



EXECUTIVE COMMITTEE

March 30, 2020

3:00 p.m.

Remote Participation via GoToMeetings:

Via computer, tablet or smartphone: <https://global.gotomeeting.com/join/607801973>

Via telephone: Dial (646) 749-3112; Access Code: 607-801-973 or
for supported devices, <tel:+16467493112,,607801973#>

Physical Location: CVRPC's Office

Page **AGENDA**

3:00¹ Adjustments to the Agenda

Public Comment

3 3:05 Contract/Agreement Authorization (enclosed)²

a) Dept. of Forests, Parks & Recreation – Forest Integrity Amendment 2

3:25 COVID-19 Response

a) Update on continuity of operations

b) Update on services to facilitate local, regional, and state response

c) Adopt new or modified policies to address office closure (enclosed)²

- Personnel Policy Manual modifications

16 – Add technology stipend

 – Implement temporary leave donation program

18 • Internal control modifications

26 • Credit Cards / Charge Accounts Policy and Procedure

4:15 Upcoming Meetings

a) Regular meeting for April 6

b) Scheduling bi-weekly special meetings

¹ All times are approximate unless otherwise advertised



MEMO

Date: March 27, 2020
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Contract/Agreement Approvals

GRANTS & SERVICE AGREEMENTS

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

Department of Forests, Parks & Recreation – Forest Integrity Project Aid Amendment #2

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

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

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

Funding:

Grant Amount: ~~\$30,000~~ \$65,000 (federal)

Match Amount: ~~\$30,000~~ \$65,000

Match Source: High Meadows Winooski Headwaters Resilience (\$40,000), Other RPCs (\$20,840), CVRPC ACCD and/or High Meadows if new project award (\$4,160)

Performance Period: 12/20/2017 - ~~08/31/2020~~ 07/31/2021 (pre-award costs were authorized beginning 09/01/17)

Staff: Clare Rock (primary), Pam DeAndrea, Zachary Maia

Notes: The scope of work above remains the same. Phase II, ii-v, and Phase III, ii, are new tasks. New tasks are highlighted with a red box in the attached contract. New funding by phase includes:

- Phase II - \$10,000 to develop tools municipalities can use to support the Forest Products Industries (working landscape).
- Phase III - \$25,000 to support additional direct technical assistance to municipalities in incorporating forest integrity goals and strategies. Based on the success of CVRPC's previous work, the majority of these funds will be sub-granted to other RPCs for direct technical assistance to their municipalities. The number of municipal plans has increased from 5 to at least 30 and up to 50 plans.

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 06130-FRAGLSR-01		² Original <input type="checkbox"/>		Amendment # <input type="checkbox"/> 2	
³ Grant Title: Forest Integrity Project Aid					
⁴ Amount Previously Awarded: \$30,000.00		⁵ Amount Awarded This Action: \$35,000.00		⁶ Total Award Amount: \$65,000.00	
⁷ Award Start Date: 12/20/2017		⁸ Award End Date: 07/31/2021		⁹ Subrecipient Award: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
¹⁰ Vendor #: 43329		¹¹ Grantee Name: Central Vermont Regional Planning Commission			
¹² Grantee Address: 29 Main Street, #4					
¹³ City: Montpelier		¹⁴ State: VT		¹⁵ Zip Code: 05602	
¹⁶ State Granting Agency: Forests, Parks and Recreation				¹⁷ Business Unit: 06130	
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$65,000.00 Description: 50/50 match			
²⁰ If this action is an amendment, the following is amended: Amount: <input checked="" type="checkbox"/> Funding Allocation: <input checked="" type="checkbox"/> Performance Period: <input checked="" type="checkbox"/> Scope of Work: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>					

SECTION II - SUBRECIPIENT AWARD INFORMATION

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

SECTION III - FUNDING ALLOCATION

STATE FUNDS					Required Federal Award Information		
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions			
General Fund			\$0.00				
Special Fund			\$0.00				
Global Commitment (non-subrecipient funds)			\$0.00				
Other State Funds			\$0.00				
FEDERAL FUNDS (includes subrecipient Global Commitment funds)					Required Federal Award Information		
³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
10.664	Cooperative Forestry Assistance: Forest Integrity	\$30,000.00	\$35,000.00	\$65,000.00	17-DG-11420004-243	07/17/2017	\$218,000.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
			\$0.00				
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$30,000.00	\$35,000.00	\$65,000.00			

SECTION IV - CONTACT INFORMATION

⁴¹ STATE GRANTING AGENCY		⁴² GRANTEE	
NAME: Elise Schadler		NAME: Bonnie Waniger	
TITLE: Urban Forestry Program Manager		TITLE: Executive Director	
PHONE: (802) 522-6015		PHONE: (802) 229-0389	
EMAIL: elise.schadler@vermont.gov		EMAIL: waninger@cvregion.com	

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Grant #06130-FRAGLSR-01 – Amendment #2



Vermont Department of Forests, Parks & Recreation

Agency of Natural Resources

STANDARD GRANT AMENDMENT

1. Parties: This is an Amendment for Grant #06130-FRAGLSR-01 for services between the State of Vermont, Department of Forests, Parks & Recreation (hereinafter called "State"), and Central Vermont Regional Planning Commission (hereinafter called "Subrecipient"). This is the second change.
2. Party certifies under the pains and penalties of perjury that, as of the date that the amendment to the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
3. Reason for Amendment: The reason for this Amendment is to 1) extend the performance period due to an extension to the underlying USDA Forest Service award, 2) to increase the maximum amount under the Agreement by \$35,000, and 3) to add to the scope of services additional technical assistance to Vermont municipalities to incorporate forest integrity language into municipal plans. The additional scope of services and funding is due to a revised Maintaining Forest Integrity project approach by the State resulting in allocating additional USDA Forest Service funds to Subrecipient to capitalize upon Subrecipient's expertise to guide a statewide effort for direct technical assistance.
4. Change:

Page 1:

#5 Amount Awarded This Action,	Delete: \$0.00	Insert: \$35,000
#6 Total Award Amount,	Delete: \$30,000	Insert: \$65,000
#8 Award End Date	Delete: 8/31/2020	Insert: 7/31/2021
#34 Amount Awarded This Action,	Delete: \$0.00	Insert: \$35,000
#35 Cumulative Award	Delete: \$30,000	Insert: \$65,000

5. Delete: Attachments A, B and C in the original agreement with the revised attachment below.
6. Amendment: All other terms and conditions of the original grant remain in full force and effect. No other changes, modification or amendments in the terms and conditions of this grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.

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

STATE OF VERMONT

SUBRECIPIENT

By:

By:

Michael C. Snyder, Commissioner

Name: (Print) Bonnie Waninger

Department of Forests, Parks & Recreation

Title: Executive Director

Date: _____

Date: _____

Attachment A
SCOPE OF WORK TO BE PERFORMED

1. Description: The Subrecipient shall assist the State with the Forest Integrity Project by providing municipalities and regional planning commissions with professional guidance, expert advice, and current forest integrity mapping and modeling resources. Subrecipient will also work with partners to develop a municipal informational sheet outlining the status of Vermont forests and listing a description of the various ways municipalities can support the wood products industry in Vermont. Project work will focus on providing resources, expertise, and outreach to transfer knowledge and skills statewide and regionally. The goal of this project is to work collaboratively to maintain forest integrity, plan for development and conserve forests by improving technical resources, providing targeted forest assessments, and providing tools to integrate forest integrity considerations into the land use planning process.
2. Work shall be completed in accordance with this Attachment A, Attachments B and C, and as specified by the State.
3. All invoices and reports shall be submitted to the State by 7/31/2021.
4. The Subrecipient shall complete work through the following phases:
 - a. Phase I: Project Initiation and Steering Committee Participation
 - i. Attend and participate in six (6) workgroup meetings to support project start-up, implementation, technology transfer and evaluation.
 - b. Phase II: Conservation Planning Aids, Mapping Tool and Educational Materials
 - i. Update and augment forest conservation planning materials and mapping tool that provide guidance for identifying and conserving working forest landscapes for multiple values and uses.
 - ii. Develop and implement a survey to municipal officials to learn about how municipalities are supporting the forest economy.
 - iii. Develop a municipal information sheet outlining the status of Vermont forests and listing a description of the various ways municipalities can support the forest economy.
 - iv. Create an accompanying photo slideshow illustrating forest management practices and the various aspects of the local supply chain, designed to help increase awareness of forest management practices and communicate aspects of the supply chain.
 - v. Present information from the survey and the municipal information sheet to at least two (2) technical advisory committee meetings for peer-review.
 - c. Phase III: Technical Assistance and Testing
 - i. Test the resources developed in Phase II by providing technical assistance and resources to municipalities and regionally planning commissions who are updating plans.
 - ii. Develop, one (2) regional, and at least 30 and up to 50 municipal plans that include forest integrity goals and strategies, dependent on capacity of participating municipalities and regional planning commissions.
 - iii. Provide written feedback, including recommendations for planning aids and mapping tool adaptations.
 - iv. Submit a list outlining the technical assistance provided, including municipalities served and participating regional planning commissions
 - d. Phase IV: Training
 - i. Conduct training(s) as outlined below to transfer knowledge and skills that prepare leaders to lead planning and conservation in their municipalities/regions.
 - i. Support five (5) workshops for regional planning commissions.

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- ii. Support ten (10) workshops for local planning and conservation commissions members by participating in development, outreach and delivery of workshops.
- e. Phase V: Project Sharing and Evaluation
 - i. Share forest integrity products to inform and assist neighboring states through a regional workshop, a webinar series, and professional presentations.
 - ii. Present findings and distribute copies of municipal information sheet described in paragraph b (Phase II) at least one (1) professional conference.
 - iii. Assist with adapting tools based on recommendations and evaluation.
 - iv. Participate in webinar series, and regional stakeholder meeting.

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**ATTACHMENT B
PAYMENT PROVISIONS**

1. The State shall pay a maximum grant award of \$65,000.00 with a \$65,000.00 Subrecipient match requirement. The Subrecipient is required to provide match equal to the amount of grant funds expended by the conclusion of the agreement. Match may be cash or in-kind contributions in accordance with 2 CFR Part 200.
 2. Subrecipient may submit invoices at six-month intervals for actual expenditures for the periods ending June 30 and December 31. All invoices must be accompanied by a progress report demonstrating work accomplished by phase. The State shall make payment upon receipt and approval of invoices.
 3. Upon completion of work under this agreement the Subrecipient shall provide documentation of the required match for final payment to be made. If the required 50% match is not provided by the Subrecipient the Subrecipient may be responsible for repaying grant funds to the State.
 4. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Subrecipient unless written approval is received from the State.
 5. Pre-award costs dating back to 9/1/17 are allowed for work completed in accordance with Attachment A.
 6. The Subrecipient shall submit a final fiscal and performance report within 30 days following the end date of this agreement.
 7. If the work described in any invoice as provided by the Subrecipient, has not been completed to the satisfaction of the State, as determined by the State's Grant Manager listed below, the State reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges.
 8. The State shall not be responsible for any other expenses of the Subrecipient.
 9. Invoice Submission: The Subrecipient shall submit all invoices by e-mail to ANR.FPRAgreements@vermont.gov copying the State Project Manager, Elise Schadler, at elise.schadler@vermont.gov
Invoices shall be addressed to:
Vermont Department of Forests, Parks and Recreation
Accounts Payable
1 National Life Drive, Davis 2
Montpelier, VT 05620-03801
- In the event that the Subrecipient cannot submit invoices by e-mail invoices shall be mailed to the above address.
10. The Subrecipient agrees to maintain records of cost of work for a minimum of three (3) years from the end of the grant period.

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**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.

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- 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)



MEMO

Date: March 29, 2020
To: Executive Committee
From: Bonnie Waninger, Executive Director
Re: Fringe Benefits Change

✕ **ACTION REQUESTED:** Authorize a \$40 monthly technology stipend for employees while employees are required to work remotely due to the COVID 19 pandemic.

What is a technology stipend?

Technology stipends are payments made to employees to compensate them for the use of their personal mobile phone for work purposes. Stipends are monthly payments that are intended to cover some or all of the user's cellular service plan.

How was the amount determined?

Two factors were used to determine the amount.

According to the Oxford Economics survey, conducted in 2018, 89 percent of organizations provide a full or partial stipend to compensate employees for their mobile phone expenses. Businesses and public sector organizations that provide mobile phone stipends for employees pay \$36.13 per month on average, according to the survey.

Northwest RPC is offering \$40 per month during the COVID pandemic in recognition that remote work is expected to substantially increase home-based work costs. Northwest's office was close for three months several years ago and all employees worked remotely. Its stipend is based on that experience.

When would the stipend be paid, and for how long?

On March 17, 2020, the CVRPC office closed and staff moved to remote work due to the COVID 19 pandemic. The decision to close the office was made because Governor Scott had requested that state employees telecommute if possible. Closing the office and remote work maintained the health of our employees, who work with a large number of people, the majority of whom are older adults.

If approved, the stipends would be retroactive to March 17th and continue for the majority of staff until CVRPC's office was reopened. Stipends for some employees may continue longer depending on how the COVID recovery process unfolds.

How will the stipend be paid?

Compensation would be made through a payroll stipend as these types of stipends are considered taxable income. The March stipend would be a half stipend and be paid with the April 10th payroll. Thereafter, the stipend would be prorated to the bi-weekly payroll period at \$18.46 per pay period.

Internal Control Updates

Draft updates to Internal Controls were instituted on 03/20/2020 as a result of the COVID 19 pandemic and resulting need to close the physical office and institute telecommuting by all employees and CVPRC's Accountant. The Office Manager and/or Executive Director complete limited office duties at least two days per week. The Controls were clarified on 03/29/2020 and provided to the Executive Committee for adoption on 03/30/2020.

Timesheets

- Staff completes timesheet, digitally signs it, and saves it in their timesheet folder.
- Staff emails Executive Director to alert her that timesheet is complete. Staff without server access emails their completed timesheet to Executive Director.
- Executive Director reviews and approves or returns to staff for corrections.
- When approved, Executive Director emails Office Manager to notify her that QuickBooks (entry can occur.
- Office Manager enters timesheets into QB, prints QB cover, and attached it to timesheet. Office Manager files completed timesheets in finance office files.
- Office Manager notifies Accountant and Executive Director via email that all timesheets are entered.

Expense Reimbursement

- Staff completes their expense form, digitally signs it, and saves the digital copy in their respective expense folder.
- Staff emails Executive Director to notify her that the expense form is complete (Grace emails form to Executive Director).
- Executive Director reviews and approves or returns for corrections.
- When approved, Executive Director emails Office Manager to notify her that QB entry can occur.
- Office Manager enters expenses (Note: Accountant or Executive Director will train Office Manager on expense versus item entry).
- Office Manager notifies Accountant when all entered, scans all forms, and emails them to Accountant. Originals are filed in *Payables to be Scanned* folder. Office Manager makes copies of expense forms and backup as needed for job billing and files information in accordion folder in finance office by job.
- Accountant quality controls/proofs QB data entry work prior to issuing payment or initiating invoicing process.

Bills (Received from Vendors)

- All bills are reviewed as they are received (via mail or email)
- Project bills may arrive via mail to CVRPC office or via email to project manager. If arrive

via mail, Office Manager or Executive Director scans bill and emails to project manager.

- Project manager reviews bill and initials to signify the bill is appropriate, the amount is appropriate, any required bill back up or work product has been provided, and work completed is acceptable. Project manager prints bill to CVRPC copier or if no server access, emails or mails approved bill to Office Manager. Project manager emails Office Manager notice of bill, including job/sub-job name. Bills for IT services or for purchases made directly by staff also must be reviewed and approved by IT staff or staff making the purchase and sent to Office Manager.
- Office Manager or Executive Director stamps bills with bill date received and the bill stamp, codes the bill appropriately with customer information, job name, and expense code.
- Executive Director reviews bill, initials to signify bill is ready for payment, and places bills in finance office *Bills to be Entered* file. If Office Manager will not be in office that week, Executive Director scans bills and emails them to Office Manager on Thursday or Friday.
- Office Manager enters bills into QB (including credit card receipts). Bills are filed in *Payables to be Scanned* folder.
- Accountant quality controls/proofs QB data entry work prior to issuing payment or initiating invoicing process.

Weekly Payables

Payables are prepared weekly unless payment due date would be missed. The process is as follows:

- Office Manager or Executive Director scans payables on Thursday or Friday and emails them to Accountant. Scanned payables are refiled in *Scanned Payables* folder.
- Accountant emails Executive Director an account payables report to confirm QB data entry has been quality controlled and notes cash on hand.
- Executive Director reviews the report, initials it to signify checks can be written, and emails Accountant to signify checks can be written.
- Accountant arranges time on Monday or Tuesday when she is available and Office Manager or Executive Director is in office to place checks in the copier.
- Office Manager or Executive Director place checks in the copier. Accountant prints checks.
- Office Manager notifies Executive Director via email that checks are ready for signing and places checks in folder in Executive Director's inbox.
- Executive Director prints check register and verifies that check amounts and other information matches the invoice and signs checks.
 - If Executive Director is unavailable, Office Manager scans invoices and emails them to the Secretary/Treasurer with a request to use Secretary/Treasurer signature stamp to sign checks.

- If Secretary/Treasurer provides written approval (email acceptable), Office Manager verifies check information matches the invoice amount and stamps checks with Secretary/Treasurer signature. Written approval saved in the appropriate audit folder in the finance files.
- Office Manager or Executive Director mails checks to vendors.
- Office Manager or Executive Director attaches check stub to applicable invoices and files them in the vendor files.

Note: Office Manager is working to arrange ACH and/or bill pay through CVRPC's bank as allowed by each vendor. When this ready, revised bill payment protocols will be developed to maintain internal controls.

Invoices (Sent to Customers)

For Fee for Service activities (Ex. GIS or copier services):

- When Fee for Service sale is completed, a Non-Contractual Service form is completed and provided to Office Manager.
- Office Manager provides form to Accountant.
- For cash sale, sale is entered into QuickBooks by Accountant. Cash is placed in envelop in Deposits folder.
- For billable sale, invoicing will be completed by Accountant after timesheet information has been entered.

For contract/agreement invoices (VTrans, DPS, etc.):

- When a new contract is initiated, Office Manager completes a contract summary sheet. Copies of the summary emailed to Accountant and saved on the server at M:\Admin\Contracts\Contracts - Received\Contract Summaries.
- Office Manager updates timesheet template with categories to be tracked. This may require consultation with the Executive Director.
- Office Manager completes entry of staff timesheets into QB monthly by the 12th of the month.

Week of 03/16/2020

- Executive Director scans all information in accordion file by project and emails to Accountant.
- Accountant enters any outstanding payables into QB.
- Accountant prepares invoices, compiles invoice packet, and emails it to Executive Director. Subject line should read "Invoice for Review/Signature – Job Name".

- Executive Director reviews to ensure backup information¹ matches invoiced amount, notes correction need, or approves invoice for submission to customer. Executive Director signs approved invoice packets as appropriate. Executive Director notifies Accountant of approval and/or emails signed document.
- Accountant saves full invoice packet (cover letter, progress report, match documentation, products, etc. as required by customer) on CVRPC server in appropriate Grants Manager job folder using file name that includes date sent. Based on file size, deliverables can be saved separately from invoice materials.
- Accountant submits invoice packet and copies Executive Director and Office Manager on submission.
- Office Manager prints CVRPC invoice(s) only and places in *Receivables Sent* folder.
- Office Manager tracks invoices paid and follows up on non-payments as needed based on customer payment pattern.

New Process as of 03/21/2020

- Office Manager verifies with project managers and Executive Director that all anticipated bills have been received for billable jobs.
- Office Manager notifies Accountant when all timesheets and anticipated bills are entered into QB after month end.
- Accountant quality controls all billing information.
- Accountant prepares invoices, compiles invoice packet, and emails it to Executive Director. Subject line should read "Invoice for Review/Signature – Job Name".
- Executive Director reviews to ensure backup information¹ matches invoiced amount, notes correction need, or approves invoice for submission to customer. Executive Director signs approved invoice packets as appropriate. Executive Director notifies Accountant of approval and/or emails signed document.
- Accountant saves full invoice packet (cover letter, progress report, match documentation, products, etc. as required by customer) on CVRPC server in appropriate Grants Manager job folder using file name that includes date sent. Based on file size, deliverables can be saved separately from invoice materials.
- Accountant submits invoice packet and copies Executive Director and Office Manager on submission.
- Office Manager prints CVRPC invoice(s) only and places in *Receivables Sent* folder.
- Office Manager tracks invoices paid and follows up on non-payments as needed based on customer payment pattern.

¹ Typical attachments to invoices include: time by job summary report, consultant bills, other direct expense bills, etc.

Monthly Processing

The following information is collected on a monthly basis to complete month-end processing and invoices:

- Office Manager completes Paid Time Off summary.
- Office Manager receives and opens bank statements or Executive Director downloads them as appropriate to account.
- Executive Director reviews, initials, and dates bank statements.
- Accountant reconciles all bank statements in system and provides reconciliation to Executive Director.
- Executive Director reviews reconciliation, and initials and dates it.
- If there are any journal entries, Accountant provides them to Executive Director.
- Executive Director reviews and approves journal entries and files with financial files.
- Accountant prepares budget reports, open invoices report, etc. and emails them to Executive Director.
- Executive Director reviews budget reports, open invoices report, etc. and emails Accountant with any questions.
- Balance sheet, open receivables report, and budget to actuals statement are provided to the Executive Committee monthly; Paid Time Off summary is provided quarterly.

Bank Statement Reconciliation

- Executive Director prints Northfield Savings Bank (NSB) reserve account statement, initials and dates to signify receipt and review, and files it in *Documents to Scan* folder.
- Office Manager or Executive Director opens bank statements that have been mailed².
- Executive Director reviews, initials, and dates bank statements. If Executive Director is not in office, Office Manager scans bank statements and emails them to the Director.
- Office Manager or Executive Director scans initialed bank statements and emails them to Accountant. Scanned documents are filed in the *Scanned Documents* folder.
- Accountant reconciles all bank accounts and prints them to CVRPC copier.
- Office Manager or Executive Director staples reconciliations to bank statements. If Office Manager, Office Manager provides reconciliation packet to Executive Director.
- Executive Director reviews reconciliations, and initials and dates them.
- Office Manager files reconciliation package in financial files.

Deposits

Unless otherwise instructed, all deposits will be made to the Community National Bank checking account. The process used for deposits is as follows:

² People's United Bank account closed 02/20/2020. Final account statement received 03/10/20.

When checks arrive:

- Office Manager or Executive Director scans check and notifies Accountant and Executive Director, or Office Manager as appropriate, via email.
- Office Manager or Executive Director date stamps the check stub, photocopies the check (if no check stub, makes two copies of the check), records the check receipt in the *Checks Received* ledger, and places the check(s) and photocopy(s) in *Deposits* file.
- Accountant records the payment received in QB and prepares and prints a deposit slip.
- Office Manager or Executive Director photocopies the deposit slip, makes the deposit, and provides deposit proof to Accountant and Executive Director, or Office Manager as appropriate, via email.
- Office Manager or Executive Director attaches the bank slip and associated invoice(s) (from the *Receivables Sent* file) to a photocopy of the check(s) and deposit slip.
- Office Manager files the information in the financial files.
- If checks are not deposited promptly at the bank, they are to be stored in a secure, locked location, preferably in the financial file cabinet.

When payments are made via Automated Clearing House (ACH):

- Executive Director prints copy of deposit proof, saves the proof to the server in the "Bank" folder, provides two printed copies to Office Manager for finance files, and emails Accountant and Office Manager a digital copy of the deposit.
- Accountant records the payment received in QB.
- Office Manager or Executive Director attaches the deposit proof to the associated invoice(s) (from the *Receivables Sent* file).
- Office Manager files the information in the financial files.

Payroll

The following procedures occur as noted:

- Weekly: Staff completes the timesheet process noted under *Timesheets*
- Bi-weekly: Accountant generates payroll for salaried staff or, for hourly staff, from the hours that have been entered into Excel timesheets.
- Bi-weekly: Accountant prints payroll reports: Payroll Item Detail, Payroll Transaction Detail, Payroll Transactions by Payee and pay stubs. Office Manager emails pay stubs to all staff (direct deposit choice) or provides staff with a printed check and stub (hard copy check choice).
- Bi-weekly: Executive Director reviews and initials payroll reports.
- Bi-weekly: Accountant writes/initiates payroll.
- As Needed: Accountant prepares transfers. Transferred must be approved in advance via email by the Executive Director. Executive Director or Office Manager completes

transfers. Office Manager files transfer deposit slip.

- Payroll is automatically deposited or paychecks are distributed on the Friday after closure of the pay period.
- Bi-weekly or as required by law or CVRPC's policies: Accountant processes payroll liabilities and prints a payroll liabilities confirmation.
- Executive Director reviews and signs payroll liabilities confirmation.
- Monthly: Office Manager posts compensatory time, sick leave, and vacation time to the Paid Time Office spreadsheet.
- As required:
 - Office Manager completes new hire reporting.
 - Accountant completes quarterly reports, taxes and W-2's.

Credit Card

Use of the CVRPC credit card by employees is with Executive Director's permission only, and is governed by CVRPC's *Employee Use of Credit Cards or Charge Accounts Policy*.

- Credit card charge receipts are provided to Executive Director, or in the case of Executive Director, are provided to the Chair or Secretary/Treasurer
- Receipts are stamped (similar to bills), marked with billing codes/accounts, and approved by Executive Director.
- Receipts are entered into QB by Office Manager. If Office Manager has used the card, receipts are scanned by Executive Director and provided to and entered by Accountant.
- Office Manager reconciles credit card statements and notifies Accountant when completed.
- Accountant quality controls/proofs QB data entry work prior to issuing payment or initiating invoicing process.
- Executive Director reviews and approves the credit card reconciliation and authorizes payment.

Petty Cash

CVRPC does not maintain petty cash.

Financial System Security

Security of the CVRPC's financial and personnel records shall be maintained through password protected files and lockable file drawers. Use of the CVRPC's financial management system shall be password protected with permissions access grant to users as follows:

- Administrative full access with permission to make user changes (Executive Director, Accountant)
- Full access, without the ability to grant permissions (Executive Director, Accountant)

- View and print access (All Staff)
- View access for account balance and statement (All Staff)
- Weekly timesheet (All Staff)

Keys to lockable file drawers holding the CVRPC's financial and personnel records and lock box shall be provided as follows:

- Personnel files (Executive Director)
- Financial files (Executive Director, Office Manager, Accountant)
- Lock box (Executive Director, Office Manager)

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Employee Use of Credit Cards or Charge Accounts Policy

1. Authorization – The Executive Director or his/her designee must authorize the use of a company credit card or charge account by an employee.
2. Employee Agreement – The employee must sign an agreement acknowledging that s/he has read and understands the policies and procedures governing the use of a company credit card or charge account.
3. Restricted Use – The use of a company credit card or charge account is subject to the following restrictions:
 - No personal or private expenditure must be to be charged to a company account. Use of CVRPC credit cards and accounts is limited to expenses related to operation of the CVRPC.
 - The credit card account primarily is to be used for large expenses, such as annual license or use expenses (e.g. licenses), professional development expenses, and instances when a vendor requires advance payment and circumstances prevent a check from being issued.
 - Regular operating expense (e.g. telephone bills, internet agreement, etc.) must not be charged to the credit card without permission in writing from the Executive Director.
 - Professional development expenses, such as transportation, lodging, and conference registrations, should be submitted for payment via company check or expense reimbursement whenever possible.
 - Capital purchases should never be charged to a credit card.
 - During the COVID 19 pandemic, the Executive Director is authorized to use the credit card for regular vendor payments to facilitate remote work. This authorization shall remain valid for 90 days after the date that the state of emergency ends.
 - Each expense charged must have the same type of documentation that would be included on a request for reimbursement: an actual itemized receipt with customer and sub-job name, expense item, and brief explanation. For example, if the expense is for meeting food, note on the receipt which committee/project meeting and how many attendees participated.
 - Use of the credit card must be pre-approved by the Executive Director, or in the Executive Director's absence, the Office Manager. When used by the Executive Director, the receipt must be provided to the Chair or Treasurer, who will acknowledge in writing use of the card by the Director. This acknowledgement may occur after the expense, but it must occur within 30 days of the charge.
 - Documentation of each expense must be submitted to the Office Manager as soon as possible, and no later than 7 days from the date of purchase.
 - No cash advances (e.g. money orders, ATM, cash wiring, etc.) are permitted.
 - Any incentive program benefits derived by the use of company credit cards or charge accounts will be the property of CVRPC. The Executive Director will determine the use of such incentive program benefits.
4. Security - Employees authorized to use the credit card or charge account are responsible for the security of the card or account, and for the privacy of any information related to the company. The

employee must maintain physical possession of the credit card while authorized to use it, insure the card is free from fraudulent activities, and insure the card's identification number is protected when authorized to use the card. All users must follow secure practices for online credit card use as determined by CVRPC IT staff. The credit card or charge account is limited for use by the authorized employee and not any other individual.

5. Sales Tax – CVRPC is a political subdivision of the State of Vermont. Therefore, it is exempt from sales tax. Sales tax must not be included with the cost of any purchase as it may not be reimbursable by funders. The employee making the purchase may be personally responsible for payment of sales tax if an exemption form is not provided to the vendor.
 - *Credit Card Purchases:* Employees must use CVRPC's tax exempt certificate when making a credit card purchase. For out of state professional development, the employee should inform the Office Manager Finance Accountant in writing about the travel prior to traveling. The Office Manager Finance Accountant will determine if the state in which sales tax will be charged has a reciprocal sales tax arrangement with the State of Vermont.
 - *Charge Account Purchases:* Charge accounts with vendors must be established as tax exempt accounts.
6. Card Payments - Payments, late fees and interest related to unauthorized or undocumented charges are the responsibility of the employee.
7. Policy Violations - Violations of CVRPC's credit policy may result in disciplinary action, including termination of employment or prosecution.

Adopted by the Executive Committee on 09/04/18

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Employee Use of Credit Cards or Charge Accounts Procedure

Credit Cards

The Central Vermont Regional Planning Commission maintains two credit cards, a MasterCard issued by People's United Bank and a Staples card. Both cards are kept in the locked financial file cabinet.

The Commission does not issue credit cards to employees. One credit card is kept in the name of the company only. Employees are not authorized to open credit card accounts in the company's name without prior authorization of the Executive Committee.

The Commission also maintains a credit account with Staples for purchases of office supplies and equipment by the Office Manager, or in the Office Manager's absence, the Executive Director or the Director's designee.

1. *MasterCard Credit Card*

- Use is limited to online purchases where credit accounts have not or cannot be established and to purchases for which a vendor will not issue an invoice for payment by company check.
- Pre-approval from the Executive Director is required to use the card.
- If a decision needs to be made immediately and the Executive Director is out of the office, the Office Manager must approve use of the card. The Executive Director should be notified of the credit card use as soon as possible after the purchase.
- When using the CVRPC credit card, the authorized user must:
 - Insure the goods or services purchased are budgeted and allowable expenditures prior to using the card;
 - Determine if the intended purchase is within the credit card limit;
 - Inform the merchant that the purchase is tax exempt and provide CVRPC's tax exempt number.
 - Obtain an itemized receipt for all purchases.
 - Review the receipt at time of purchase and request a credit if taxes were charged in error.
- The card should never be removed from the office without the Executive Director's permission.

2. *Staples Credit Card*

- CVRPC has an account with Staples linked to the credit card.
- The Office Manager will place orders as necessary.
- The Finance Accountant will enter each purchase into QuickBooks and file the receipt for later reconciliation.
- When the bill arrives, the Finance Accountant will reconcile the bill and provide the reconciliation packet to the Executive Director for approval of credit card payment.
- Payment must be by check.

- The card should never be removed from the office without the Executive Director's permission. When returning an item purchased online to a local store, the credit card will need to be taken and used to assure the account will be credited.

Charge Accounts

CVRPC maintains charge accounts with the following vendors (information to be updated as needed):

<i>Vendor</i>	<i>Expense item</i>	<i>Charge Limit</i>
Capitol Stationers	Office supplies	No limit
Dell Business Credit	Computer equipment and associated supplies	No limit
Jamar Technologies	Transportation equipment and associated supplies	No limit
Pitney Bowes Purchase Power	Postage for postage meter	No limit
Amazon Business	Office Supplies	\$7,500

1. Employees are not authorized to open charge accounts in the company's name without prior authorization of the Executive Director.
2. Establishment of charge accounts is limited to regular vendors that do not issue invoices, and to vendors that require charge accounts be established before goods or services are provided.
3. Purchases made through charge accounts must be approved by the Executive Director.
4. When using a CVRPC charge account, the authorized user must:
 - Insure the goods or services purchased are budgeted and allowable expenditures prior to placing the order;
 - Determine if the intended purchase is within the charge account limit;
 - Review the digital receipt at time of purchase to insure the order is accurate and sales tax has not been charged.
 - Provide an itemized receipt to the Office Manager. The receipt must be coded with job and sub-job name (if applicable), expense item, and purchaser's initials before it is provided to the Executive Director for approval.
 - Review the order at the time of receipt to insure all items have been shipped and the shipping invoice is correct.

FOR INFORMATION ONLY - Internal Controls begin on page 7.

**CENTRAL VERMONT REGIONAL PLANNING COMMISSION
ADMINISTRATIVE AND FINANCIAL MANAGEMENT
POLICIES AND PROCEDURES
As adopted March 5, 2012**

CVRPC's Accounting System

CVRPC uses a method of accounting known as “fund accounting.” Fund accounting groups assets and liabilities according to the specific purpose for which they are to be used. For-profit organizations have one set of accounts, the general ledger. Non-profit organizations have multiple funds because restricted and unrestricted funds must be tracked separately. CVRPC has two funds: the general fund and the reserve fund. CVRPC’s accounting practices are performed according to the generally accepted accounting principles (GAAP) for local government as established by the Government Accounting Standards Board (GASB).

CVRPC’s financial system is a modified accrual system. Revenue is recognized when earned and measurable (usually evidenced by delivery of goods or services to a customer and issuance of an invoice for same). Expenditures are recognized when the liability is incurred (usually measured by receipt of goods or services rendered and an invoice for same).

CVRPC’s financial accounts are audited annually by a certified public accountant (CPA). This audit is to confirm that the financial statements are free of “material misstatement” and give an accurate accounting of CVRPC’s funds.

CVRPC's Revenue Sources

CVRPC is a service-based organization; our employees and their knowledge and skills are our primary assets. CVRPC generates revenues through grant agreements and contracts, member town appropriations, interest, and non-contractual services. Typically, CVRPC manages as many as 20 contracts simultaneously. Contract sources include:

Federal Grants and Agreements: These agreements come with significant contractual requirements that CVRPC must honor. For instance, if CVRPC expends more than \$500,000 in Federal funds in a fiscal year, it must complete a single audit. This audit focuses special attention on the contract/agreement in which the most funding was expended.

State Grants and Contracts: These also come with contractual requirements. The State has standard requirements that apply to all of its contracts. Some State contracts are funds that the State has received from the Federal government. Therefore, these contracts include both State and Federal contractual requirements.

Municipal Contracts: CVRPC provides planning and special project management services to towns and

villages upon request.

Member Town Appropriations: Annual appropriations are a critical component of CVRPC's budget. They are used to support match requirements for State, regional and municipal projects, especially those funded through grants and the Transportation Planning Initiative with the Vermont Transportation Agency.

Other Revenue Sources: CVRPC performs non-contractual work for municipalities, non-profit organizations, regional partners, and, as time permits, private companies. This work is typically GIS services. Other revenue also includes interest earned and special duties, such as administrative work done for the Mad River Valley Planning District and the Wrightsville Beach Recreation District.

CVRPC's financial system tracks revenues and expenses through job codes. Each contract is assigned a name, such as VTrans TPI. Every expense at CVRPC is assigned a job code. Monthly invoices are written to bill the contract source for the expenses of each job.

No contract job code applies when a cost is incurred for a common purpose benefiting or supporting all Commission programs and activities. These expenses are considered administrative or indirect expenses. These expenses are pooled together through an indirect rate applied as a percentage to salary and fringe benefit costs for staff. The indirect rate allows all program/jobs to share these expenses equitably. Audited costs for the prior fiscal year serve as the basis for the indirect rate applied to the current year.

Monthly Reports

Financial statements are provided to the Executive Committee prior to their monthly meeting, including the following reports:

Balance Sheet - The Balance Sheet is a statement showing the assets and liabilities of the organization as of a particular date. It reflects a snapshot view of CVRPC's financial position - what it owns and owes at that point in time.

Budget to Actual – Compares the adopted budget with actual revenue and expenditures.

General Fund Accounts

The General Fund is CVRPC's primary operating fund. Our daily activities are supported by the general fund, such as the purchase of supplies and meeting operating expenditures.

Reserve Fund Accounts

Reserve funds are set aside to:

- a) ensure that the Commission can continue to provide a useful level of services in times of tight budget

years;

- b) provide for emergency funds since it is unclear whether RPCs can take on debt; and
- c) ensure sufficient funding to close down should that ever be the case. CVRPC has an adopted Capital Assets policy to guide management and use of these funds.

The general practice by CVRPC has been to have 3 months of operating funds set aside as reserves. The dollar value varies in any given year based on changes in operating costs, such as increases or decreases in rent, staffing, and general expenses. However, the National Association of Development Organizations (NADO) recommended in 2011 that the 3-month practice should be updated to 6 months. NADO also acknowledged that the current political and fiscal environment might not be appropriate for building reserves to 6 month levels.

Accounts Receivable: A summary of billings for work completed by CVRPC for which payment has not yet been received. Receivables represent the amount *owed to* CVRPC by outside parties. Receivable amounts are tracked in relationship to Accounts Payable amounts.

Accounts Payable: A summary of bills received by CVRPC for which payment is due. Payables represent the amount *owed by* CVRPC to outside parties.

Deferred Revenue: Advances received on contracts and grants. These funds are considered a liability because CVRPC would need to pay back this funding at the grant/contract close if the funds weren't fully utilized.

Payroll Liabilities: Amounts withheld from bi-weekly staff payroll for which future payments are due. This includes fringe benefits and state and federal taxes. These funds are considered a liability because they are being held in trust by CVRPC on behalf of the employee until the payments are due.

In a for-profit business, equity includes assets financed by an owner or net profit that is retained in the business. In a non-profit organization, equity reflects the fund balance.

Fund Balance: Net worth measured by total assets minus total liabilities.

Net Income: Often referred to as "the bottom line," net income is the profit or loss (if negative number) for a reporting period.

Profit and Loss Statement

This financial statement summarizes the revenue and expenses incurred during a specific period. These records provide information that shows CVRPC's ability to generate profit by increasing revenue and reducing costs. The Profit and Loss (P&L) statement is also known as a "statement of profit and loss," an "income statement" or an "income and expense statement."

Revenue is CVRPC's income. Revenue shown is the amount of income.

Operating expenses are the costs associated with daily operations at CVRPC. These are the expense categories defined in our budget.

Net income is revenue minus total expenses. Net income demonstrates the financial health of CVRPC and should be a positive number. If expenses are greater than income, the amount will be negative.

Accounts Receivable

Accounts Receivable are services rendered by CVRPC and invoiced, but payment has not yet been received. In for-profit businesses, owners know that some customers who receive credit will never pay their account balances. These uncollectible accounts are also called bad debts. For CVRPC, “bad debt” could take two forms: disallowed costs by funding agencies or non-payment of bills by private customers. Bad debt is extremely rare for CVRPC. Disallowed costs usually take the form of budget overruns or ineligible costs. Disallowed costs are unusual and can often be absorbed by other CVRPC revenue sources, such as CVRPC’s state allocation or its municipal appropriations. If the costs are ineligible under either source, CVRPC must use its general operating reserves to cover the costs. Because of the rarity of this event, the organization has elected not to list bad debt as an item in its general ledger.

Accounts Payable

Accounts payable are services that CVRPC has received and been invoiced, but the invoice has not yet been paid.

Receivables and payables are monitored by the Office and Grants Manager and the Executive Director so as to be received and paid within 30 days of invoicing.

Note: CVRPC’s Office and Grants Manager position has been replaced by an Office Manager and a Finance Manager. CVRPC fulfills the Finance Manager duties through a professional services contract with Nicole Sancibrian CPA. The party currently fulfilling the Office and Grants Manager duties in this document is the contracted Finance Manager unless otherwise noted in parenthesis.

Conflict of Interest

CVRPC’s conflict of interest policy is contained in CVRPC’s Personnel Policies and states,

“Employee Conduct and Conflict of Interest: A. The Commission expects and requires employees to adhere to standards of conduct that are required for the effective functioning of the Commission. Failure to observe these standards can result in disciplinary actions and, in some situations, termination of employment. Conduct off the job is not specifically covered by these policies, and may not be a subject of disciplinary action unless such conduct affects on the job ability and/or performance. B. Employee Conflict of Interest: As public employees, Commission employees should avoid any conflict of interest or appearance of conflict of interest in their job. A conflict of interest may occur whenever an employee:

uses his or her position as an employee to provide a financial advantage to him/herself, a friend, family member, or business or institution with which s/he is affiliated; engages in activities that directly compete or conflict with the Commission's mission, values, or actions; or uses for him/herself, a friend, or family member an opportunity originally offered to the Commission. Examples may include an employee who sells goods or services to the Commission at above-market prices or an employee who learns, through his/her work, of property being offered to someone and uses that information to purchase the property for him/herself. An employee or his/her immediate family may not provide services to or receive services from the Commission unless the Commission determines that those services are provided or received under circumstances that do not create a conflict of interest or the appearance of a conflict of interest. Employees who are uncertain whether a conflict of interest exists or may be created may seek written guidance from the Executive Director and/or Executive Committee. In seeking guidance, the employee shall submit a one paragraph statement describing the nature of the potential conflict of interest. The Executive Director or Executive Committee will provide the employee with a written interpretation as to whether a conflict of interest or a potential conflict of interest exists."

Segregation of Responsibilities

The Executive Director is authorized to sign checks and transfer funds from one Commission account to another Commission account on behalf of the Commission. No other staff member has authority to sign checks, transfer funds, or receive cash back from a bank deposit. Banking institutions will not allow cash back to anyone other than the duly authorized account signatories. The Chair and Treasurer of the Commission also have check signing authority. In the extended absence of the Executive Director, the Chair or Treasurer will be asked to approve invoices, payroll, and sign checks.

It should be noted that the Commission has no credit or debit card in its name and that receipts are paid to the Commission by check.

The Office and Grants Manager is responsible for maintaining the following financial records with oversight by the Executive Director: accounts receivable, accounts payable, payroll, and reconciliation of the general ledger and bank accounts.

Deposits are made by the Office and Grants Manager (Office Manager) or Executive Director, but transfers between Commission accounts are authorized by only the Executive Director, or in the absence of the Executive Director, by the Chair or Treasurer.

Contracts, Grant Agreements, and Grant Applications

Consultant contracts are awarded following CVRPC's procurement policies. The authorization to award a contract with the selected consultant is given by the Executive Committee. The Executive Committee authorizes the Chair, or in the Chair's absence another officer, to sign contracts that are over \$10,000. The Executive Director is authorized to sign contracts that are less than \$10,000.

Note: The Executive Committee has delegated the following contract signing to the Executive Director:

Duty	Meeting Minutes of...	Delegated By
Authorized the Executive Director to sign site specific contract addendums in the form of the engagement letter template for the Brownfields Program	November 1, 2016	Executive Committee
Increased authorization for the Executive Director to sign contracts from \$10,000 or less to \$25,000 or less.	April 3, 2017	Executive Committee
Began authorizing the Executive Director to sign contracts, rather than an officer.	January 2, 2018	Executive Committee
Authorize the Executive Director to sign task specific contract addendums for the transportation planning and engineering services master agreements	April 2, 2018	Executive Committee
Authorized the Executive Director to sign future change orders with G&N Construction for the Northfield Stormwater Construction contract provided any cost increase is within the approved grant agreement budget and the change order is reported to the Executive Committee at its next regular meeting.	August 5, 2019	Executive Committee

Grant agreements and contracts with funding agencies are approved by the Executive Committee which authorizes the Chair, or in the Chair's absence another officer, to sign said documents.

Applications for grant funding are approved for submittal by the Executive Director to the relevant funding entity.

Grant funds are drawn down as costs are incurred or quarterly depending on the amount affecting CVRPC's cash flow and the requirements of the grantor. Costs associated with a grant are documented by personnel timesheets, travel expenses associated with doing the work of the specific grant, and indirect expenses when reimbursement is allowed by the grantor. Funds are drawn down based on accurate documentation and where applicable, sub-consultant/contractor invoices. Payments to such sub-consultants/contractors are made based on approval by the Executive Director of accurate invoices and confirmation by the CVRPC staff person responsible for the project that the invoiced work has been completed satisfactorily.

Costs charged to grants, such as EPA grants, are reviewed for accuracy and satisfactory work by the Office and Grants Manager, signed by the project manager, and approved for payment by the Executive Director. The required grant reporting is provided to the grantor accurately and in a timely manner per the requirements of the grant.

Financial Statements

The Office and Grants Manager will provide the following financial statements each month:

- Budget to actual statement of revenue and expenses
- Balance Sheet

All month end accounting entries will be completed, and all financial statements for month end will be provided to the Executive Committee prior to its monthly meeting.

The Office and Grants Manager may periodically prepare other internal financial reports such as Trial Balances or Statements of Cash Flow as needed to ensure effective and transparent financial management.

Accounts

Checking Account, Certificates of Deposit, and other Accounts in CVRPC's name: The signatories on the Commission's accounts are the Executive Director, Chair, and Treasurer. The Executive Director reviews and approves all transactions against previously approved vendor invoices.

The Executive Director is authorized to sign checks and transfer funds from one Commission account to another Commission account on behalf of the Commission. No other staff member has authority to sign checks, transfer funds, or receive cash back from a bank deposit. The other account signatories are the Chair and the Treasurer.

Deposits

Unless otherwise instructed, all deposits will be made to the checking account. The process used for deposits is as follows:

- When a check is received, the Office and Grants Manager (Office Manager) stamps the check with the restricted stamp provided by the banking institution, (Finance Manager) records the check in QuickBooks and prepares the deposit.
- The Office and Grants Manager (Office Manager) makes the deposit. The payment is noted on the invoice that it has been paid and any available check stub is attached.
- The Office and Grants Manager attaches the bank deposit receipt to the CVRPC copy of the bank deposit slip.

Payables

All bills are reviewed upon receipt by the Office and Grants Manager (Office Manager) for accuracy and that they represent services received or products purchased. Vendor invoices for a particular project (project consultant invoices) are reviewed and signed by the Project Manager for that project for payment approval before being reviewed and approved by the Executive Director and processed for payment by the Office and Grants Manager.

Payables are prepared as follows:

- Invoices are reviewed to ensure billing is accurate and to the correct accounts. The Executive Director approves all invoices to be paid prior to the invoice being entered into QuickBooks accounts payable by the Office and Grants Manager.
- Consultant invoices are reviewed for accuracy and satisfactory work completion and signed by the CVRPC project manager and verified by the Office and Grants Manager (project manager) that they do not exceed the contract amount.
- Vendor invoice dates are noted to ensure expenses are incurred in the proper timeframe.
- Generally within 30 days, checks for payment of vendor invoices are prepared by the Office and Grants Manager with checks generated by QuickBooks and signed by the Executive Director.
- Checks are signed by the Executive Director. In the rare case the Executive Director is not available, the Chair or Treasurer, as signers on CVRPC bank accounts, will be asked to sign.
- Any check for consultants who have contracts with CVRPC will be signed by the Executive Director and needs only one signature. It is inferred that once the Executive Committee has authorized signing the contract, the contract amount is approved for payment based on invoicing and provided the contract amount is not exceeded and work is completed satisfactorily.
- The Office and Grants Manager mails checks (Office Manager).
- The Office and Grants Manager (Office Manager) files the check stubs with copies of the invoice in the vendor files or placed in the appropriate contract file.
- Should online payment become something CVRPC utilizes, the Executive Director will authorize payment of the vendor invoice and execute the payment online. The Office and Grants Manager (Executive Director) will monitor the checking account register online and note the payment being deducted from the checking account. A copy of the checking account statement with the payment shown will be generated and attached to the approved vendor invoice. The documentation will then be placed in the appropriate vendor file.

Invoices for Contracts

For invoices for work generated by staff, (Office and Grants Manager, GIS Manager, or others as necessary) the following procedures apply:

- Invoices are recorded in QuickBooks as accounts receivable by the Office and Grants Manager with the proper date and amount as verified by the Office and Grants Manager and the project manager.
- All supporting documentation for staff charges (time sheets), direct or other pass-through charges are attached to the invoice by the Office and Grants Manager.

- The Office and Grants Manager retains a copy of the invoice in the appropriate contract folder.
- The Office and Grants Manager or appropriate staff person sends the invoice in the desired format.

Monthly Processing

The following information is collected at least monthly in order to complete month-end processing and invoices:

- Timesheets are completed by all employees daily and collected biweekly now weekly. Each employee signs their timesheet which is then passed to the Executive Director for approval. Timesheets are filed by the Office and Grants Manager and Paid Time Off (PTO) data is recorded in the employee's vacation spreadsheet. Expense reports are prepared by each employee and approved by the Executive Director before being entered as an accounts payable in QuickBooks.

Note: CVRPC moved to weekly collection and approval of timesheets in May 2015. On July 1, 2017, CVRPC transitioned to entering timesheet information into QuickBooks.

- All bank statements are reconciled in QuickBooks and filed by the Office and Grants Manager.
- The Office and Grants Manager completes any month end journal entries that are required and verifies that monthly automatic entries (tax and other payroll liabilities generated directly from the payroll process by QuickBooks) have occurred properly and are for the correct amounts.
- Monthly, the Office and Grants Manager prepares, verifies, executes after the Executive Director's approval, records and files retirement account and employee payroll deduction contributions (such as Health Savings Account and pension plan contributions which are calculated from payroll by QuickBooks).

Payroll

Employees are paid bi-weekly:

- Staff enters their daily time onto their timesheets. For hourly employees time must be entered completely by the end of each pay period. Salaried employees' hours are checked to ensure salary basis and actual hours worked are in alignment.
- Bi-weekly timesheets are prepared and certified by staff and approved by the Executive Director.
- The Office and Grants Manager (Office Manager) enters employee hours and other necessary data into CVRPC's employee records.
- The Office and Grants Manager runs payroll from QuickBooks based on salary data (as determined annually by the Executive Director) or hourly wage and hours worked as determined by the Executive Director at the time of hiring.
- Checks are signed by the Executive Director.
- The Office and Grants Manager distributes the checks to employees.

Note: As of the December 23, 2016 payroll, CVRPC employees can elect to have payroll deposited directly into their personal accounts. If an employee elects Direct Deposit, the Office Manager emails a payroll stub to the employee's CVRPC email address.

- Federal taxes are submitted online through the IRS' EFTPS payment system. State tax withholding is submitted monthly to the VT Tax Department using the form they provide and by the date due. Quarterly Federal and State payroll tax reports are prepared by the Office and Grants Manager through QuickBooks and copies are filed in the tax folder for the appropriate time period. At the end of each calendar year, payroll tax documents, including W2's, a W3, 1099's and a 1096, are prepared and submitted to the IRS and the State by the Office and Grants Manager.

Note: As of the August 7, 2017 payroll, CVRPC submits State of Vermont payroll taxes online to the VT Tax Department.

- The Office and Grants Manager distributes tax documents within time periods defined by law. Copies of W2's, W3, 1099's, and 1096 are retained in the tax folder for the appropriate year.

In the event of a new hire:

- An offer letter is referenced for position title, salary or hourly rate and start date. W4 and INS forms are completed and referenced for tax withholding and general employee information. When applicable, the employee completes benefit enrollment forms and payroll reduction agreements which reference voluntary payroll deductions. Relevant employee information is entered into QuickBooks and is updated as needed.
- Vermont Department of Labor New Hire Reporting is completed.

In the event of a termination, the payroll information is updated accordingly in QuickBooks, as well as the terminated employee's personnel file.

Commission Financial Policies

These policies (Investment and Deposit Risk Policy and Capital Assets Policy) were adopted previously by the Commission and are now incorporated into this document.

Investment and Deposit Risk Policy Central Vermont Regional Planning Commission Adopted February 2, 2009

The primary objectives of CVRPC's investment and deposit risk policy are security of principal, liquidity as needed to meet expenditures, and return on investment.

The Executive Director, and in his/her absence the Chair or Treasurer, with the approval of the Executive Committee, shall be authorized to invest and re-invest the Commission's funds.

The investment of all Commission funds will be made with financial institutions that have offices in Vermont and are registered to do business in Vermont. The financial institutions shall provide deposit insurance and be regulated by the FDIC.

The Executive Director, and in his/her absence the Chair or Treasurer, will make decisions regarding the types of collateralization of deposits required or remove the Commission's exposure to custodial credit risk after consultation with the Executive Committee. The form of collateral may include, but not be limited to, securities of the United States of America. Securities may be held by a third party custodian designated by the Executive Director and approved by the Executive Committee and evidenced by insured receipts.

**Capital Assets Policy
Central Vermont Regional Planning Commission
Adopted January 31, 2005**

The purpose of a capital assets policy is to provide control and accountability over the Commission's capital assets.

Capital assets are defined as those assets (equipment, computers, computer software, furnishings, buildings, land, etc) owned by CVRPC that have a useful (working) life greater than one year and a unit cost of \$500 or more.

All capital assets will be recorded at historical cost. Assets acquired through donation will be recorded at their estimated fair market value, including incidental costs necessary to place the asset in condition for its intended use, on the date of donation. In addition to purchase price or construction cost, capital costs may include incidental costs, such as bond interest and issuance costs, insurance during transit, freight, duties, title search, title registration, legal and professional fees, installation, taxes, extended warranty and/or maintenance contracts purchased at the same time as the asset, and breaking-in costs; i.e. costs that are necessary to place the asset in its intended location and condition for use. Should the Commission be in a position to purchase land, the capitalized cost of land will include the purchase price plus costs such as legal fees, fill, excavation, etc incurred to put the land in condition for its intended use.

The straight line depreciation method will be used.

Physical inventories of all capital assets will be taken annually and the inventory completed prior to June 30. However, when a capital asset is acquired, it will be added to the Commission's inventory list at the time of acquisition. Inventory includes listing the item number, manufacturer, date of acquisition, purchase price, and to which staff member the asset is allocated for Commission use. When an asset is sold or otherwise removed from the inventory, the date of this occurrence and the method of disposal shall

be recorded on the inventory.

NOTE: This Record Retention Policy has been superseded by a standalone policy adopted by the Executive Committee on March 4, 2019.

Record Retention Policy

Regarding record retention, CVRPC's computers are all networked to CVRPC's onsite server. The server has sufficient capacity to store all records, emails, map data, etc that is used in doing the business of the Commission. The server is backed up daily and a back up tape is made monthly that is then kept off site. All backups are a complete backup of the entire contents of the server; emails, documents, records, software, and provide CVRPC with the ability to retrieve any and all information and data at will. Because of the size of the storage space on the server, it is not necessary to periodically delete any of the data in order to make room for more. As a result, all digital data is maintained. This includes all financial data and Quick Books financial management software. However, should there be a need to delete data, the following retention time frames will be followed:

The following documents (paper and digital) shall be kept for a minimum of three years:

Bank Reconciliations and Statements
 Canceled Checks
 Correspondence
 Duplicate bank deposit slips
 Employment applications
 Monthly accounts receivable and accounts payable aging reports
 Petty cash vouchers
 Inventory records—or the life of the inventoried item
 Purchase orders and receiving reports
 Sales Records and Journals

The following (paper and digital) documents shall be kept for a minimum of seven years:

Accounts receivable and accounts payable ledgers
 Accounts receivable and accounts payable year end aging reports
 Bank statements
 Canceled checks
 Customer invoices
 Expired Contracts & Leases
 Interim financial statements (monthly or quarterly)
 Loan payments and schedules
 Payroll Records & Tax Returns
 Time Sheets
 Personnel records after termination
 Vendor invoices

~~Vouchers for Payment to Employees for Reimbursements, Allowances, etc.
Sales Tax Returns~~

~~The following (paper and digital) documents shall be kept indefinitely:~~

~~Annual financial statements~~

~~Contracts & Leases Still in Effect~~

~~Articles of Incorporation and Bylaws~~

~~Company Policy & Practice Manuals~~

~~Board meeting minutes~~

~~Employee pension records~~

~~Insurance Policies (including expired policies)~~

~~Charts of Account~~

~~General ledger~~

~~Depreciation Schedules~~

~~IRS audit reports~~

~~Documents not to be saved, or where the need to be saved has expired, will be thrown away
or shredded, whichever is appropriate.~~