact planning and zoning
    - infrastructure
    - erosion and water (flooding; water quality; air quality);
    - how will roads/transportation will look in 20 years and how that will impact the systems we have now
    - water resources
    - villages/towns and sprawl (the small lot development that is increasing)
    - traffic loads (get someone from VTRANS and RTS/GMT) and traffic increase in volume over the past 10 years and projections into the future and what it means for planning