



EXECUTIVE COMMITTEE

October 2, 2023 @ 4:00 pm

Hybrid Meeting with Remote Participation via Zoom¹

<https://us02web.zoom.us/j/88230172343?pwd=ZjNySGM0aG1waElVRzMremVsamZ0Zz09>

Dial in via phone: +1 929 436 2866 | Meeting ID: 882 3017 2343 | Passcode: 927199

Download the app at least 5 minutes before the meeting starts: <https://zoom.us/download>.

Physical Location - 29 Main Street, Suite 4, Montpelier

Persons with disabilities who require assistance or alternate arrangements to participate are encouraged to contact Nancy Chartrand at 802-229-0389 or chartrand@cvregion.com at least 3 business days prior to the meeting for which services are requested.

Page	<u>AGENDA</u>
	4:00² Adjustments to the Agenda
	Public Comment
	4:05 Financial Report (to be provided)³
2	4:25 Contract/Agreement Authorization (enclosed)³
96	4:45 Rules of Procedure (enclosed)³
	1) Project Review Committee
	2) Regional Plan Committee
109	5:05 Meeting Minutes – 9/5/23, 9/12/23, 9/25/23 (enclosed)³
116	5:10 Commission Meeting Agenda (enclosed)³
	5:30 Adjourn

Next Meeting: Monday, November 6, 2023

¹ Dial-in telephone numbers are “Toll” numbers. Fees may be charged to the person calling in dependent on their phone service.

² All times are approximate unless otherwise advertised

³ Anticipated action item.



MEMO

Date: October 02, 2023
To: Executive Committee
From: Christian Meyer, Executive Director
Re: Contract/Agreement Approvals

GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

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

Agency of Commerce and Community Development – SFY2024 Planning Grant

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

Scope of Work: Provides funding to carry out RPC duties and optional duties described in 24 V.S.A. Chapter 117.

Generally, the scope of work includes:

- maintaining the Regional Plan;
- participating in Act 250 and Section 248 project review;
- assisting municipalities to prepare and maintain plans, studies, bylaws, applications for designation and other implementation activities;
- carrying out statutory duties related to municipal plan approval and municipal consultation;
- providing training for municipalities, support statewide initiatives identified by ACCD; and
- work on statutory duties as determined by regional priorities.

This annual grant includes special activities for FY24 via one-time funding from the Legislature:

- deliver housing navigator services for municipalities and communities

Funding: \$597,406.00

Performance Period: 07/01/2023 – 06/30/2024

Staff: Brian Voigt, Christian Meyer, Clare Rock, Eli Toohey, Sam Lash.

Department of Public Safety – FY2023 Emergency Management Planning Grant

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

Scope of Work: Assist state and local governments to enhance and sustain all-hazards emergency management capabilities. Specific activities for the basin include:

- 1) work with municipalities to update and submit Local Emergency Management Plans (LEMPs).
- 2) provide technical assistance and overall regional/ statewide coordination for emergency preparedness, response, mitigation, and long-term recovery.
- 3) continue implementing the overall Regional Emergency Management Committees (REMCs) program developed by VEM.
- 4) train and prepare at least three RPC staff to serve the role of Local Liaison and/or State Emergency Operations Center (SEOC) staff during real world emergencies.

Funding:

Grant Amount: \$ 58,375.00 (Federal)

Match Amount: \$ 58,375.00 (Legislative allocation via ACCD and in-kind match from REMC members and municipal officials for specific tasks)

Performance Period: 10/01/2023 – 09/30/2024

Staff: Keith Cubbon, Brian Voigt, Christian Meyer, Sam Lash

Central Vermont Medical Reserve Corps – Fiscal Agent Memorandum of Understanding

☒ **ACTION REQUESTED:** Authorize the Executive Director to sign the Memorandum of Understanding

Scope of Work:

The Medical Reserve Corps (MRC) program is a national volunteer program currently supported by the Vermont Department of Health Division of Emergency Preparedness, Response, and Injury Prevention. The MRC is not a formally incorporated group and is not eligible to directly receive grant funds from the State of Vermont. Accordingly, the MRC has approached CVRPC to act on behalf of the MRC as a fiscal agent. CVRPC may invoice MRC up to 5% of received grant funds for administrative services. CVRPC will support the MRC to:

- 1) Meet the requirements of the Subrecipient requirements of the Medical Reserve Corps Activities grant.
- 2) Establish and maintain a checking account for the purposes of holding and distributing MRC funds.
- 3) Provide accounting of revenue payments made, and balance in the account on a periodic basis and/or as required by the MRC.
- 4) Provide a person to serve as the point of contact within CVRPC for MRC activities.

Funding: \$ n/a

Performance Period: 10/01/2023 – 09/30/2024

Staff: Keith Cubbon, Christian Meyer

Addison County Regional Planning Commission – State Public Service Department’s Public Engagement Plan

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

Scope of Work: The Contractor and their Subcontractors shall organize and convene geographically distributed listening sessions and discussion forums across Vermont. These forums will provide a space to hear from Vermonters about what they value about renewable electricity and what they would like to see from renewable and clean electricity policies and programs in Vermont.

- 1) Develop educational material for community stakeholder
- 2) Conduct two listening sessions or similar outreach event

Funding: \$ 5,500.00

Performance Period: 07/27/2023 – 10/31/2023

Staff: Sam Lash

AHS/VDH/Division of Environmental Health- Hot Weather Emergency Planning, CVRPC

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

Scope of Work: Build capacity for hot weather emergency planning, to provide direct technical assistance to local partners for developing hot weather emergency plans, and to collect data on cooling facilities in region.

- 1) Develop extreme temperature planning guidance and template that integrates extreme cold and Climate & Health Program’s Local Hot Weather Preparedness Guidance and Template, as well as specifically addresses

integration with LEMP, LHMPs, and other Town Plans.

- 2) Participate in hot weather emergency training and provide feedback.
- 3) Conduct community outreach and identify local cooling and warming facilities; prepare data for inclusion in state compilation of locations and resources for public communication and partners. Prepare regional cooling facility summary report.
- 4) Provide technical assistance to five municipalities to develop local hot weather emergency plans (based on templates in Task 1); draft plans.

Funding: \$ 17,000.00

Performance Period: 10/01/2023 – 06/30/2024

Staff: Sam Lash, Keith Cubbon

CONTRACTS ISSUED

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

No Contracts to be issued

FOR INFORMATION ONLY

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

GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

N/A

STATE OF VERMONT GRANT AGREEMENT

Part 2 – Standard Agreement

REGIONAL PLANNING FUNDS GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between the State of Vermont's **Agency of Commerce and Community Development** ("Agency"), **Department of Housing and Community Development** ("DHCD," and collectively with ACCD referred to herein as "State"), and the **Central Vermont Regional Planning Commission** with principal place of business at **29 Main Street, Suite , Montpelier, Vermont 05602** ("RPC" and collectively with State referred to herein as "Parties"). It is the RPC's responsibility to contact the Vermont Department of Taxes to determine if, by law, the RPC is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** Funding provided through this Grant Agreement supports **municipal and regional planning and related activities as described in Attachment A, Specifications of Work to be Performed, Appendix I, RPC Work Plan and Reporting Form**. The Funds dedicated to RPC activities consist of those funds identified in 24 V.S.A. § 4306 and Act 78 (H.494 2023 Session) (Appropriations), Sections D.100(a)(3)(A) appropriated to the Agency for such purposes and distributed to the RPC pursuant to DHCD's "Rules for the Allocation and Distribution of Regional Planning Funds" adopted May 1992 and last amended April 2020 (hereinafter "Rules").
3. **Amendment:** This Grant Agreement represents the entire agreement between the parties; no changes, modifications, or amendments in the terms and conditions of this grant agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and RPC.
4. **Cancellation:** This grant agreement may be canceled by either party by giving written notice at least 30 days in advance.
5. **Attachments:** This grant agreement consists of 30 pages including the following attachments which are incorporated herein:
 - Attachment A – Specifications of Work to be Performed
 - Attachment B – Payment Provisions
 - Attachment C – Standard State Provisions for Grants and Contracts (December 15, 2017 Revision).
 - Appendix I – FY24 RPC/DHCD Work Plan and Reporting Form

By signing this Grant Agreement, the duly authorized signatory of the RPC represents that, pursuant to, inter alia, 24 V.S.A. §§ 4341 and 4346, the RPC is an entity to which Funds may be made available, and that, pursuant to, inter alia, 24 V.S.A. § 4341, the RPC has and will comply with all relevant eligibility criteria related to Funds.

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

By the State of Vermont:

Date: _____

Signature: _____

Name: Alex Farrell

Title: Deputy Commissioner

Agency: Department of Housing and
Community Development

By the RPC:

Date: _____

Signature: _____

Name: Christian Meyer

Title: Executive Director

ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

The RPC will perform its statutory responsibilities as required by 24 V.S.A. Chapter 117, Subchapter 3. This Grant Agreement, including the activities outlined in Appendix I, may constitute only a subset of the overall statutory obligations of the RPC.

1. State's Goal: The RPC will help build the foundation for orderly growth. RPCs have statutory and contractual obligations in transportation, brownfields, energy, emergency management, economic development, natural resources, and local and regional land use planning.

2. Grant Oversight:

- 2A.** Funds are provided to the RPC to support the provision of services and completion of products specifically described in this Grant Agreement's Appendix I and must be used in a manner that conforms to all relevant State standards. The services performed under this Grant shall be monitored by State assigned staff. Reporting requirements will include performance expectations and deliverables, as stated in Appendix I. Any changes to time, scope, and/or resources shall be discussed in advance and the impacts to the work to be performed will be determined and reduced to writing by the State and the RPC in the form of a Grant Agreement amendment. If any Deliverables are not provided to the Agency by the RPC in a timely manner, the Agency may withhold progress payments or institute the process established in Section 4, below.
- 2B.** DHCD will review and comment on all regional plan updates. If any regional plan is adopted after DHCD has found and communicated to the RPC that it does not comply with the intent of statute, DHCD will file the findings with the documentation for the Grant Agreement in addition to sending them to the Regional Commission Chair. The RPC may request a peer review of the non-compliance identified by DHCD. The peers may issue findings and submit them to DHCD to be filed along with DHCD's findings.

3. RPC Deliverables:

- 3A.** The RPC **will deliver the prior contract year-end annual report to the State no later than July 31, 2023.** The report will conform to any required format distributed by the Agency and will address services provided and activities completed pursuant to prior year Scope of Work.
- 3B.** The RPC **will deliver a final audit report and financial statements, including any attachments, letters or responses regarding any findings, to the Agency no later than six months after the end of the RPC's fiscal year.** If applicable, the RPC must provide documentation to DHCD to demonstrate that any findings have been or will be addressed.
- 3C.** The RPC **will complete a mid-term report for the period of July 1, 2023 to December 31, 2023, due January 15, 2024, and a final report for the period of January 1, 2024 to June 30, 2024, due July 31, 2024.** These reports will summarize progress and completion of projects outlined in the workplan, and any significant changes made, as approved by the State, in the RPC Appendix I.

Upon receipt of each Report submission, the State, in order to fully assess the effectiveness of this Grant Agreement, may require additional information from the RPC, including anticipated and actual expenses that will include a summary of the RPC's operating budget that identifies all sources of

funding by source (federal, state (by agency), municipal, other) and type (grants, contracts, dues, other).

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

5. Copyright: Upon full payment by the State, all products of the RPC's work funded by the State, including but not limited to outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, becomes the joint property of the State of Vermont and the RPC. The RPC will exercise due care in creating or selecting material for publication to ensure that such material does not violate the copyright, trademark, or similar rights of others. The RPC shall not use any copyright protected material in the performance of the work under this agreement that would require the payment of any fee for present or future use of the same by the State. To the extent the RPC uses copyrighted materials in performance of work under this Grant Agreement, the RPC shall document and provide the State with the precise terms of the licensed use granted to the State by the owner of the copyright for future use of the copyrighted material.

(End of Attachment A)

**ATTACHMENT B
PAYMENT PROVISIONS**

1. Payment of Funds: The Funds identified in 24 V.S.A. § 4306 and Act 78 (H.494 2023 Session) (Appropriations), Sections D.100(a)(3)(A), shall be payable in four equal advance payments, with five percent (5%) withheld until completion as further described in paragraphs below. To receive payment, the RPC shall submit invoices as described below, along with required insurance documentation and deliverables.

Important – All invoices submitted by the RPC must identify the total amount for the quarter (see the chart on page 6 listing the amounts to be invoiced). Reimbursement of invoices not identifying these amounts will not be processed until a corrected invoice is received. All invoices must be emailed to jennifer.lavoie@vermont.gov for processing.

Payment #1, equal to funding for the **first quarter** of this twelve-month Grant, will be paid to the RPC **on or about July 15, 2023**, provided that this agreement has been duly executed and if applicable that the RPC has demonstrated that any findings from the RPC's most recent audit have been or will be addressed.

Payment #2, equal to funding for the **second quarter** of this twelve-month contract, will be paid to the RPC **on or about October 1, 2023**, but in no event prior to receipt and approval by DHCD of the prior contract year-end annual report.

Payment #3, equal to funding for the **third quarter** of this twelve-month Grant, will be **payable upon receipt and approval by the Commissioner of DHCD of the mid-term report showing satisfactory progress in completing the terms of this Grant**. Timing of payment will correspond to the submission date of the mid-term report: submission of a report by December 31, 2023, will result in payment on or about January 15, 2024; submission of a report by January 15, 2024, will result in payment on or about January 30, 2024.

Payment #4, equal to funding for the **fourth quarter** of this twelve-month Grant, will be paid to the RPC **on or about April 1, 2024**.

2.Final Payment: Final payment, equal to five percent (5%) of the Regional Planning Fund Allocation, will be held pending the RPC's completion of the work required under this Grant Agreement. The State will evaluate performance based on the RPC's completion of required work, reporting, and quality of data supplied. Upon a determination by the Commissioner that the RPC has adequately completed the required work, provision of data, and reporting, and no area of performance is rated as "Needs Improvement" in the Targets of Appendix I's Workplan and Reporting Form, the State will release the final payment upon receipt from the RPC of an acceptable invoice for the total final payment amount.

However, if the RPC has tasks in "Needs Improvement," it may be subject to the 5% being held permanently or until the task is completed. The DHCD Commissioner may meet with the RPC to discuss the areas in need of improvement and consider plans or approaches the RPC may employ to improve performance. The DHCD Commissioner will review any extenuating circumstances on a case-by-case basis.

Timing of final payment will correspond to the submission date of the final report: submission of a report by July 15, 2024, will result in payment on or about July 31, 2024; submission of a report by July 31, 2024, will result in payment on or about August 15, 2024.

10/02/2023**Executive Committee****10**

State of Vermont Agency of Commerce and Community Development

#07110-RPC-2024-04

Department of Housing and Community Development

Grant Agreement with **Central Vermont Regional Planning Commission**

3. If any portion of the Funds paid to RPC is not expended or obligated at the end of the scheduled term of this grant, the RPC will supply to the State a mutually agreeable plan detailing the anticipated expenditure of such remaining portion of Funds, before such expenditure occurs.

Regional Planning Commission	Regional Planning Fund Allocation	Quarterly Invoice Amount	Final Payment Invoice Amount	Housing Navigation	Total Grant Agreement Amount
Addison County RPC	\$492,132.00	\$116,881.35	\$24,606.60	\$27,272.00	\$519,404.00
Bennington County RPC	\$475,109.00	\$112,838.39	\$23,755.45	\$27,272.00	\$502,381.00
Central Vermont RPC	\$570,134.00	\$135,406.83	\$28,506.70	\$27,272.00	\$597,406.00
Chittenden County RPC	\$801,118.00	\$190,265.53	\$40,055.90	\$27,272.00	\$828,390.00
Lamoille County PC	\$456,746.00	\$108,477.18	\$22,837.30	\$27,272.00	\$484,018.00
Northwest RPC	\$545,921.00	\$129,656.24	\$27,296.05	\$27,272.00	\$573,193.00
Northeastern Vermont Development Assoc.	\$717,681.00	\$170,449.24	\$35,884.05	\$27,272.00	\$744,953.00
Rutland RPC	\$576,373.00	\$136,888.59	\$28,818.65	\$27,272.00	\$603,645.00
MARC	\$420,600.00	\$99,892.50	\$21,030.00	\$27,272.00	\$447,872.00
Two Rivers-Ottawquechee RC	\$591,235.00	\$140,418.31	\$29,561.75	\$27,272.00	\$618,507.00
Windham RC	\$564,601.00	\$134,092.74	\$28,230.05	\$27,272.00	\$591,873.00
	\$6,211,650.00	\$1,475,266.88	\$310,582.50	\$299,992.00	\$6,511,642.00

(End of Attachment B)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Premises - Operations

- Products and Completed Operations

- Personal Injury Liability

- Contractual Liability

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

- \$1,000,000 Each Occurrence

- \$2,000,000 General Aggregate

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

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

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

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

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

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

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including

attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

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

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

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

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

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

16. Taxes Due to the State:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the

nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

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

27. Termination:

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

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

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

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

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

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

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

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

32. Requirements Pertaining Only to State-Funded Grants:

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

(End of Standard Provisions, Attachment C)

Appendix I

FY24 CVRPC/DHCD Work Plan & Reporting Form

The Municipal and Regional Planning Fund for the purpose of assisting municipal and regional planning commissions to carry out the intent of this chapter shall be disbursed to the Secretary of Commerce and Community Development for performance grants with regional planning commissions to provide regional planning services pursuant to section 4341a of this title; and allocations for performance grant funding to regional planning commissions shall be determined according to a formula to be adopted by rule under 3 V.S.A. chapter 25 by the Department for the assistance of the regional planning commissions. Disbursement of funding to regional planning commissions shall be predicated upon meeting performance goals and targets pursuant to the terms of the performance contract.

Task Deadlines:

- September 30, 2023 Individual report of last fiscal year's regional plan implementation actions in Annual Report
- January 15, 2024 Early Mid-term Report (optional)
- January 31, 2024 Mid-term Report
- June 30, 2024 Task 3a Training
- July 15, 2024 Early Final Report Submission (optional)
- July 31, 2024 Final Report Submission
- RPC's FY-End + 6 months Final Audit Report Submission

Mid-term Report:

- Reporting form must be accompanied by a budget report (using DHCD template) and an invoice.
- Submission of a report by **January 15, 2024**, will result in payment on or about **January 30, 2024**.
- Submission of a report by **January 31, 2024**, will result in payment on or about **February 15, 2024**.

Final Audit Report:

- The RPC will deliver a final audit report and financial statements, including any attachments, letters, or responses regarding any findings, to the Agency no later than **six months after the end of the RPC's fiscal year**. If applicable, the RPC must provide documentation to the Agency to demonstrate that any findings have been or will be addressed.

Final Report:

- Reporting form must be accompanied by a budget report (using DHCD template) and an invoice.
- Submission of a report by **July 15, 2024**, will result in payment on or about **July 31, 2024**
- Submission of a report by **July 31, 2024**, will result in payment on or about **August 15, 2024**

Needs Improvement:

- If the RPC has tasks in “Needs Improvement,” it may be subject to the **5% retainage being held** in accordance with the State Rules for the Allocation and Distribution of Regional Planning Funds. The DHCD Commissioner may meet with the RPC to discuss the areas in need of improvement and consider plans or approaches the RPC may employ to improve performance. The DHCD Commissioner will review any extenuating circumstances on a case-by-case basis.

Results-Based Accountability Symbol Key:

⊕ = How much was done? * = How well was it done? ✱ = Is anyone better off?

CVRPC FY24 Work Plan & Reporting Form

1. REGIONAL PLANNING

1.A. REGIONAL PLAN MAINTENANCE. Maintain a current regional plan that meets statutory requirements and directs implementation.

Needs Improvement: Regional plan has expired.

✚ Regional plan is in effect	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
* If plan was adopted, re-adopted, or amended this fiscal year, the regional plan includes an implementation program that defines tasks, assigns responsibility, identifies the means (where applicable), and indicates priority	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain
* If plan was adopted, re-adopted, or amended this fiscal year, the plan includes an update to the housing element consistent with the HOME Act (47) of 2023.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If yes or no, please explain
* If changes to the plan are initiated following issuance of the HOME Act's regional planning report, the plan and any proposed future land use maps and policies demonstrate implementation of recommendations in the regional planning report	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If yes or no, please explain
* If plan was adopted, re-adopted, or amended this fiscal year, the RPC provided the Department of Housing and Community Development with a copy of the plan at least 30 days prior to the plan hearing as required by 24 V.S.A. §4348(c)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain
** The RPC has a properly adopted plan approved by the delegates representing its member municipalities pursuant to the requirements of 24 V.S.A. § 4348(f)02	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

REGIONAL PLAN REPORTING TABLE

Date of Most Recent Adoption/Re-adoption	
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Results Based Accountability Symbol Key:

✚ = How much was done? * = How well was it done? ** = Is anyone better off?

Date of Most Recent Plan Amendment <i>NOTE: unless done in tandem with an adoption or readoption, an amendment does not reset the clock.</i>	
Date of Regional Plan Expiration	

1.B. ACT 250 REVIEW. Review Act 250 major applications (or potential applications) in relation to the regional plan.

Needs Improvement: Less than 80% of major applications reviewed and commented upon by region, summary reporting table not completed.

✚ # of major applications in region	#	
✚ # of major applications reviewed and commented upon by RPC on-time to assist the District Commission	#	
✚ # of those applications considered in conformance with the regional plan	#	
* % of Act 250 major applications that received review and comment	%	If zero major applications, put 100%
* % of reviewed applications considered in conformance with the regional plan	%	If zero major applications, put 100%
* Comments that were addressed during project application development, or in a permit decision, are summarized in the mid-term and final reports, providing extra detail about those involving substantive comment (complete reporting table below for all applications commented upon or issued a decision this fiscal year)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain
* RPC assisted the District Environmental Commission in determining a project's conformance with Act 250 requirements (24 V.S.A. § 4345a (13))	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain

ACT 250 REPORTING TABLE

Application Title	Criteria Addressed	Summarized Comments	Decision Issued? Yes/No/Pending	Comments Addressed? Yes/No	Explain (optional)

Results Based Accountability Symbol Key:

✚ = How much was done? * = How well was it done? ✚ = Is anyone better off?

1.C. SECTION 248 REVIEW. Review Section 248 applications with hearings (or potential applications) in relation to the regional plan.

Needs Improvement: Less than 80% of applications with hearings reviewed, summary not completed or not completed as part of the final report.

✚ # of applications with hearing in the region	#	
✚ # of applications with hearing reviewed on-time to assist the Public Utilities Commission	#	
✚ # of those applications considered consistent with the regional plan	#	
* % of applications with a hearing that received review and comment	%	If zero applications w/hearings, put 100%
* % of applications considered consistent with the regional plan	%	If zero applications w/hearings, put 100%
* Comments that were addressed during project application development or in permit decision are summarized in the mid-term and final reports, providing more detail about those involving substantive comment (complete reporting table below for all applications commented upon or issued a decision this fiscal year)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain
** RPC assisted the Public Utilities Commission in determining project conformance with Section 248 requirements 24 V.S.A. § 4345a (14)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain

SECTION 248 REPORTING TABLE

Application Title	Criteria Addressed	Summarized Comments	Decision Issued? Yes/No/Pending	Comments Addressed? Yes/No	Explain (optional)

Results Based Accountability Symbol Key:

✚ = How much was done? * = How well was it done? ✚ = Is anyone better off?

2. MUNICIPAL PLANNING AND TECHNICAL ASSISTANCE

2.A. MUNICIPAL PLAN REVIEW. Review municipal plans as requested by municipalities.

Needs Improvement: Less than 80% of municipal plan reviews were completed within the statutory timeframe established in 24 V.S.A. §4350 (b) this fiscal year.

✚ # of municipal plan adoption or amendment approval requests received	#	
✚ # of municipal plan approval requests reviewed and acted upon by the RPC	#	
✚ # of municipal plans incorporating the recommendations from the RPC consultation 12-24 months prior to plan expiration	#	
* % of municipal plan requests reviewed and acted upon by the RPC	%	If zero requests, put 100%
* % of municipal plan reviews completed within statutory schedule (based on # of approvals requested)	%	If zero requests, put 100%
* % of municipalities incorporating the recommendations from the RPC consultation in plans adopted or amended this fiscal year	%	If zero requests, put 100%
✳ Municipalities in the region have an opportunity to receive a decision on regional plan approval in a timely manner in keeping with 24 V.S.A. § 4350 (b)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain

MUNICIPAL PLAN REVIEW REPORTING TABLE

Municipality	Date Received	Date Acted Upon by RPC	RPC Recommendations Incorporated? Yes/No/Partially	Approved? Yes/No	Explain (optional)

2.B. MUNICIPAL PLAN CONSULTATION. Conduct statutory consultations with municipalities with plans expiring within 12-24 months and at least twice within eight years and document

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results (24 V.S.A. §4350). Contact municipalities with plans expiring next fiscal year and offer to assist with updating the plans to meet statutory requirements.

Needs Improvement: Less than 80% of the Appendix II scheduled consultations were completed.

✚ # of consultations scheduled for this fiscal year in table below	#	
✚ # of consultations scheduled for this fiscal year completed	#	
✱ % of statutory consultations completed on time	%	If zero scheduled, put 100%
✱✱ Municipalities in the region received regular consultations in keeping with 24 V.S.A. § 4350 and have received information that supports effective local planning and implementation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain

MUNICIPAL PLAN CONSULTATION REPORTING TABLE

Table Instructions: Referring to last year's submission, list all municipalities in the region, identify if the municipality has an adopted plan. If yes, identify the date of expiration. List the date(s) of any prior consultation. Identify if consultation will be scheduled and occur for this fiscal year (FY24). Report on date of second consultation at mid-term and final and document any relevant notes.

Suggestion: DHCD encourages that consultation be done within the municipality using a consistent regional approach that takes stock of implementation accomplishments, reveals local needs and challenges, and clearly identifies issues of statutory compliance early in the process. Such a consultation could be done in combination with a locally held training on "land-use essentials" to support the ongoing professional development of the region's rotating volunteer planners.

Municipality *list all municipalities in region	Adopted Plan (Y/N)* *even if expired	Plan Expiration Date [XX/XX/XXXX] *even if expired	First Consultation Date [XX/XXXX]	Consultation in this FY? (Y/N)	2 nd Consultation Date [XX/XXXX] *for midterm and final reporting	Notes & Recommendations *for midterm and final reports
Barre City	Y	09/15/2028	03/24/2022			
Barre Town	Y	06/23/2028	02/16/2022			
Berlin	Y	08/14/2026	03/23/2016		6/14/2023	
Cabot	Y	08/15/2025	08/09/2020	Y		

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Calais	Y	02/01/2024	05/07/2019		4/4/2023	
Duxbury	Y	10/13/2028	05/10/2018		11/8/2022	
East Montpelier	Y	06/04/2026	05/20/2021			
Fayston	Y	09/22/2028	03/14/2022			
Marshfield	Y	08/21/2026	03/05/2020	Y		
Middlesex	Y	09/10/2027	10/22/2020			
Montpelier	Y	12/20/2025	06/08/2020	Y		
Moretown	Y	01/04/2024	02/19/2019		4/18/2023	
Northfield	Y	08/11/2028	06/01/2022			
Orange	Y	08/13/2026	03/10/2021			
Plainfield	Y	04/12/2029	12/17/2022			
Roxbury	Y	12/06/2029	04/14/2022			
Waitsfield	Y	12/18/2025	01/28/2020	Y		
Warren	Y	04/23/2027	11/08/2018		12/12/2022	
Washington	N	11/12/2018	12/17/2020	Y		
Waterbury	Y	12/03/2026	06/28/2021			
Williamstown	Y	04/11/2024	02/13/2019		3/8/2023	
Woodbury	Y	12/10/2029	11/25/2019		10/17/2022	
Worcester	Y	03/21/2030	10/17/2019		2/6/2023	

2.C. TECHNICAL PLANNING ASSISTANCE. Provide technical assistance to municipalities in the preparation and maintenance of plans, capital plans, regulations, mapping, applications for designation under Chapter 76A of Title 24, grant-writing assistance, and other implementation activities under Chapter 117. (For each task, indicate the level of assistance provided.)

Needs Improvement: Less than 50% of municipalities receive assistance.

✚ # of municipalities that received technical assistance		
✱ % of municipalities that received technical assistance	%	
✱ The type of technical assistance provided to region's municipalities is documented for inclusion in next year's September 30, 2024 individual RPC annual report, documenting FY23 activities (see annual reporting item below).	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

Results Based Accountability Symbol Key:

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** Municipalities in the region received technical assistance in keeping with 24 V.S.A. § 4345a	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
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3. REGIONAL TRAINING AND EDUCATION FOR MUNICIPALITIES

3.A. TRAINING FOR MUNICIPALITIES. Produce, organize, and deliver at least two trainings unique to this funding, which may include trainings already produced in partnership with DHCD to meet statewide needs) or feature original content to address regional needs.
(Presentations developed by outside entities or principally produced using other funding streams will not qualify without prior approval.)

Needs Improvement: Region completes less than one training on each of the two topics.

+ # of trainings held	#	
+ # of participants at each training	#	
+ # of municipalities represented of region's total	# of #	
* % of municipalities engaged in training	%	
** Municipalities in the region received training in keeping with 24 V.S.A. § 4345a (1), (2) and (7)	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

TRAINING REPORTING TABLE

Identify proposed trainings within or prior to the mid-year report.

Training Module or Type	Date of Training [XX[XX/XXXX]	Location of Training	# Participants	# Municipalities represented	Notes/observations
TBD					

3.B. VERMONT PLANNING EDUCATIONAL MATERIALS. Prepare updates to Vermont [planning & zoning materials](#) for use by planning officials and volunteers, which may include Essentials of

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+ = How much was done? * = How well was it done? ✱ = Is anyone better off?

Land Use Planning & Regulations, Zoning Administrator's Handbook, Development Review Templates, and Rules of Procedure and Ethics.

Needs Improvement: VAPDA updates fewer than one resource for public access and use.

✚ VAPDA forms a project team, determines documents to update (which may include <i>Essentials of Land Use Planning & Regulations, Zoning Administrator's Handbook, Development Review Templates, and Rules of Procedure and Ethics</i>), and assigns responsibility for document updates.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
✱ The updates are reviewed by a VAPDA project team, in coordination with the Department of Housing & Community Development, and finalized for the public	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
✱✱ The final resources are available for public access and use and promoted by the regional planning commissions through outreach and training.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

VERMONT PLANNING EDUCATIONAL MATERIALS REPORTING TABLE

Identify proposed updates within or prior to the mid-year report. Deliverables may merge multiple resources covering similar topics.

Documents Updated	Notes
TBD	

4. SUPPORT FOR STATEWIDE INITIATIVES

4.A GIS - REGIONAL PLAN FUTURE LAND USE MAP MAINTENANCE. Submit and maintain current GIS files of all regional plan future land use plan maps for access through the Vermont Open Geodata Portal upon update by an RPC.

Needs Improvement: Region does not provide adequate maps/data on time.

Results Based Accountability Symbol Key:

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✚ # Point and/or shapefiles of effective regional plan future land use maps uploaded to Vermont Center for Geographic Information (VCGI) portal that meet VCGI standards	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no or n/a, please explain
✱ Point and/or shapefiles uploaded within 60 days of adoption	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no please explain
✱✱ Region's future land use maps are available to all users statewide	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

4.B. GIS - MUNICIPAL ZONING MAP MAINTENANCE. Submit and maintain adopted municipal zoning district GIS files produced or received by the RPC for access through the Vermont Open Geodata Portal.

Needs Improvement: Region does not upload maps/data produced or received by the region on behalf of the municipality.

✚ Shapefiles of effective zoning maps uploaded to Vermont Center for Geographic Information (VCGI) portal by RPC upon adoption if produced or received by the RPC.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no or n/a, please explain
✱ Shapefiles uploaded meet VCGI standards	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain.
✱✱ Effective zoning maps are available to all users statewide to inform policy and administration and can be updated as zoning maps are amended	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain

ZONING UPLOADS REPORTING TABLE

Municipality	Description

Results Based Accountability Symbol Key:

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4.C. GIS – DESIGNATION MAPPING. Provide mapping technical assistance for municipal designated area applications and approvals.

Needs Improvement: Region does not submit shapefiles at the request of the municipality or DHCD.

✚ Shapefiles of approved designated areas in the region are prepared by RPC staff, submitted to DHCD, and uploaded to Vermont Center for Geographic Information (VCGI) portal by RPC	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no or n/a, please explain
✳ Shapefiles uploaded meet VCGI standards for compatibility with the Vermont Planning Atlas	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain
✳✳ Maps of designated areas are available to all users statewide on the Planning Atlas to inform policy and administration and can be updated as zoning maps are amended	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	If no, please explain

4.D. HOME ACT (Act 47) REGIONAL PLANNING REPORT. Complete the HOME Act's regional planning report (§15) and Act 250 Municipal Delegation Report (§18a).

Needs Improvement: VAPDA does not complete the report.

✚ VAPDA completes the reports as outlined in the HOME Act.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
✳ The reports offer clear and actionable recommendations that better integrate and implement municipal, regional, and State plans and policies and investments.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain.
✳✳ The administration and general assembly can make better informed policy decisions based on VAPDA expertise and inputs.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

4.E. STATEWIDE PLANNING PROJECTS SUPPORT & COOPERATION. Cooperate and support the Department of Housing & Community Development, Natural Resources Board, and UVM's Center

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for Complex Systems on statewide significant planning initiatives: S.100 Municipal Guidance, Act 250 Study, State Designation Study, and the Vermont Zoning Atlas.

Needs Improvement: VAPDA participates and offers support to fewer than three of the projects.

✚ VAPDA representatives provide feedback on HOME Act municipal guidance for implementation of the zoning provisions and the Plan & Bylaw Reporting form prepared by DHCD	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
✚ VAPDA representatives attend Act 250 event(s) and provide input	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
✚ VAPDA representatives attend State designation study event(s) and provide input.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
✚ VAPDA representatives attend Zoning Atlas event(s) and provide input.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
* VAPDA's participation improves these projects through useful, clear feedback and input.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
✱ Project managers can make better informed policy decisions based on VAPDA expertise and inputs.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

4.F. REGIONAL PLANNER MEET-UP. VAPDA hosts a bi-annual half-day meetup of the land use planning staff in partnership with DHCD.

Needs Improvement: Less than 1 meetup is held.

✚ VAPDA assigns two hosts to host biannual annual meetups (in coordination with DHCD) and individual RPCs send staff to attend the meetup	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
✚ DHCD prepares meet-up agenda and program in coordination with host and VAPDA representatives	<input type="checkbox"/> Yes <input type="checkbox"/> No	
* Meet-ups provide a platform to share information on need-to-know projects, programs, lawmaking, success stories; conduct skill-building on best practices; and undertake collective problem-solving.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

Results Based Accountability Symbol Key:

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** Regional planners are more informed and connected.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
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REGIONAL PLANNER MEETUP REPORTING TABLE

Tentative Timing	Host RPC
September/October	TBD
March/April	TBD

5. CORE FUNCTIONS & IMPLEMENTATION ASSISTANCE

5.A. VAPDA ANNUAL REPORT. Work on statutory duties as determined by regional priorities. Report results in individual contract reporting and individual annual reports (use common reporting elements for consistency, e.g.: regional planning implementation projects/activities, municipal technical assistance, community and economic development, state designations, brownfields, disaster and resilience, housing, public health, emergency preparedness, transportation, water quality, energy, intermunicipal regional services, etc.).

Needs Improvement: Individual report of FY23 (the prior State fiscal year's) Regional Plan implementation actions not completed by 9/30/2023.

✚ # and type of municipal assistance provided (map included in report)	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
✚ # and type of major regional planning and implementation efforts (list or description in report, including equity and environmental justice activities previously reported as a separate work plan item)	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
* Individual report of FY23 Regional Plan implementation actions included in the annual report developed on time.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
* Other measures as included in annual report	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
* FY24 equity and environmental justice work of RPC is documented for inclusion in the FY24 VAPDA report.	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

Results Based Accountability Symbol Key:

✚ = How much was done? * = How well was it done? ✚ = Is anyone better off?

** Work of RPC is documented in a way that communicates statewide accomplishments of all RPCs	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
---	---	-----------------------

6. PANDEMIC RESPONSE & RECOVERY

(\$75,000 for each RPC rolling over for up to a three-year period – *FY24 is the third and final year*).

6.A. PANDEMIC RECOVERY ACTIVITY. Deliver services pursuant to Section G.600(b)(1)(B) of Act 74 (H.439) of 2021.

Needs Improvement: No activities that implement the regional plan and/or support recovery were documented.

Do any funds remain to be spent in year three?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, skip the rest of this section
+ Year-three recovery activities listed below	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
* Recovery activities including planning for and implementation of the local and regional plans and/or support recovery	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain
* Work of RPC is documented	<input type="checkbox"/> Yes <input type="checkbox"/> No	If no, please explain

PANDEMIC RECOVERY YEAR 3 REPORTING TABLE

Activity	Description/Deliverable	Municipality (if applicable)

7. HOUSING RESOURCE NAVIGATION

(Special, one-time funds split evenly among the regions)

7.A. HOUSING RESOURCE NAVIGATION. Pursuant to Section 15a of the HOME Act 47 and the Budget Act of 2023, VAPDA will provide housing resource navigation to work with municipalities,

Results Based Accountability Symbol Key:

+ = How much was done? * = How well was it done? * = Is anyone better off?

regional and local housing organizations, and private developers to identify housing opportunities, match communities with funding resources, and provide project management support.

Needs Improvement: No activities were documented.

✚ Housing navigation activities listed below	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no, please explain</i>
✱ Activities including planning for and implementation of the local and regional plans and/or support recovery	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no, please explain</i>
✱ Work of RPC is documented	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no, please explain</i>

HOUSING NAVIGATION REPORTING TABLE

Activity	Description/Deliverable	Municipality (if applicable)

Results Based Accountability Symbol Key:

✚ = How much was done? ✱ = How well was it done? ✱ = Is anyone better off?

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VERMONT DEPARTMENT OF PUBLIC SAFETY

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

FEDERAL PROGRAM TITLE
Emergency Management Performance Grant FY 23

AGREEMENT WITH
Central Vermont Regional Planning Commission
Agreement #02140-31044C-004

Award Amount: \$58,375.00

DPS Financial Office Use Only

- ☒ Checked Unique Entity ID# Date: 9/1/23 Initials: NT
- ☒ [SAM.gov](https://sam.gov) checked for Suspension and Debarment Exclusions Date: 9/1/23 Initials: NT
- ☒ DPS Restricted Parties List Checked Date: 9/5/23 Initials: NT
- ☒ Risk Assessment Completed Date: 9/5/23 Initials: NT
- ☒ Subrecipient vs. Contractor Determination Form Completed Date: 9/5/23 Initials: NT
- ☒ Single Audit Check & Delinquent SAR (VT Bulletin 5_Eligibility Query in VISION) Date: 9/5/23 Initials: NT
- ☒ BGS Office of Purchasing & Contracting Debarment List Checked <https://bgs.vermont.gov/purchasing-contracting/debarment> Date: 9/5/23 Initials: NT
- ☒ Certificate of Insurance Date: 9/5/23 Initials: NT
- ☒ Executive Compensation Checked (if subaward \$30K or over) Date: 9/5/23 Initials: NT
- Entered In: ☐ VT Grant Tracking (VISION) Date: _____ Initials: _____
- ☐ FFATA (if \$30K or over) Date: _____ Initials: _____
- ☐ FFATA (if required) Executive Compensation Amount Date: _____ Initials: _____

Federal Fund Standard Format to Non-State Subrecipients Only

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VERMONT DEPARTMENT OF PUBLIC SAFETY

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 02140-31044C-004		² Original <input checked="" type="checkbox"/> Amendment # _____	
³ Grant Title: Emergency Management Performance Grant FY 23			
⁴ Amount Previously Awarded: \$		⁵ Amount Awarded This Action: \$ 58,375.00	
⁶ Total Award Amount: \$ 58,375.00			
⁷ Award Start Date: 10/01/2023		⁸ Award End Date: 09/30/2024	
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, Suite 4			
¹³ City: Montpelier		¹⁴ State: VT	
		¹⁵ Zip Code: 05602	
¹⁶ State Granting Agency: Department of Public Safety			¹⁷ Business Unit: 02140
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: \$58,375.00 Description: 50% Match	
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee UEI #: L97JQHE86VX3		²² Indirect Rate: 125.00% (Approved rate or de minimis 10%)		²³ FFATA: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format): SEP-09				²⁵ R&D: <input type="checkbox"/>	
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

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

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ Assistance Listings# (formerly CFDA#)	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
97.042	Emergency Management Performance Grant FY23	\$0.00	\$58,375.00	\$58,375.00	EMB-2023-EP-00006	10/01/2022	\$3,071,660.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					

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STATE OF VERMONT GRANT AGREEMENT			Part 1-Grant Award Detail			
		\$0.00	\$0.00	\$0.00		\$0.00
Federal Awarding Agency:			Federal Award Project Descr:			
		\$0.00	\$0.00	\$0.00		\$0.00
Federal Awarding Agency:			Federal Award Project Descr:			
Total Awarded - All Funds		\$0.00	\$58,375.00	\$58,375.00		
SECTION IV - CONTACT INFORMATION						
STATE GRANTING AGENCY			GRANTEE			
NAME: Nathalie Townsley			NAME: Keith Cubbon			
TITLE: Financial Administrator			TITLE: Project Director			
PHONE: 802-272-0609			PHONE: 802-229-0389			
EMAIL: Nathalie.Townsley@vermont.gov			EMAIL: cubbon@cvregion.com			

Part 2- Grant Agreement

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

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

Subrecipient Federal Tax Identification Number: 03-0225677

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

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

Agreement Term: **State will not reimburse any expenses incurred prior to the execution date of this agreement unless an Advance Notice to Proceed has been issued (DPS Form ADM-105). The execution date is defined as the date the Department of Public Safety representative(s) signs this agreement. The only exception to this rule is for FEMA Public Assistance awards under the Stafford Act (see Attachment E for execution date details).**

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

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

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Attachments: This Agreement consists of **24** pages including the following attachments that are incorporated herein:

Please initial that you have read and understand each Attachment

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

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

STATE OF VERMONT
Department of Public Safety

SUBRECIPIENT
Authorized Representative

By:

By:

Signature

Signature

Printed Name: _____
Commissioner/Deputy Commissioner

Printed Name: Christian Meyer
Title: Acting Executive Director

Date: _____

Date: _____

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

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ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

REGIONAL PLANNING COMMISSIONS EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) – FEDERAL FISCAL YEAR 2023 SCOPE OF WORK FOR OCTOBER 1, 2023 – SEPTEMBER 30, 2024

The purpose of this document is to serve as guidance to assist Regional Planning Commissions (RPCs) in drafting applications for EMPG 2023 funding. Detailed descriptions of the work elements and associated tasks identified below, and staff hours will be required for applications to be considered complete. **Incomplete applications or applications requiring additional information will be returned for clarification.**

Each RPC applying under EMPG 2023 will be required to perform the work elements outlined below. Items listed under “Each RPC shall” must be referenced in all applications, while items listed under “Each RPC may” are allowable in applications, but not required. To receive reimbursement of the tasks accomplished, RPCs must follow the **Reporting Requirements** outlined under each work element.

In the application, RPCs should list which core capability gaps they are working on improving and/or sustaining for each task in their Scope of Work, based on the 2022 Vermont Threat and Hazard Identification Risk Assessment and State Preparedness Report (THIRA/SPR) gaps. The following Core Capabilities were rated as high or medium priority in the 2022 SPR. For further information on these areas, core capabilities and the THIRA/SPR process, see the [FEMA Comprehensive Preparedness Guide 201](#), and the [FEMA website for Core Capability definitions](#). See the identified core capability gaps below:

- Planning
- Public Information and Warning
- Operational Coordination
- Physical Protective Measures
- Cybersecurity
- Supply Chain Integrity and Security
- Risk Management for Protection Programs and Activities
- Infrastructure Systems
- Long-Term Vulnerability Reduction
- Intelligence and Information Sharing

1. Local Planning

Regional Planning Commissions (RPCs) will work with their local municipalities to update and submit Local Emergency Management Plans (LEMPs). Municipalities will report adoption of LEMPs through their RPCs with a LEMP municipal adoption form and plan. Municipalities will coordinate with Regional Planning Commissions (RPCs) for assistance in developing and exercising their LEMPs. VEM Regional Coordinators will coordinate with RPCs on LEMP development. RPCs will work with local municipalities to update and submit their LEMPs in compliance with the standards outlined in the [LEMP Municipal Adoption Form](#).

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

RPCs will compile LEMP information using a LEMP Spreadsheet provided by VEM before the final Friday of each month. The LEMP requires that a municipality’s Emergency Management Director (EMD) be included as the first of the three points of contact listed in the LEMP. These three points of contact are used by VEM to compile the EMD listserv.

Each RPC shall:

- A. Reach out to all municipalities within their region with the LEMP requirements and offers of assistance.
- B. Assist municipalities in completing their LEMP as requested, partnering with VEM Regional Coordinators.
- C. Conduct municipal training, as appropriate, for new municipal officials in how to complete their LEMP.
- D. Once completed LEMPs are received:
 1. Review LEMP to ensure it contains the required elements, as noted on the municipal adoption form.
 2. Send completed LEMP materials to VEM Regional Coordinator for their review and approval.
 3. Enter LEMP information into provided LEMP database before the final Friday of each month.
 4. Coordinate with the EMD for each city/town to verify public contact method. Input that public contact method into the provided LEMP database.

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- E. Reach out to the municipality to request updated contact information and update the LEMP database with the new contact information if the LEMP information is incorrect.

Reporting Requirements:

- A. Provide a summary in each quarterly report of the number of hours expended, number of completed LEMPs submitted, and major tasks accomplished.
- B. Provide any feedback to VEM Regional Coordinators regarding municipalities which required additional assistance in order to capture any potential problem areas.
- C. Submit LEMPs and LEMP information through the LEMP database to VEM before the final Friday of each month.

2. Technical Assistance and Education

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

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

Venue, food, and drink costs for meetings are allowable expenses, but should be kept to a minimum. Food and drink costs must adhere to US General Services Administration per diem rates, per registered participants attending the meeting. The US General Services Administration per diem rates vary by location but are, at a minimum:

- Breakfast \$13
- Lunch \$15
- Dinner \$26

(Source: https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results/?action=perdiems_report&state=VT&fiscal_year=2023&zip=&city=)

Each RPC shall:

- A. Coordinate with the VEM Regional Coordinator to schedule, develop, and conduct cross-functional emergency management related trainings and/or exercises to meet local needs.
- B. Participate (at least one individual per RPC) in monthly conference calls with VEM staff. (1 hour per meeting)
- C. Participate (at least one individual per RPC) in quarterly regional meetings. These regional meetings will be facilitated by the VEM Regional Coordinator and will be an opportunity to coordinate with other RPCs and the VEM Regional Coordinator serving that region. Each RPC should expect to host one (1) meeting at their office, recognizing that in some regions this may be more or less. (4 hours per quarterly meeting to account for travel time should these be allowable in-person)
- D. Provide technical assistance for communities in emergency preparedness and hazard mitigation to include onboarding for EMDs and EMCs, and presentations for local officials.

Each RPC may:

- A. **Grant Applications:** Assist municipalities in applying for grant applications, as long as these administrative costs are not eligible under the grant. Assistance can include grants from the following:
 - Homeland Security Grant Program
 - Hazard Mitigation Grant Program
 - Building Resilient Infrastructure and Communities
 - Flood Mitigation Assistance
 - State Hazard Mitigation Program
 - Flood Resilient Communities Fund
 - all other grant application assistance must be approved by VEM.
- B. **ERAF:** Provide Local Emergency Relief Assistance Fund (ERAF) assistance to municipalities, to include but not limited to:
 - National Flood Insurance Program (NFIP) compliance to include:
 - Supporting towns with NFIP or River Corridor bylaw development or updates
 - Supporting towns in maintaining NFIP compliance
 - Supporting towns in joining NFIP or Community Rating System (CRS)
 - Participating in floodplain manager trainings
 - Participating in NFIP re-mapping processes

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- Local Hazard Mitigation Plan (LHMP) development assistance if there is no other funding assistance for LHMP development.

EMPG funds may not be used for the following tasks:

- RPCs can apply on behalf of towns for Local Hazard Mitigation (LHMP) development, however FEMA will not cover their indirect rate for staff hours. EMPG funds can be used for developing hazard mitigation project applications for municipalities. If a town asks an RPC for LHMP grant development assistance, the RPC should forward their request to the VEM Hazard Mitigation Team. The Hazard Mitigation Team can assist towns with application development and will apply on behalf of towns.
- If there is any Hazard Mitigation Assistance (HMA) funding for a town to develop an LHMP, EMPG cannot be used to assist that town with LHMP development. If there is funding through HMA, there should be no duplication of billing to other federal sources.

- C. **Training Attendance:** Budget for attendance at trainings that allow RPCs to better assist their municipalities with the above programs. Trainings external to VEM will need to be approved by the EMPG subgrant manager prior to registration and attendance.
- D. **Conducting exercises:** Work with municipalities to exercise their LEMP. If the RPC is conducting an exercise without support from the VEM Regional Coordinator, the individual conducting the exercise must attend and pass the Homeland Security Exercise and Evaluation Program (HSEEP) basic 2-day class and the exercise must use the HSEEP methodology.
- E. **Hazard Mitigation Regional Support:** Provide regional support for the creation and adoption of Local Hazard Mitigation Plans. This work may include items such as:
- Developing a Local Hazard Mitigation Plan template that identifies regional hazards, meets FEMA's minimum requirements, and simplifies the process for towns to adopt a Local Hazard Mitigation Plan.
 - Developing local stakeholder lists that include local and regional agencies involved in hazard mitigation activities; entities that have the authority to regulate development; neighboring communities; representatives of businesses, schools/academia, and other private organizations that sustain community lifelines; and representatives of nonprofit organizations including community-based organizations that work directly with or provide support to vulnerable populations or frontline communities.
- F. **State Emergency Management Initiatives:** Provide local and regional coordination and support; partnering with VEM Regional Coordinators and other stakeholders to meet RPC and state emergency management initiatives. This may include:
- Staff participation at the SPR workshop, Integrated Preparedness Planning Workshop, Annual Emergency Preparedness Conference, and VEM meetings.
 - Assisting in regional needs assessments.
 - Support the State Emergency Response Commission (SERC) as the RPC representative or designee. Only select RPCs should be budgeting for this.
 - Support the Local Emergency Planning Committee (LEPC) as the RPC or REMC representative. Only select RPCs should be budgeting for this.
 - Additionally, RPCs can budget a small amount of time for SERC/LEPC meeting minute review.
- G. **Additional Local Support:** Provide coordination and support to local entities.
- Technical support and outreach to local communities, Citizens Corps programs, VOADs, COADs, and other local/regional/statewide emergency management teams.
 - Assisting in scheduling of emergency management training and exercises for communities.
 - Budget for direct requests and invitations. Understanding that many requests for assistance (from VEM and/or local contacts) will come throughout the year and cannot be 100% accurately represented in the application up front, RPCs are asked to build their budget and staff time as best as possible based on known or anticipated assistance which will be required in the coming grant cycle.

10/02/2023**Executive Committee****40****Reporting Requirements:**

- i. For any trainings not scheduled through the Learning Management System, provide verification of the training (i.e. course announcement, sign-in sheet), on a quarterly basis.
- ii. Submit the [Food and Drink Per Diem Form](#) with quarterly reimbursement requests if food or drink was purchased for meetings that quarter.
- iii. Provide a summary of hours expended, meetings attended or hosted, pending trainings and exercises, and goals achieved through technical assistance to include the topic and communities/ partners involved in each quarterly report.

3. Regional Emergency Management Committee

Regional Planning Commissions will continue implementing the overall Regional Emergency Management Committee (REMC) program developed by VEM.

Each RPC shall:

- a. Build and support membership, and plan and coordinate long-term REMC goals and activities.
- b. Perform administrative tasks for the REMC including scheduling meetings, sending invitations, securing a location, soliciting presenters, and completing requirements of Vermont's Open Meeting Law. A minimum of 4 REMC meetings will be held each year.
- c. Provide VEM with a link to a website where meeting minutes and agendas can be accessed.
- d. Support REMC activities in emergency planning and preparedness to improve local preparation for, response to, and recovery from all-hazard disasters.

Reporting Requirements:

- i. Provide a summary of hours expended, meetings attended or hosted, and the communities/ partners involved in each quarterly report.
- ii. Submit the [Food and Drink Per Diem Form](#) with quarterly reimbursement requests if food or drink was purchased for meetings that quarter.

4. Statewide Emergency Response Preparation

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

RPCs will ensure two individuals are identified in the EMPG Subgrant application and in the EMPG Quarterly Reports that may operate within the SEOC during and outside of normal business hours. To ensure an appropriate statewide level of response can be attained, RPCs will assist VEM in providing staff to the SEOC during activations (exercises or actual events). To this end, RPCs will need to ensure their staff members are appropriately trained and obtain experience in supporting the SEOC. VEM will work with identified RPC staff to determine appropriate primary and secondary SEOC roles.

RPCs will also identify a minimum of three staff that will act as Local Liaisons in the EMPG Subgrant application and in the EMPG Quarterly Reports. Staff identified as Local Liaisons can be different than the staff identified to serve in the SEOC. RPCs will provide any appropriate updates for Local Liaison staff or SEOC staff (at a minimum in the Quarterly Reports) to ensure contact information is up to date.

Each RPC shall:

- a. Ensure each individual identified as SEOC support is trained to the SEOC Section Staff level in accordance with the October 2022 SEOC Training Policy.
- b. Ensure each individual identified as a Local Liaison is familiar with the Local Liaison reporting process. RPCs may reach out to the VEM Planning Section to provide an overview of the Local Liaison process to any RPC staff identified as a Local Liaison.
- c. Ensure that by the end of the award period of performance, at least one individual (of the two qualified individuals identified) has GIS experience sufficient to serve as a Information Analysis Unit Leader in the SEOC. Other roles will be determined based on SEOC need. RPCs should budget a minimum of 1 and a maximum of 40 hours total for each of the 2 identified staff members to complete trainings as identified in the SEOC Training Curriculum.

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- d. Budget 16 hours for individuals identified as SEOC support or Local Liaisons to participate in one SEOC exercise per year. Participation over this amount will be completed as funding allows.
- e. Participate in after action meetings and in the improvement planning process for any SEOC activations. This may include meetings and/or conference calls relating to Local Liaison activations or exercises/ incidents which required RPC personnel within the SEOC. Budget 8 hours.

Reporting Requirements:

- i. Provide verification of RPC points of contact (even if no change) in each quarterly report, or as changes occur. Notifying VEM of changes to points of contact should not wait until the quarterly report, but at a minimum should be updated quarterly. RPCs shall ensure both Local Liaisons and SEOC staff are identified. Minimum contact information should include name, phone, email, and roles the individual can fill in the SEOC. Provide number of hours (based on the number of training hours per course) each staff member will be using towards this task.
- ii. Provide the number of hours and staff participation in State AAR/IPs in each quarterly report.

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ATTACHMENT B PAYMENT PROVISIONS

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

Budget Detail:

Salaries and Benefits	\$ 73,204.00
Contractual	\$
Supplies	\$
Travel & Mileage	\$ 775.00
Equipment *	\$
Other Costs	\$ 466.00
Indirect Cost **	\$ 93,055.00
 Total Federal Share	 \$ 58,375.00
Total Non-Federal Share (Match)	\$ 109,125.00

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

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

** Current Rate Approval Letter (under 2 CFR 200.332(a)(4) must be on file with DPS. It is also important to note that indirect rates may be subject to statutory caps of the Federal program which supersede the requirements of the Uniform Guidance. Refer to Bulletin 5 for further guidance.

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

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

PROGRAMMATIC REPORTING REQUIREMENTS:

- Under 2 CFR 200.329 (e) *Significant Developments*: Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the subrecipient **must** inform DPS *as soon as* the following types of conditions become known:
 1. Problems, delays, or adverse conditions which will *materially impair* the ability to meet the objective of the award. This disclosure **must** include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 2. Favorable developments which enable meeting time schedules and objectives *sooner or at less cost* than anticipated or producing *more or different beneficial results* than originally planned.

¹ 2 CFR § 200.313 (d)(1)

² 2 CFR § 200.313 (d)(2)

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- The subrecipient **must** certify in writing to DPS at the end of the award that the project or activity was completed, or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Federal award must be adjusted.
- Changes in principal personnel or scope of effort **must** receive the prior written approval of DPS.

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

FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:

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

- Reimbursement in arrears of expenditures with attached documentation. Subrecipient must submit the DPS Financial Report Form (**DPS Form ADM-116a**) with attached detailed documentation of incurred expenses paid to receive payment.
- Limited cash advance with prior approval. Subrecipient must submit the DPS Financial Report Form with detailed documentation of incurred expenses marked "Goods/Services received, not paid." DPS will process and make payment to Subrecipient. Next, the Subrecipient **MUST** make payment to the vendor and provide DPS proof of such (i.e. copy of cancelled check) within ten (10) days of receipt of the State of Vermont payment. Subrecipients may receive cash advance however they may be required to deposit funds in an interest-bearing account and possibly return interest earned more than \$500 per year (see 2 CFR §200.305(b)(8)). Any interest earned must be reported to the Department of Health and Human Services, Payment Management System.

Requests for reimbursement, or payment, must be made using the DPS Financial Report Form (DPS Form ADM-116a), and must be supported by detailed supporting documentation. Examples of detailed supporting documentation may include payroll reports, timesheets, general ledger reports, paid vendor invoices, and cancelled checks.

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

Name: Nathalie Townsley

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

Via fax: 802-241-5553

Via email: DPS.EMPGroup@vermont.gov

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

CLOSEOUT:

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

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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

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concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

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

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

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

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

16. Taxes Due to the State:

- A) Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B) Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C) Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the

Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

- D) Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

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

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

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

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

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

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

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

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

27. Termination:

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

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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)

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**ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS**

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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil

judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are

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suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website

(<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990. The Subrecipient will or will continue to provide a drug-free workplace by:³

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

- Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Subrecipient's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (e) Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. PROCUREMENT:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.327.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.⁴
3. The subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises,

and labor surplus area firms be used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS

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

a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing and other review controls.

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

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

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

³ 2 CFR § 182

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⁴ 2 CFR § 200.318(c)(1)

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from audit, litigation or claims started before the expiration of the three year period, whichever is later.

b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

c. Provides information for planning, control and evaluation of direct and indirect costs;

d. Provides cost and property control to ensure optimal use of the grant funds;

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

3. Notification of Organizational Changes Required:

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

i. having new or substantially changed systems

ii. having new compliance personnel

iii. loss of license or accreditation to operate program

iv. organizational restructuring.

6. FOLLOWING SUBRECIPIENT PROCEDURES:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient’s payroll, purchasing, contracting and inventory control in accordance with 2 CFR 200 Subpart E, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in: **(a)** 2 CFR 200 § 302 Financial Management

7. DISCLOSURE OF INFORMATION:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for

any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. CONFLICT OF INTEREST

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

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

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

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ATTACHMENT E

FUNDING SOURCE SPECIAL CONDITIONS

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

Article I - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article II - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article III - General Acknowledgements and Assurances

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

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

10/02/2023**Executive Committee****51****Article IV - Acknowledgement of Federal Funding from DHS**

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

Article V - Activities Conducted Abroad

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

Article VI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Best Practices for Collection and Use of Personally Identifiable Information

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

Article IX - Civil Rights Act of 1964 - Title VI

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

Article X - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Copyright

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

Article XII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.)

12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIII - Drug-Free Workplace Regulations

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

Article XIV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance

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award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

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

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVI - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVII - False Claims Act and Program Fraud Civil Remedies

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

Article XVIII - Federal Debt Status

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

Article XIX - Federal Leadership on Reducing Text Messaging while Driving

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

Article XX - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXI - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIII - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance:

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXIV - Lobbying Prohibitions

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

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related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXV - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

Article XXVII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVIII - Notice of Funding Opportunity Requirements

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

Article XXIX - Patents and Intellectual Property Rights

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

Article XXX - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXI - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

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

Article XXXIII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

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

Article XXXIV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's

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Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing.

The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "[Buy America Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#)". For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXV - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVI - Terrorist Financing

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

Article XXXVII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

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

Article XXXVIII - Universal Identifier and System of Award Management

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Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXIX - USA PATRIOT Act of 2001

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

Article XL - Use of DHS Seal, Logo and Flags

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

Article XLI - Whistleblower Protection Act

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

Article XLII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIII - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLIV - Acceptance of Post Award Changes

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

Article XLV - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVI - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities.

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Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - 1.) Procure or obtain;
 - 2.) Extend or renew a contract to procure or obtain; or
 - 3.) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i.) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii.) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also §200.471.

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

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

Memorandum of Understanding**Between Central Vermont Regional Planning Commission and Central Vermont Medical Reserve Corps****For services provided by Central Vermont Regional Planning Commission as the fiscal agent****Date October, 2023**

Background – This agreement describes the activities and responsibilities of Central Vermont Regional Planning Commission (hereafter “CVRPC”) and the Central Vermont Medical Reserve Corps (hereafter “MRC”), primarily for managing the funds for the MRC. The MRC program is a national volunteer program currently supported by the Vermont Department of Health Division of Emergency Preparedness, Response, and Injury Prevention. The MRC is not a formally incorporated group and is not eligible to directly receive grant funds from the State of Vermont. Accordingly, the MRC has approached CVRPC to act on behalf of the MRC as a fiscal agent.

Funds – Biannually the MRC, through activities, anticipates receiving funds from the Department of Health as directed by the U.S. Health and Human Services. These funds will be paid into the Central Vermont Regional Planning Commission Checking Account and retained for MRC purposes.

The Vermont Department of Health Grant – the Medical Reserve Corps Activities grant agreement may remain in place to include grants in the future and/or other sources of MRC funds.

CVRPC acting as fiscal agent agrees to:

- Meet the requirements of the Subrecipient requirements of the Medical Reserve Corps Activities grant.
- Establish and maintain a checking account for the purposes of holding and distributing MRC funds.
- Provide accounting of revenue payments made, and balance in the account on a periodic basis and/or as required by the MRC.
- Provide a person to serve as the point of contact within CVRPC for MRC activities.

The MRC agrees to:

- Submit grant documentation and invoice twice per year to the CVRPC as fiscal agent for review and signature.
- Submit invoices and documentation signed by the CVRPC as fiscal agent to the Department of Health for subgrant payout.
- Provide the CVRPC fiscal agent with a roster of members annually, or upon the schedule requested by the CVRPC, if a more frequent accounting is desired.
- Meet the program reporting requirements of the Department of Health grant.

- Make requests for payment of funds in writing to CVRPC. These may be submitted by email to CVRPC's designated point of contact.
- Maintain contact with CVRPC through the designated point of contact in an effort to resolve any issues or needs that arise.
- Reimburse CVRPC up to 5% of the total funds received for the year from the Department of Health grant to support the coverage of administrative processing expenses.

Updates and clarification to the memorandum of agreement – Updates, clarifications, or changes to this memorandum of agreement may be made at any time as needed and as agreed to by both CVRPC and the MRC.

Term of the agreement – there is not specific term for this agreement and CVRPC's service as the MRC fiscal agent. It is anticipated that this relationship could be in place for a number of years and may continue to new grants or other sources of revenue to support MRC activities.

Termination of CVRPC service as fiscal agent – Either the MRC or CVRPC may terminate CVRPC's service as the fiscal agent for the MRC with at least 30 days written notice to the other party. CVRPC agrees to return any fund balance remaining in the MRC account to the MRC or another fiscal agent.

Agreed to by:

On behalf of the MRC:

On behalf of CVRPC: Christian Meyer

Date

Date

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STATE OF VERMONT

Contract #46372

STANDARD CONTRACT FOR SERVICES

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Public Service Department (hereinafter called “State”), and Addison County Regional Planning Commission, with a principal place of business in Middlebury, Vermont, (hereinafter called “Contractor”). Contractor’s form of business organization is a political subdivision of the state. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of geographically dispersed public forums on renewable and clean electricity policies and programs. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$62,000.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on July 25, 2023 and end on June 30, 2024.

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

5A. **Sole Source Contract for Services.** This Contract results from a “sole source” procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

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

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

8. **Attachments.** This contract consists of 15 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

Attachment D - Other Provisions

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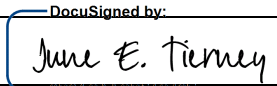
Contract #46372

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

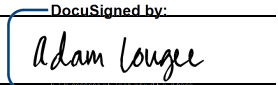
- (1) Standard Contract
- (2) Attachment D (if applicable)
- (3) Attachment C (Standard State Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: 7/27/2023
Signature: 
Name: June E. Tierney
Title: Commissioner, Public Service Department

By the Contractor:

Date: 7/27/2023
Signature: 
Name: Adam Lougee
Title: Executive Director

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ATTACHMENT A – STATEMENT OF WORK**Project Description, Tasks, & Deliverables**

The Department of Public Service (Department) is currently in the process of implementing its Public Engagement Plan as part of its comprehensive review of Vermont's renewable and clean electricity policies and programs. The Department's Contractor (**Addition County Regional Planning Commission or "ACRPC"**) with the assistance of their subcontractors (**Bennington County Regional Commission, Central Vermont Regional Planning Commission, Chittenden County Regional Planning Commission, Lamoille County Regional Commission, Mount Ascutney Regional Commission, Northeastern Vermont Development Association, Northwest Regional Planning Commission, Rutland Regional Planning Commission, Two- Rivers Ottauquechee Regional Commissions, and Widham Regional Commission**) will specifically support implementation of Phase Two of this Plan, the Policy and Program Review. From this point forward references to "Contractor" include both ACRPC as the prime and the others listed above as the subcontractors. The Contractor will coordinate with the Subcontractors to compile and provide deliverables.

The Contractor and their Subcontractors shall organize and convene geographically distributed listening sessions and discussion forums across Vermont. These forums will provide a space to hear from Vermonters about what they value about renewable electricity and what they would like to see from renewable and clean electricity policies and programs in Vermont. The Department envisions that the forums would be structured specifically to better understand Vermonters':

1. Preferences for "clean" (or low-carbon) versus "renewable" energy standards and supporting programs
2. Priority issues when deciding where their electricity comes from (including but not limited to technologies, scales, locations, pace, costs, benefits, and other core issues such as affordability, reliability, and environmental impacts) and/or
3. Particular benefits and/or challenges with existing programs and policies

The primary objective of this work is to engage with Vermont's residents directly, giving them a voice in the conversations and decision-making processes leading to renewable energy policies. In particular, this work should endeavor to include those who have been historically left out of those conversations and decision-making processes. The Contractor and their Subcontractors will support further refining these objectives into clearly defined questions to address.

Regular check-ins with the Department, detailed written summaries for each event, and submission of copies of any materials produced based on comments offered and/or discussions that occur at events (ex. brainstorming documents) are all required. The information resulting from this project will be used by the Department to inform recommendations to the Vermont General Assembly on future renewable energy policies and programs.

Contract Oversight

Funds are provided to the ACRPC to support the provision of services and completion of products specifically described in this contract and must be used in a manner that conforms to all relevant State standards. The services performed under this Contract shall be monitored by State assigned staff. Reporting requirements will include performance expectations and deliverables,

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as described herein. Any changes to time, scope, and/or resources shall be discussed in advance and the impacts to the work to be performed will be determined and reduced to writing by the State and the Contractor in the form of a contract amendment. The Department will provide ACRPC \$1,500 to support costs related to administering this contract.

Task 1: Kick-Off, Ongoing Meetings, and Revised Work Plan

As soon as possible after the contract execution the Contractor shall schedule a project kick-off meeting – in-person or virtually - with Department staff. The purpose of this meeting is to ensure there is a common understanding of the project's needs, refine the proposed scope of work and timeline, address priority issues, and agree on a preliminary schedule of deliverables. At least one staff member from the Contractor and each Subcontractor will attend unless Department staff are otherwise notified.

Agenda items for the kick-off meeting will focus on reviewing the proposed scope & workplan including project timeline and deliverable schedule, including the following items:

- Specific questions for the forums to address
- Coordination of how events roll out across Vermont (i.e., will all discussions focus on the same questions or different ones based on their expertise/region/etc.)
- Event dates, logistics, advertising strategies, and supporting materials
- Communication procedures and other administrative and management details
- Next steps

The Department expects to hold a series of follow-up planning calls with the Contractor to finalize each of these details.

Task 1 Deliverables – Following execution of the contract, Contractor shall:

- Coordinate with the Department to schedule a kick-off meeting as soon as possible following contract execution. Meeting coordination must take place within five business days following contract execution and the meeting will be scheduled based on Contractor availability.
- Coordinate with the Department to schedule ongoing meetings based on staff availability. Ongoing meetings shall be weekly as deemed necessary and no less than bi-weekly.
- Engage in one round of work plan review if requested by PSD staff and provide final work plan.

Task 2: Listening & Discussion Forums

The Contractor and Subcontractors shall organize and hold Listening and Discussion Forums. The Forums will seek to address the questions outlined in Task 1. The Contractor and Subcontractors shall plan to conduct up to two sessions each (maximum of 22 events total) of roughly 90 minutes to two hours to address these questions. The sessions should be offered at a diversity of days and times for the public to attend and/or to allow for targeting different communities as is appropriate. For example, events could be for the public broadly or focused on reaching energy committees or low-income, BIPOC (Black, Indigenous, and People of Color), or renter communities, among others. The Contractor and Subcontractors are encouraged to engage with partner organizations as appropriate to help reach a broad array of Vermonters and may partner with other events for this work, however, there must be space within these existing events to hold targeted discussions on renewable and clean electricity programs and policies, the focus of this public engagement effort. The Department envisions these events occurring in person but understands there are also benefits to virtual events if there is a strong preference for that medium instead.

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All events will be open to the public regardless of their targeted focus Department staff are available to attend up to one event per region, upon request.

Planning for the forums should consider the needs for issues such as, but not limited to:

- Marketing & communication materials and advertising needs
- Food and/or childcare at events
- Venue costs & IT
- Compensation for participants
- Language access and translation services
- Facilitation services

Department staff will assist the Contractor in developing materials for the events, which will build off or modify materials from the Department's previous engagement work on renewable electricity. The Department will also support a coordinated approach to translating materials, as appropriate and in consultation with the Contractor and Subcontractors on what languages are most prevalent in their regions. The Department will provide input on event logistics and structures and advertise events through the Department's channels.

The Contractor and Subcontractors shall each receive \$5,500 to support conducting events in their region. Events should occur within two months of contract execution.

Task 2 Deliverables –

The Contractor shall:

- Develop and hold at least 11 and no more than 22 listening sessions and/or discussion forums
- Advertise the events
- Coordinate with Department staff on translation needs and material development

Task 3: Reporting

The Contractor shall include as part of its reporting effort a set of deliverables inclusive of detailed written summaries of all events conducted and copies of all materials created during the events themselves. The Contractor will provide the Department with one draft written summary of the events occurring in each Regional Planning Commission territory within two weeks of the final event in that region. The Contractor will revise the summaries based on feedback from the Department. The Contractor shall also make themselves available for at least one meeting with the Department following the conclusion of events to develop a set of core learnings and key takeaways from the effort.

Task 3 Deliverables –

The Contractor shall provide:

- Draft written summaries of all events within two weeks of the final event in each region
- Final written summaries of all events within two weeks of receiving Department comments
- Copies of all materials created during events
- At least one meeting with the Department to develop key takeaways

Task 4 – General Administration and Management

The Contractor will assign at least one project manager from each Subcontractor to be the lead in terms of communication with the Department. Management responsibilities will include organizing and

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participating in regular project updates with the Department project manager, in which Contractor and the Department manager will have a conference call during which Contractor will provide a project progress review.

Task 4 Deliverables –

All work shall be completed according to the timeline below (or as agreed upon by both parties).

Key Deliverable Tasks	Draft/Final Deliverable
Kickoff meeting and proposed workplan (Task 1)	July 2023
Listening Sessions & Discussion Forums (Task 2)	September 30, 2023
Reporting (Task 3)	November 15, 2023

Performance Measures

Timeliness – Contractor shall complete tasks and submit deliverables as scheduled above, or if a timeframe is not specified, within a reasonable time to allow adequate opportunity for Department review.

Quality – Contractor shall ensure professional and inclusive conduct at events and that recommendations and written work, including any reports and written summaries of the forums, are well-written, clear and thorough without need for significant editing by Department's staff.

Relationships – Contractor shall work well with the Department's staff and other individuals or entities as requested by the Department.

In the event the work described above is not going to be provided within the time outlined above, Contractor shall contact the Department to discuss a remedy to resolve the situation. If a mutually acceptable resolution cannot be reached, then the contract shall be terminated.

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ATTACHMENT B – PAYMENT PROVISIONS

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

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract #46372 for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State at the following email address PSD.Invoice@Vermont.gov, with a copy to the Department Project Manager.
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

Contractor shall submit invoices to the State in accordance with the following schedule:

<u>Deliverable</u>	<u>Invoice Amount</u>
Task 2 completed by October 15, 2023	\$60,500.00
Task 3 completed by November 30, 2023	\$1,500.00

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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.

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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.

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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.

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- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

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

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

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

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

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

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

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

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

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

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

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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.

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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

10/02/2023

Executive Committee

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STATE OF VERMONT

Contract #46372

STANDARD CONTRACT FOR SERVICES

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)

10/02/2023

Executive Committee

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STATE OF VERMONT

Contract #46372

STANDARD CONTRACT FOR SERVICES

ATTACHMENT D
Other Provisions

1. **Work Product Ownership.** Upon full payment by the State, all products of the Contractor's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Contractor.
2. **Prior Approval/Review of Releases.** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Contractor under this contract shall be approved by the State prior to release.
3. **Ownership of Equipment.** Any equipment purchased or furnished by the State to Contractor under this contract is provided on a loan basis only and remains the property of the State.
4. **Confidential Information.** Contractor agrees to keep confidential all information produced or acquired by Contractor in connection with this Contract. Contractor will take reasonable measures as are necessary to restrict access to this information to employees or agents who must have the information on a "need to know" basis. The Contractor shall promptly notify the State of any third party request for this information so that the State may act to protect its confidentiality.

(End of Attachment D)

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GRANT INFORMATION				Executive Committee			
10/02/2023				74			
1 Grant #: 03420-			2 Original X			Amendment #	
3 Grant Title: Hot Weather Emergency Planning, CVRPC							
4 Amount Previously Awarded: \$ 0.00			5 Amount Awarded This Action: \$17,000		6 Total Award Amount: \$17,000		
7 Award Start Date: 10/1/23		8 Award End Date: 6/30/24		9 Subrecipient Award: YES X NO			
10 Vendor #:		11 Grantee Name: Central Vermont Regional Planning Commission					
12 Grantee Address: 29 Main St #4							
13 City: Montpelier			14 State: VT		15 Zip Code: 05602		
16 State Granting Agency: AHS/VDH/Division of Environmental Health					17 Business Unit: 03420		
18 Performance Measures: YES X NO		19 Match/In-Kind: \$ N/A Description:					
20 If this action is an amendment, the following is amended: Amount: Funding Allocation: Performance Period: Scope of Work: Other:							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
21 Grantee Identifier [UEI] #: L97JQHE86VX3			22 Indirect Rate: 125 % (Approved rate or de minimis 10%)		23 FFATA: YES X NO		
24 Grantee Fiscal Year End Month (MM format): 06					25 R&D:		
26 Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type		27 Awarded Previously	28 Award This Action	29 Cumulative Award	30 Special & Other Fund Descriptions		
General Fund		\$0.00	\$0.00	\$0.00			
Special Fund		\$0.00	\$0.00	\$0.00			
Global Commitment (non-subrecipient funds)		\$0.00	\$0.00	\$0.00			
Other State Funds		\$0.00	\$0.00	\$0.00			
FEDERAL FUNDS (includes subrecipient Global Commitment funds)					Required Federal Award Information		
31 CFDA#	32 Program Title	33 Awarded Previously	34 Award This Action	35 Cumulative Award	36 FAIN	37 Federal Award Date	38 Total Federal Award
93.070	Environmental Public Health and Emergency Response	\$0.00	\$17,000.00	\$17,000.00	NUE1EH001457	5/25/23	\$300,000.00
39 Federal Awarding Agency: Centers for Disease Control and Prevention			40 Federal Award Project Descr: Building Resilience Against Climate Effects in Vermont				
		\$0.00	\$0.00	\$0.00			
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:			Federal Award Project Descr:				
		\$0.00	\$0.00	\$0.00			\$0.00
Total Awarded - All Funds		\$0.00	\$0	\$0			
SECTION IV - CONTACT INFORMATION							
STATE GRANTING AGENCY			GRANTEE				
NAME: Jared Ulmer			NAME: Sam Lash				
TITLE: Climate & Health Program Manager			TITLE: Climate & Energy Planner				
PHONE: 802-865-7762			PHONE: 802-262-1053				
EMAIL: jared.ulmer@vermont.gov			EMAIL: Lash@cvregion.com				

PART 2 - GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement for services between the State of Vermont, Department of (Health) (hereinafter called "State"), and Central Vermont Regional Planning Commission. with principal place of business in Montpelier, Vermont (hereinafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is Hot Weather Emergency Planning. Detailed services to be provided by the Subrecipient are described in Attachment A.
3. **Award Details:** Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
5. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
6. **Attachments:** This Grant consists of (22) pages including the following attachments which are incorporated herein:

Grant Agreement – Part 1 – Grant Award Detail Sheet
Grant Agreement – Part 2 – Grant Agreement
Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment C - Standard State Provisions for Contracts and Grants
Attachment F - AHS Customary Contract/Grant Provisions

The order of precedence of these documents shall be as follows:

Grant Agreement – Part 1
Grant Agreement - Part 2
Attachment C – Standard State Provisions for Contracts and Grants
Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment F - AHS Customary Contract/Grant Provisions

PART 2 – GRANT AGREEMENT

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

STATE OF VERMONT

GRANTEE

By:

By:

Mark Levine, MD
Commissioner
Vermont Department of Health

Christian Meyer
Executive Director
Central Vermont Regional Planning
Commission

Date: _____

Date: _____

Address:
29 Main Street #4
Montpelier, VT 05602

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

1. Background/Overview:

Climate change has already increased heat-related health risks in Vermont, and we can expect even more frequent and harmful hot weather episodes in the future. The 2018 heat wave starkly demonstrated the dangers of heat in Vermont, taking the lives of at least four Vermonters. Vermont communities need to prepare and plan for the growing threat of harmful hot weather in Vermont.

The Vermont Climate & Health Program is providing funding to Subrecipient to build Subrecipient's capacity for hot weather emergency planning, to provide direct technical assistance to local partners for developing hot weather emergency plans, and to collect data on cooling facilities in Subrecipient's region.

Desired Outcomes

The work conducted under this agreement will help increase hot weather preparedness in Vermont, by:

- Increasing capacity for regional and local planners to prepare for hot weather emergencies.
- Developing local plans to reduce health impacts related to hot weather emergencies.
- Encouraging identification of community cooling facilities and communication of cooling facility locations with the public.

Grant Monitoring & Technical Assistance

The State of Vermont will conduct regular monitoring activities to ensure compliance with the terms of this agreement. Monitoring activities will include desk reviews of each invoice and any associated deliverables; and regularly scheduled remote or in-person meetings to review on-going technical assistance, grant performance and management. Additional monitoring activities may occur, if deemed necessary.

Performance-Based Agreements

All grants and contracts executed by the State of Vermont are performance-based agreements. Using Results-Based Accountability (RBA) as a "common sense-based" approach to performance management, the measures in this agreement include quantity (how much?), quality (how well?), desired outcomes (are Vermonters any better off?), and timeliness as goals that incorporate this agreement's required services/activities into the larger continuum of heat illness prevention. Grant performance will be measured and

2. Required Services/Activities:

Task 1: Capacity building

Subrecipient will develop their own planning guidance and template that integrates the Climate & Health Program's Local Hot Weather Preparedness Guidance and Template with additional guidance, templates, and/or recommended actions for addressing extreme cold. Subrecipient will also participate in a hot weather emergency planning training and discussion that will take no longer than 2 hours. Climate & Health Program staff will provide the training to multiple Subrecipients and facilitate discussion about delivering the assistance, expected challenges, and desired outcomes.

Deliverable 1.1: Hot weather emergency planning training feedback

At least one Subrecipient staff member will participate in the training session and submit a brief evaluation of the training using a form provided by the Climate & Health Program.

Deliverable due: 11/31/23

Deliverable 1.2: Extreme temperature planning guidance and template

Subrecipient will submit a revised version of the planning guidance and template that integrates extreme heat and extreme considerations. Deliverable should specifically address integration of extreme temperature preparedness and response into Local Emergency Management Plans and Local Hazard Mitigation Plans.

Deliverable due: 11/31/23

Task 2: Cooling facility outreach and data collection

Subrecipient will support the Climate & Health Program by 1) reaching out to communities to encourage identification of local cooling facilities and 2) prompting communities to submit data to the Climate & Health Program on local cooling facility locations or collecting and compiling the data from communities or from existing sources. Cooling facility locations will subsequently be communicated to the public and partners through the State of Vermont online cooling facility map. The Climate & Health Program will provide outreach materials to Subrecipient about the importance of identifying local cooling facilities and an online data collection form.

Deliverable 2.1: Brief cooling facility summary report

Subrecipient will submit a brief report summarizing outreach and/or use of existing data sources to solicit cooling facility information from communities in their region. Any cooling facility data collected/compiled by Subrecipient that was not previously submitted through the online data collection form should be documented in the report. Subrecipient should summarize any challenges faced or lessons learned that can help improve identification and data collection about cooling facilities in the future. The Climate & Health Program will provide Subrecipient with a template for collecting the above.

Deliverable due: 11/31/23

Task 3: Technical assistance

Subrecipient will deliver technical assistance **to five municipalities** to develop local hot weather emergency plans. Technical assistance should be based on the guidance and template completed in Task 1 but can be tailored by the Subrecipient to best fit the needs, context, and capacity of the specific municipality. At a minimum, local plans should identify key triggers, actions, and responsibilities for the municipality in response to a hot weather emergency, including identification of current or potential cooling facilities, identification of high-risk community members and strategies for aiding those individuals, outreach strategies about heat safety and adaptation resources, and other policies, procedures, or plans to support heat safety.

Deliverable 3.1: Draft Local Hot Weather Emergency Plans

For each municipality receiving technical assistance from Subrecipient, Subrecipient will submit a draft municipal hot weather emergency plan. It is understood that official adoption or otherwise finalizing the plan will be subject to local procedures and may not occur during the timetable of this grant.

Deliverable due: 4/30/24

Deliverable 3.2: Brief technical assistance summary report

Subrecipient will submit a brief report summarizing work completed, challenges faced, lessons learned, and any other suggestions for improving the guidance, template, community selection, or technical assistance in the future. The Climate & Health Program will provide Subrecipient with a template for collecting the above.

Deliverable due: 4/30/24

3. Reporting:

Grantee will submit all deliverables to the Climate & Health Program Manager as follows:

Electronic submissions are required. Send to: jared.ulmer@vermont.gov

If necessary, deliverables can be mailed using the following address:

Vermont Department of Health
Environmental Health Division
P.O. Box 70, 108 Cherry Street
Burlington, Vermont 05402-0070
ATTN: Jared Ulmer

ATTACHMENT B
PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. Payment is contingent upon approval by the State and will be made to the Grantee after approval of an invoice and any reporting requirements listed in Attachment A: Scope of Work. The State may withhold payment in whole or in part in the event of the Grantee's failure to comply with the terms of this agreement.

Invoicing & Payments:

The Subrecipient will be paid for products or services specified in attachment A, for services performed, up to the maximum allowable amount specified in this agreement. Allowable costs for activities under this agreement are as follows:

Performance Period	Activity/Deliverable	Deliverable Due	Invoice Due	Maximum Allowable Amount
10/1/23 – 11/31/23	Task 1 / Deliverables 1.1, 1.2	10/31/2023	11/30/2023	\$1,000
10/1/23 – 11/31/23	Task 2 / Deliverable 2.1	10/31/2023	11/30/2023	\$1,000
12/1/23 – 4/30/24	Task 3 / Deliverables 3.1, 3.2	4/30/2024	5/31/2024	\$15,000

Total expenditures for this grant will not exceed **\$17,000**.

The subrecipient may request payment under this agreement by submitting an invoice and reporting requirements described above and in Attachment A.

Invoices must be signed and dated by the Grantee, and include the following:

- Grantee's name
- Grantee's mailing address
- Grant number
- Invoice date
- Description of activities performed
- Amount due per actual expense
- Required deliverables and reporting materials
- Invoices, receipts and supporting documentation related to a request for reimbursement

Reports and supporting documentation must be submitted **electronically** to the address listed below:

Invoices must be emailed to: halley.ross@vermont.gov and jared.ulmer@vermont.gov

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

STATE OF VERMONT
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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

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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,

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claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

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

16. Taxes Due to the State:

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

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

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

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

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

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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

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strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

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

27. Termination:

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

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

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

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

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

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

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

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

32. Requirements Pertaining Only to State-Funded Grants:

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

(End of Standard Provisions)

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT
PROVISIONS

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the

performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational

Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and

“independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

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

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place of birth, mother’s maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or

privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

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

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

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

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

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

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and

security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

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

Party, in the event of a data breach, shall comply with the terms of Section 7 above.

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding

its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The “Inclusion/Exclusion” policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

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

AHS ATT. F 5/16/2018



MEMO

Date: October 2, 2023
To: Executive Committee
From: Christian Meyer, Executive Director
Re: Rules of Procedure & Process Update – Project Review Committee

✉ ACTION REQUESTED: Review revised Project Review Committee Rules of Procedure and Rules of Process and recommend for Board approval

Project Review Committee Rules of Procedure & Rules of Process

The Board last adopted Rules of Procedure and Rules of Process for the Project Review Committee on September 12, 2017. In order to ensure conformance with the recent Bylaws Update adopted on 9/13/22, the Rules of Procedure have been amended to reflect language used in the Bylaws. The Rules of Process have concurrently been amended to ensure they reflect current process of both staff and the committee.

The Project Review Committee reviewed both draft documents at their July 27th meeting and recommended the changes as presented be approved by the Board.



PROJECT REVIEW COMMITTEE

RULES OF PROCEDURE

September 12, 2017

PURPOSE: The Project Review Committee (~~PRC~~) serves to support the Board by fulfilling CVRPC's statutory role as specified within 24 V.S.A. Section 4345a(13) and (14) and to aid other parties to make conformance determinations when directed by the Board. These items are commonly referred to as Act 250 in an advisory capacity to the CVRPC Board of Commissioners for projects that are seeking a permit through Act 250 (10 V.S.A. Chapter 151) as a state-designated statutory party; or projects seeking a Certificate of Public Good through and Section 248 (30 V.S.A. Chapter 5) of Vermont Statute. ~~The primary purpose of the PRC is to provide guidance to the Commissioners and staff on how and when the Regional Planning Commission participates in proceedings related to a specific project. This is a standing committee of the Regional Planning Commission and maintains an active role in review, oversight, and guidance on projects that meet the Region's threshold for Significant Regional Impact.~~

Commented [NC1]: Amended to conform with Bylaws 403.E.2 (Purpose)

GENERAL ACTIVITIES:

- ◆ Evaluate Act 250 and Section 248 development projects relative to conformance with the Regional Plan.
- ◆ Evaluate Federal Energy Regulatory Commission (FERC) license applications and renewals relative to conformance with the Regional Plan.
- ◆ Offer advice, input, and opinions to applicants, the District Environmental Commission, the Vermont Public Utility Commission, and other organizations and individuals as appropriate, consistent with plans, policies, positions or resolutions adopted by the Board.
- ◆ Provide recommendations to the Regional Plan Committee on amendments or changes to Substantial Regional Impact criteria.
- ◆ Provide the Board copies of all written decisions and recommendations regarding Act 250 and Section 248 projects.
- ◆ ~~Evaluate projects in relation to the criteria for Substantial Regional Impact and provide a determination.~~
- ◆ ~~Provide input and recommendations on behalf of the Board of Commissioners regarding projects that are identified as having Significant Regional Impact.~~

Commented [NC2]: Amended to conform with Bylaws 403.E.3 (Duties)

- ◆ ~~Solicit input from staff, applicants, or other parties as needed to gather information and render a decision.~~
- ◆ ~~Evaluate potential cumulative impacts for specific projects that are phased, projects within a specific geographic area, or other factors that may result in cumulative impacts within a five-year time period.~~
- ◆ ~~Make a determination regarding conformance between a proposed project and the Regional Plan.~~
- ◆ ~~Provide guidance to staff regarding amendments or changes to the criteria used to define Substantial Regional Impact as may be necessary to address changing conditions or development trends over time.~~

ADVISORY ROLE: The Project Review Committee PRC shall be advisory to the Board of Commissioners. The Project Review Committee PRC will offer advice, input, and opinions to applicants, the District 5 Environmental Commission, the Vermont Public Utility Commission, and other organizations and individuals as appropriate, consistent with plans, policies, positions or resolutions adopted by the Board of Commissioners. The advice, input, and opinions provided by the Project Review Committee PRC may be reviewed, confirmed or reversed by the CVRPC Board of Commissioners at the Board's discretion.

MEMBERSHIP: The PRC shall consist of five (5) members plus one (1) alternate committee member, each of whom shall be a Commissioner or Alternate Commissioner. Two of the committee members may be Alternate Commissioners. Members shall ~~representatives of the Board of Commissioners and one (1) alternate who~~ serve three-year staggered terms. The alternate committee member may participate in committee discussions but will only vote in the absence of a standing member. In the event any member of the Committee is unable to serve, a successor shall be elected using the same process as provided in the case of the original election.

Commented [NC3]: Amended to conform with Bylaws 403.E.1 and 504.B

OFFICERS/ELECTIONS: The Project Review Committee PRC will elect a Chairperson and Vice-Chairperson at the first meeting following the annual appointment by the Board of Commissioners. The Chair will be responsible for running meetings, setting agendas in conjunction with staff, and representing the Project Review Committee PRC at various meetings as needed. The Vice-Chair will provide support to the Chair as needed. ~~If the Chair or Vice-Chair should resign before his/her term is expired, an interim election shall be held within two meetings.~~

Commented [NC4]: Addressed under membership

ATTENDANCE AND QUORUMS: Members are encouraged to attend all regular meetings and special meetings as they arise. A quorum shall consist of a majority of the voting members.

COMMUNICATION AND COORDINATION:

- ◆ Meetings shall be noticed and held in accordance with Vermont Open Meeting Law.
- ◆ Draft policies and resolutions shall be forwarded to Project Review Committee PRC members and interested/affected parties for comment before action by the Project Review Committee PRC, or final action/approval by the Board of Commissioners.
- ◆ Minutes of all regular and special meetings will be prepared by staff, distributed to Project Review Committee PRC members and interested parties, and made available to the public in accordance with open meeting and public records law described in 1 VSA.
- ◆ The Project Review Committee PRC will report on committee discussions or activities to the Board of Commissioners on a regular basis.
- ◆ PRC-Project Review Committee members are encouraged to offer input on all matters before the Project Review Committee PRC, and are encouraged to bring up items of local or regional concern for Project Review Committee PRC consideration.

CONFLICT OF INTEREST: Upon joining the Commission or its committees, individuals must review and sign the Commission's most recently adopted Code of Conduct and Conflict of Interest Policy to indicate that they have read, understood, and agree to comply with it. In the event any PRC member has a personal or financial interest with any individual, partnership, firm or corporation seeking to contract with the CVRPC, or to provide materials or labor thereto, or has a personal or financial interest in any project being considered by the PRC, the member shall state on the record the nature of his or her interest. If the member is uncertain whether he/she should participate in the discussion or decision, the PRC shall determine by vote whether the member should participate. The PRC may also make a determination of conflict if the majority of voting PRC members in attendance at the meeting determine a conflict of interest exists. A member of the PRC with an identified conflict of interest shall not deliberate or vote with the PRC but may participate in the open public discussion.

Commented [NC5]: Amended to conform with standard ROP language

ADOPTION OF ORGANIZATIONAL PROCEDURES: The Project Review Committee may, at any time, vote to recommend amendments of these procedures, upon 51% vote of the Committee membership. Proposed amendments will then be forwarded to the Executive Committee and interested parties. The Executive Committee then will make a recommendation to the Board of Commissioners regarding adoption.

Commented [NC6]: Amended to conform with Bylaws Section 403.A3, 403.B.3.1 and standard ROP process

The Project Review Committee is a standing committee of the Commission, and is therefore

subject to the Commission's bylaws. These Rules of Procedure and the appended Rules of Process, combined with Robert's Rules of Order, provide procedural and administrative guidance for the Committee in addition to the Commission's bylaws. In the case of a conflict between these Rules and the Commission's Bylaws, the Bylaws shall take precedence. This document supersedes all other direction, policies, and procedures pertaining to the Project Review Committee.

~~The PRC may, at any time, vote to amend these procedures, in accordance with quorum requirements noted above. Proposed amendments will be forwarded to PRC members before consideration at a regular PRC meeting. Amendments will then be forwarded to the Board of Commissioners for ratification.~~

~~The PRC is a standing committee of the Regional Planning Commission, and is therefore subject to the Commission's bylaws. As such, these Rules of Procedure, combined with the Central Vermont Regional Planning Commission's bylaws and Robert's Rules of Order, provide procedural and administrative guidance for the PRC.~~

Adopted by the Board of Commissioners: 09/12/17 / /

~~Julie Potter~~Steve Lotspeich, Jerry D'Amico, Chair
CVRPC Board of Commissioners

APPENDIX A: Rules of Process

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PROJECT REVIEW COMMITTEE

RULES OF PROCESS

~~September 12, 2017~~

PURPOSE: To provide a uniform and consistent process by which the Project Review Committee (PRC) will review, evaluate, and comment on projects that meet the thresholds for Significant Regional Impact. The PRC serves in an advisory capacity to the CVRPC Board of Commissioners for projects that are seeking a permit through Act 250 (10 V.S.A. Chapter 151) as a state designated statutory party; or projects seeking a Certificate of Public Good through Section 248 (30 V.S.A. Chapter 5) of Vermont Statute. This process will ensure a fair and equitable evaluation of projects that are submitted for review.

INVOLVEMENT BY THE REGIONAL PLANNING COMMISSION: The PRC will make a determination on behalf of the full Commission regarding conformance or non-conformance with the Regional Plan when a Substantial Regional Impact has been identified, cumulative impacts will result in a Substantial Regional Impact, or may set a precedent within the Region. The conclusions reached will so state that they are made on available information. The PRC may also reserve its statutory right to participate in the Act 250/Section 248 hearing process if it must appear to ensure proposed projects are in conformance with the Regional Plan, regardless of whether the proposal has Substantial Regional Impact.

The PRC will become involved in the review of a project on behalf of a member municipality according to the following:

1. Staff will provide limited technical assistance at the request of either the legislative body or the planning commission. Limited technical assistance will consist of providing factual information allowing the requesting body to develop its own independent determinations regarding its participation and position. Limited technical assistance will not consist of involvement in hearings on behalf of a municipality or statements of support of municipal participation or positions.
2. PRC involvement on behalf of a member municipality beyond the scope of limited technical assistance as defined above must be at the request of the municipality's legislative body, in writing. This involvement will be provided only if the local position is

compatible with the adopted Regional Plan.

REVIEW PROCESS: Staff will review all applications that are submitted. Through this review, staff will [log application into CVRPC Project Review Database](#), evaluate the nature of the project and make an initial determination of Substantial Regional Impact based on the established criteria, application type¹, and project description. This determination will guide staff in establishing which of the following processes will be used.

1. Action by Staff

If a clear determination can be made that no Substantial Regional Impact will occur, staff will [note this decision in the Project Review Database](#) ~~provide a letter to the appropriate oversight body (the District 5 Environmental Commission or the Vermont Public Utility Commission) including all interested parties, that the project does not meet the criteria for Substantial Regional Impact as identified in the Regional Plan.~~ A clear determination would include applications that are classified as jurisdictional opinions or administrative amendments which typically propose time extensions, lot line adjustments, change of use for an existing structure, or similar activities.

2. Action by the Project Review Committee

If, after review, staff determines that a project may meet any or all of the criteria for Substantial Regional Impact, a summary of the proposal including the criterion on which staff feels the project may meet Substantial Regional Impact and any pertinent information related to the application will be forwarded to the PRC in advance of a regularly scheduled meeting. At the meeting, the PRC will discuss the project and make a determination regarding Substantial Regional Impact. The applicant and Commissioner from the host municipality (if not a Committee member) will be invited to attend and provide information related to the project or answer questions. If the PRC determines that Substantial Regional Impact has been met, they will identify whether the project is in conformance or not in conformance with the Regional Plan. Staff will prepare a letter to the District 5 Environmental Commission or the Public Utility Commission outlining the position of the PRC including any follow-up that may be requested.

3. Action by the Board of Commissioners

If, after review and discussion by the PRC, the scope and potential impacts are such that the PRC cannot reach a decision, the PRC will request that the project be reviewed by the full Commission in order to provide a position including the project's conformity with the Regional Plan. If the Board of Commissioners are unable to provide a determination of a project's conformity with the Regional Plan, the Board of Commissioners can choose to:

¹ Applications are generally classified as jurisdictional opinion, administrative amendment, minor application, or major application.

- a. Refer the project back to the PRC and request the PRC to continue the discussion in an effort to provide a determination
- b. Transmit correspondence to the District 5 Environmental Commission or the Public Utility Commission outlining the Board's discussion and indicating that no decision could be reached. In this case, specific reasons shall be included to fully inform and detail the reasons or issues that led to this result.

ADDITIONAL CONSIDERATIONS: Appeals of a decision by the District 5 Environmental Commission or the Public Utility Commission on a project shall be approved by the Executive Committee or the full Commission.

If, in its review, the PRC determines that a conflict exists between the provisions of municipal plans and the Regional Plan, the Commission will work with municipal officials to alleviate or minimize the conflict.

ADOPTION OF ORGANIZATIONAL PROCESS: The PRC may, at any time, vote to amend these rules of process, in accordance with quorum requirements noted in the Project Review Committee Rules of Procedure. Proposed amendments will be forwarded to PRC members before consideration at a regular PRC meeting. Amendments will then be forwarded to the Board of Commissioners for ratification.

Adopted by the Board of Commissioners: ~~09/12/17~~ / /

Jerry D'Amico~~Julie Potter~~, Chair
CVRPC Board of Commissioners



MEMO

Date: September 6, 2023
To: Executive Committee
From: Christian Meyer, Executive Director
Re: Rules of Procedure Update – Regional Plan Committee

✉ ACTION REQUESTED: Review revised Regional Plan Committee Rules of Procedure and make a recommendation for Board approval

Regional Plan Committee Rules of Procedure

The Board last adopted Rules of Procedure for the Regional Plan Committee on December 10, 2019. In order to ensure conformance with the recent Bylaws Update adopted on 9/13/22, the Rules of Procedure have been amended to reflect language used in the Bylaws.

The Regional Plan Committee reviewed the draft revisions at their September 5th meeting and recommended additional changes be incorporated and recommended the updated draft be approved by the Board.



REGIONAL PLAN COMMITTEE

RULES OF PROCEDURE

December 10, 2019 Date TBD

PURPOSE: To ~~recommend updates to the Central Vermont Regional Plan and to oversee its implementation,~~ support the Board by making recommendations to the Board regarding CVRPC's duties as specified within 24 V.S.A. §4345a(5), preparation of a regional plan and amendments, and implementation of the regional plan.

Commented [NC1]: Amended to conform Bylaws Section 403.D.2

GENERAL ACTIVITIES:

- ◆ ~~Oversee development and maintenance of the Regional Plan, pursuant to 24 V.S.A. §4347 and the requirements and allowances in 24 V.S.A. §4348(b) and make recommendations for approval to the Board.~~
- ◆ ~~Provide advice and recommendations on plans, policies, programs, budgets, and issues related to Plan implementation.~~
- ◆ ~~Oversee other tasks related to the Regional Plan as assigned by the Board or required or permitted in the Act.~~
- ◆ Foster public and member municipality engagement in regional planning in the region.
- ◆ Encourage intergovernmental cooperation on regionally important planning issues.
- ◆ Conduct an annual review of the Central Vermont Regional Plan and recommend updates in accordance with Title 24 Chapter 117 and the needs of the region for consideration by the Board of Commissioners.
- ◆ Develop and annually review a Five Year Work Program for the Commission that assists to translate Regional Plan priorities into an annual work program.
- ◆ Monitor the Commission's progress in implementing the Regional Plan and Five Year Work Program, report progress to the Board of Commissioners at least annually, and recommend Regional Plan or Work Program modifications as needed.
- ◆ Assist the Executive Committee and Board of Commissioners to review and comment on proposed policies, plans, and capital improvements of State Agencies in regards to CVRPC policy, Regional Plan conformance, funding, and project prioritization.
- ◆ Participate in special studies conducted by the Commission.
- ◆ Provide input and policy recommendations to the Board of Commissioners regarding pertinent land use issues and legislation as time and resources permit.

Commented [NC2]: These are the duties outlined in the Bylaws 403.D.

ADVISORY ROLE: The Regional Plan Committee shall be advisory to the Board of Commissioners. The Regional Plan Committee will offer advice, input, and opinions to the Agency of Commerce and

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802-229-0389 E Mail: CVRPC@CVRegion.com

Community Development and other organizations and individuals as appropriate, provided it is compatible with plans, policies, positions or resolutions adopted by the Board of Commissioners. Regional Plan Committee advice, input, and opinions may be reviewed, confirmed or reversed by the Board of Commissioners at the Board's discretion. New or amended plans, policies, positions or resolutions shall be ratified/approved by the Board of Commissioners.

MEMBERSHIP: The Regional Plan Committee shall consist of five (5) representatives of the Board members, two (2) of whom may be Alternate Commissioners, who serve one year terms. In the event any member of the Committee is unable to serve, a successor shall be elected using the same process as provided in the case of the original election.

Commented [NC3]: Amended to conform with Bylaws Section 403.D.1 and 504.B

VOTING PROCEDURES: All members are eligible to vote on committee business.

Commented [NC4]: Added to conform with Bylaws Section 403.A.3 using language of 403.A.7

OFFICERS/ELECTIONS: At the first Committee meeting of the fiscal year there shall be an agenda item of Election of Chair and Vice Chair. The Regional Plan Committee will elect a Chair and Vice Chair annually at its first meeting of the fiscal year. The Chair will be responsible for running meetings, setting agendas in conjunction with staff, reviewing and signing correspondence on behalf of the Regional Plan Committee, and representing the Regional Plan Committee at various meetings as needed. The Vice-Chair will provide support to the Chair as needed. If the Chair or Vice-Chair should resign before term expiration, an interim election shall be held within two meetings or when regular elections are held, whichever is earlier.

Commented [CR5]: Committee added this change

Commented [NC6]: "If the Chair or Vice Chair should resign before term expiration, an interim election will be held within two meetings or when regular elections are held, whichever is earlier" is addressed under membership and was stricken from original draft.

ATTENDANCE AND QUORUMS: A quorum of the Committee shall consist of a majority of members, currently three. Members are encouraged to attend all regular meetings and special meetings as they arise. Members with three consecutive unexplained absences will be contacted by the Chair to determine if they still wish to serve on the Regional Plan Committee. The Regional Plan Committee shall meet at least four (4) times per year, or as determined by the Chair to be necessary to carry out the stated purpose.

Commented [CR7R6]: Committee agreed to NOT strike the sentence

COMMUNICATION AND COORDINATION:

- ◆ Meetings shall be noticed and held in accordance with Vermont Open Meeting Law.
- ◆ Draft policies and resolutions shall be forwarded to Regional Plan Committee members and interested/affected parties for comment before action by the Regional Plan Committee, or final action/approval by the Board of Commissioners.
- ◆ Minutes of all regular and special meetings will be prepared by staff, distributed to Regional Plan Committee members and interested parties, and made available to the public in accordance with open meeting and public records laws described in 1 V.S.A.
- ◆ Regional Plan Committee members are encouraged to offer input on all matters before the Committee, and are encouraged to bring up items of local or regional concern for Committee consideration.

CONFLICT OF INTEREST: Upon joining the Commission or its committees, individuals must review and sign the Commission's most recently adopted Code of Conduct and Conflict of Interest Policy to indicate that they have read, understood, and agree to comply with it. In the event any Regional Plan Committee member has a personal or financial interest with any individual, partnership, firm or corporation seeking to contract with the CVRPC, or to provide materials or labor thereto, or has a personal or financial interest in any project being considered by the Regional Plan Committee, the member shall state on the record the nature of his or her interest. If the member feels this conflict interferes with his/her ability to be objective, the member shall not participate in any vote on any related motion. If the member is uncertain whether he/she should participate in the decision, the Regional Plan Committee shall determine by vote whether the member should participate.

Commented [NC8]: Updated to conform with language across all ROPs to conform with the Conflict of Interest and Code of Conduct Policy rather than a separate statement in each ROP

The Committee may also make a determination of conflict of interest and disallow voting by a member if the majority of voting Committee members in attendance at the meeting determine a conflict of interest exists.

Commented [CR9]: Committee recommendation is to keep this language AND the Conflict of Interest /Bylaws are revised to include this language. (Then these ROP's can be amended.)

Commented [CR10]: Committee agrees this is to be deleted

ADOPTION OF ORGANIZATIONAL PROCEDURES:

ADOPTION OF ORGANIZATIONAL PROCEDURES: The Regional Plan Committee may, at any time, vote to recommend amendments of these procedures, upon 51% vote of the Committee membership (at least 3 votes in favor). Proposed amendments will then be forwarded to the Executive Committee and interested parties. The Executive Committee then will make a recommendation to the Board of Commissioners regarding adoption.

Commented [NC11]: Amended to conform with Bylaws Section 403.A3, 403.B.3.1 and standard ROP process

The Regional Plan Committee is a standing committee of the Commission, and is therefore subject to the Commission's bylaws. These Rules of Procedure, combined with Robert's Rules of Order, provide procedural and administrative guidance for the Committee in addition to the Commission's bylaws. In the case of a conflict between these Rules and the Commission's Bylaws, the Bylaws shall take precedence. This document supersedes all other direction, policies, and procedures pertaining to the Regional Plan Committee.

The Regional Plan Committee may, at any time, vote to amend these procedures, upon 51% vote of the Regional Plan Committee membership (at least 3 votes in favor). Proposed amendments will be forwarded to Regional Plan Committee members and interested parties before consideration at a regular Regional Plan Committee meeting. Amendments will then be forwarded to the Board of Commissioners for ratification.

The Regional Plan Committee is a special committee of the Regional Planning Commission, and is therefore subject to the Commission's bylaws. These Rules of Procedure, combined with Robert's Rules of Order, provide procedural and administrative guidance for the Regional Plan Committee.

Recommended by the Regional Plan Committee: __/__/__ 10/24/19

Adopted by the Board of Commissioners: __/__/__ 12/10/2019

Jerry D'Amico~~Steve Lotspeich~~, Chair
CVRPC Board of Commissioners

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Executive Committee

DRAFT MINUTES

September 5, 2023 Meeting

Present:

☒ Peter Carbee

☒ Alexis Leacock

☐ Michael Gray

☒ Lee Cattaneo

☒ Paula Emery

☒ Janet Shatney

☒ Jerry D'Amico

Staff: Christian Meyer, Brian Voigt, Nancy Chartrand

Guest: Ahsan Ijaz, Ijaz Group

Call to Order: Chair D'Amico called the meeting to order at 5:32 pm.

Adjustments to the Agenda: Christian requested a special meeting of the Committee be scheduled prior to the Board meeting next week to discuss stormwater control behind Plainfield Health Center and potential for additional work before the grant is closed out in November. Nancy will do a survey monkey to get a day/time next week.

Christian also noted that the CCRPC Tactical Basin Planning Grant needed to be moved to action vs. for information.

Public Comment: None

Financial Report: Ahsan provided an overview of the information included in the meeting packet. He noted there are a several one-time invoices that inflate our accounts receivable (AR) balance related to invoices that go out in the month of July. This brings up the AR balance higher than usual.

Christian noted that the \$19,000 Memorandum of Agreement (MOA) is related to emergency management and the response to the July flood event. He also noted there will be fewer bank accounts in the future as we have closed out some of the older 'retired' accounts.

Peter requested a discussion the near future regarding consolidating funds and getting into a sweep situation to better leverage interest rates rather than dispersing among multiple banks. Christian advised we would be happy to meet to discuss this and consider an RFQ. There was also brief discussion related to following up on AR.

Contract/Agreement Authorization:

Department of Environmental Conservation – SFY2024 Water Quality Restoration Formula Grant

Brian provided an overview of the information provided in the packet related to the renewed funding for the Clean Water Service Provider program.

Paula Emery moved to authorize the Executive Director sign the grant agreement with; seconded by Janet Shatney. Motion carried – 6-0

1
2 Chittenden County Regional Planning Commission – Tactical Basin Planning FY24

3 Christian confirmed because this was an incoming grant, rather than a contract so it needs Executive
4 Committee approval even though it is under \$25,000. Brian provided a brief overview of the program.
5 Janet asked about the Plainfield Cooperative Grant and it was confirmed that Christian was managing
6 that grant.
7

8 *Peter Carbee moved to authorize the Executive Director sign the Chittenden County Regional Planning*
9 *Commission – Tactical Basin Planning grant agreement with; seconded by Lexi Leacock. Motion carried –*
10 *6-0*

11
12 Vermont Land Trust – John Fowler Road Berm Removal Preliminary Design – Marshfield, VT

13 Brian provided an overview, noting it is the first contract issued through the Clean Water Service
14 Provider (CWSP) program. He noted projects are reviewed and approved by the Basin Water Quality
15 Council (BWQC) before coming before the Committee. Paula requested a presentation in the future
16 before the Board on the details of phosphorus removal and the CWSP program. Lee Cattaneo also
17 requested additional information on how with the particular project the berm removal works. Brian
18 advised he would present more information on it at a future meeting.
19

20 *Janet Shatney moved to authorize the Executive Director sign the contract with Vermont Land Trust;*
21 *seconded by Paula Emery. Motion carried – 6-0*
22

23 **FY25 Municipal Dues**

24 Christian advised that the recommendation is to hold dues steady at this point. There was brief
25 discussion related to use of municipal dues for match to leverage funding and continuing to build a
26 reserve fund as requested by the Executive Committee several years ago. Christian also confirmed that
27 maintaining dues would not negatively impact staff ability to provide services.
28

29 *Lee Cattaneo moved to recommend to the Board that CVRPC maintain its municipal dues assessment*
30 *rate of \$1.33 per capita; seconded by Peter Carbee. Motion carried – 6-0*
31

32 **West Central CEDS MOU**

33 Christian provided an overview of the information outlined in the packet. The partners who worked to
34 complete the West Central VT CEDS are working together to enter a memorandum of understanding for
35 an Economic Development District (EDD). There was discussion related to staff support and Christian
36 noted it will likely be an economically focused staff member and noted a lot of the work is
37 complementary to our current ACCD work. It is estimated that a staff member would likely devote
38 approximately 40 hours per year to the work. There was discussion as to how often the CEDS is
39 reviewed and updated and it was confirmed this occurs every five years. There was a request that there
40 be more outreach to business owners in the Central Vermont region during the next review and update.
41

42 *Lexi Leacock moved to authorize the Executive Director to sign the MOU on behalf of CVRPC; seconded*
43 *by Peter Carbee. Janet wanted confirmation that the MOU in the packet was in draft form and was*
44 *going to be cleaned up for typos. It was confirmed it will be cleaned up. Vote called and motion carried*
45 *– 6-0*

1
2 **Meeting Minutes (7/31/23):**

3 *Janet Shatney moved to accept the minutes as presented Lexi Leacock seconded. Motion carried – 6-0*
4

5 Paula Emery stepped out of the meeting briefly and rejoined at 6:21 pm.
6

7 **Commission Meeting Agenda**

8 Christian Meyer provided a brief introduction of the Future Land Use (FLU) item that is included on the
9 Board agenda. He advised a methodology has been pieced together related to all 11 regions in the State
10 and that a document will likely be drafted at the upcoming VAPDA retreat. There was discussion on how
11 this FLU initiative may filter into all the regional plans and inform the work. There was suggestion that
12 we ask Commissioners to go back to their towns and query what they want documented into the final
13 document so that there will be mutual engagement. Christian will work with Clare to create some
14 prompts for this.
15

16 *Lexi Leacock moved to accept the agenda. Peter Carbee seconded. Motion carried – 6-0*
17

18 There was discussion related to whether or not State or Regional staff is looking at future of the Tactical
19 Basin Plan now that there has been such a large flooding event, and if there are other preventative steps
20 being taken statewide or regionally? Christian advised staff is in discussion with Vermont Emergency
21 Management (VEM) and there has been an indication that there will be a basin wide analysis that will
22 provide specific recommendations that the region can work to address. There has not yet been follow-
23 up and if the state isn't doing it, we plan to pursue funding to do it (hiring necessary contractors to do
24 so). It needs to be a watershed wide analysis and discussion. Given our work as the CWSP we could be
25 the organization to lead that. There are funding sources that we could likely apply for as it will likely be
26 several hundred thousand dollars. If the state leads it we plan to be an active participant.
27

28 **Adjourn**

29 *Janet Shatney moved to adjourn at 6:35 pm; Paula Emery seconded. Motion carried*
30
31

32 Respectfully submitted,
33 Nancy Chartrand, Office Manager
34

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Executive Committee
DRAFT MINUTES

September 12, 2023 Special Meeting

Present:

<input checked="" type="checkbox"/> Peter Carbee	<input checked="" type="checkbox"/> Alexis Leacock	<input checked="" type="checkbox"/> Michael Gray
<input checked="" type="checkbox"/> Lee Cattaneo	<input checked="" type="checkbox"/> Paula Emery	<input type="checkbox"/> Janet Shatney
<input checked="" type="checkbox"/> Jerry D'Amico		

Staff: Christian Meyer, Nancy Chartrand, Brian Voigt

Call to Order: Chair D'Amico called the meeting to order at 6:00 pm.

Adjustments to the Agenda: Christian Meyer advised the FFY23 Budget Adoption on the agenda should read FFY24.

Public Comment: None

Contract/Agreement Authorization:

Vermont Land Trust – John Fowler Road Berm Removal Preliminary Design – Marshfield, VT - revised
Christian advised the total contract value is not being changed, but there were typographical errors in the contract previously approved that have been amended. There was confirmation that the Land Trust would use an RFP process to hire a consultant to do design work and CVRPC will review any contract entered into to ensure it includes all necessary language.

Lee Cattaneo moved to authorize the Executive Director sign the revised agreement for preliminary design with Vermont Land Trust; seconded by Michael Gray. Peter Carbee noted that minor typos were outlined in the chat that should be addressed in the contract. Motion carried – 6-0

Plainfield Gully Engineering and Construction Oversight Services

Christian provided an overview of the information in the packet. Since the July flood the project has been inspected and there were some areas that would benefit from replanting and additional stabilization. There were funds left over from original contract to use for these additional expenses. It will be an amendments contracts with SLR for the engineering/consulting and K. Bellevance for the construction. There was discussion related to how well established the planting was when the flood hit.

It was determined there should be two motions. It was noted that Christian's title needs to be updated and consistent throughout the contracts before endorsement.

Lee Cattaneo moved to authorize the Executive Director sign the contract agreement for the consulting work, seconded by Peter Carbee. Motion carried – 6-0

Lee Cattaneo moved to authorize the Executive Director sign the contract amendment for the construction services for Plainfield Gully, seconded by Lexi Leacock. Motion carried – 6-0

1
2 **FFY23 TPI Budget Adjustment**

3 Christian advised the budget is currently underspent. The largest change is in the administration with
4 funds being shifted from other tasks in order to use extra funds to update equipment for field services,
5 such as pedestrian counters for conducting a region-wide trail census. There was discussion related to
6 the different costs for counters and it was confirmed one is a package deal of 3 counters, and the other
7 is for individual counters of which we would buy an additional 7.
8

9 *Peter Carbee moved to authorize the proposed adjustments to the FFY2023 CVRPC TPI budget), seconded*
10 *by Michael Gray. Motion carried – 6-0*
11

12 **FFY24 TPI Budget Adoption**

13 Christian noted that the budget was reviewed by the Transportation Advisory Committee in July and
14 recommendation is expected, however, there was no August meeting to vote on it. Christian advised
15 the FFY24 budget is consistent with FFY23, noting the bike and pedestrian program is anticipated to be
16 spent down in FFY24. There was discussion related to staffing in the TPI program and how the counters
17 are downloaded.
18

19 *Lee Cattaneo moved to adopt the FFY24 CVRPC TPI work program and budget and authorize the*
20 *Executive Director to sign the agreement, Lexi Leacock seconded. Motion carried – 6-0*
21

22 **Adjourn**

23 *Lee Cattaneo moved to adjourn at 6:20 pm; seconded by Lexi Leacock. Motion carried – 6-0*
24
25

26 Respectfully submitted,
27 Nancy Chartrand, Office Manager
28

CENTRAL VERMONT REGIONAL PLANNING COMMISSION
Executive Committee
DRAFT MINUTES

September 25, 2023 Emergency Meeting

Present:

<input checked="" type="checkbox"/> Peter Carbee	<input checked="" type="checkbox"/> Alexis Leacock	<input type="checkbox"/> Michael Gray
<input checked="" type="checkbox"/> Lee Cattaneo	<input checked="" type="checkbox"/> Paula Emery	<input type="checkbox"/> Janet Shatney
<input checked="" type="checkbox"/> Jerry D'Amico		

Staff: Christian Meyer, Nancy Chartrand

Call to Order: Chair D'Amico called the meeting to order at 4:00 pm.

Adjustments to the Agenda:

Public Comment: None

Bank Account Opening: Christian provided an overview of the unauthorized access to the network that occurred of which we were notified of by the FBI on Friday, September 15th. He advised that our network was immediately shut down and our bank accounts restricted. The following Monday we worked with an IT security firm, which loaned us equipment to make our network secure. We are not sure if any data was accessed and breached, but we are addressing the incident as if it was. Employee information such as SSN's and HSA information as well as bank account information may have been accessed. We will be opening new bank accounts to replace existing accounts. In addition, we will provide 24 months of credit monitoring coverage for those affected, which will cost the organization approximately \$4,000.

Moved by Peter Carbee to authorize staff to open new accounts at Community National Bank, Northfield Savings Bank, North Country Federal Credit Union, Green Mountain Credit Union, and Union Bank to replace existing accounts. Lee Cattaneo seconded. Motion passed 4-0.

Security Update: Christian noted an RFP for IT consulting services will be issued in the near future to ensure that we have ongoing coverage. He noted 55 individuals were potentially impacted by the breach and that will be notified directly, as well notification to Attorney General offices of state's where employees reside. He also noted we are in touch with our attorney to ensure all is being covered.

Lexi Leacock joined the meeting.

Adjourn

Paula Emery moved to adjourn at 4:09 pm; Lexi Leacock seconded. Motion carried 5-0.

Respectfully submitted,

Nancy Chartrand, Office Manager

DRAFT



Change of
location!

BOARD OF COMMISSIONERS

October 10, 2023 at 6:30 pm

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

Hybrid Meeting with Remote Participation via Zoom¹

<https://us02web.zoom.us/j/81136818419?pwd=dDFDbDhrTm56TUNQUlp3WEorYzRZZz09>

One tap mobile: +19294362866,,81136818419#,,,,*722490# US (New York)

Dial in via phone: 1-929-436-2866 • Meeting ID: 811 3681 8419 • Passcode: 722490

Or find your local number: <https://us02web.zoom.us/j/81136818419?pwd=dDFDbDhrTm56TUNQUlp3WEorYzRZZz09>

Download the app at least 5 minutes before the meeting starts: <https://zoom.us/download>

Page

AGENDA

- 6:30² Introductions**
Adjustments to the Agenda
Public Comments
- 6:35 Winooski Basin Plan Presentation with Department of Environmental Conservation**
- 7:45 Municipal Dues** (enclosed)³
- 7:55 Approve Committee Rules of Procedure** (enclosed)³
 Project Review Committee Rules of Procedure and Rules of Process
 Regional Plan Committee Rules of Procedure
- 8:05 ACCD/VAPDA Regional Future Land Use Initiative** (enclosed)³ & Regional Plan Update
 back to the Board with the recommendations/comments of the Regional Plan Committee
 in October for final approval.) (Christian)
- 8:20 Minutes** (enclosed)³
- 8:25 Reports** (enclosed)³
 Update/questions on Staff, Director, and Committee Reports
- 8:30 Adjourn**

Next Meeting – November 14, 2023

¹ Persons with disabilities who require assistance or alternate arrangements to participate in programs or activities are encouraged to contact Nancy Chartrand at 802-229-0389 or chartrand@cvregion.com at least 3 business days prior to the meeting for which services are requested.

² Times are approximate unless otherwise advertised.