

**CHITTENDEN COUNTY REGIONAL PLANNING COMMISSION  
STANDARD SUB-GRANT AGREEMENT  
With CENTRAL VERMONT REGIONAL PLANNING COMMISSION  
AGREEMENT# CVRPC\_WQ\_FY25**

1. Parties: This is an Agreement for services between the Chittenden County Regional Planning Commission, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 110 West Canal Street, Suite 202, Winooski, Vermont 05404-2109, (hereinafter called “CCRPC”) and Central Vermont Regional Planning Commission with its principal place of business at 29 Main Street, Suite 4, Montpelier, VT 05602 (hereinafter called “Subgrantee”). It is the Subgrantee responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subgrantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Subgrant Agreement is to provide coordinated outreach regarding the Vermont Clean Water Act (Act 64) and RPC Tactical Basin Planning Support. The Subgrantee’s Scope of Work is listed in Attachment A. The Subgrantee’s Budget is detailed in Attachment B.
3. Maximum Amount: In consideration of the services to be performed by Subgrantee, the CCRPC agrees to pay Subgrantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$17,860.
4. Agreement Term: The period of Subgrantee’s performance shall begin on July 15, 2024, and end on July 31, 2025. 90-day pre-award costs are NOT eligible for reimbursement
5. Source of Funds: State funds.
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the CCRPC and Subgrantee.
7. Cancellation: This Agreement may be cancelled by either party by giving written notice at least thirty (30) days in advance.
8. Contact persons for this grant agreement:

CCRPC: Dan Albrecht	P: (802) 861-0133	E: <a href="mailto:dalbrecht@ccrpcvt.org">dalbrecht@ccrpcvt.org</a>
SUBGRANTEE: Brian Voigt	P: (802) 229-0389	E: <a href="mailto:voigt@cvregion.com">voigt@cvregion.com</a>

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

Attachment A – Scope of Work to be Performed

Attachment B - Payment Provisions

Attachment C – Standard State Grant Provisions, revised December 7, 2023

Attachment D – CCRPC Additional Provisions

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

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

CHITTENDEN COUNTY  
REGIONAL PLANNING COMMISSION

SUBGRANTEE

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

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

Name: Christopher A. Shaw

Name:

Title: CHAIR

Title:

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

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

Organization:

Central Vermont Regional Planning Commission

SFY 2025 TBP Workplan Template

Contact person and email: Brian Voigt (voigt@cvregion.com)

Basins #'s covered, select all that apply:

Task Name	Primary Basin	Other basin(s)	Workplan Narrative - where applicable please include specific information for this task. Include description of "other costs"	Deliverable(s) (add specific deliverables if different than standard deliverable)	Language for report template using Concat function
1. Regional Coordination		8, 7, 9, 14	Participation in or facilitation of quarterly regional coordination meetings for the Central Vermont region(s) as well as collaboration on specific efforts with watershed planner and other partners.	<b>DELIVERABLE:</b> Check box for regional coordination meetings attended in quarterly report. Annual updates on TBP strategies addressed and proposed SFY 2024 workplans.	1. Regional Coordination BASIN(s):8 / 7, 9, 14 Participation in or facilitation of quarterly regional coordination meetings for the Central Vermont region(s) as well as collaboration on specific efforts with watershed planner and other partners. <b>DELIVERABLE:</b> Check box for regional coordination meetings attended in quarterly report. Annual updates on TBP strategies addressed and proposed SFY 2024 workplans. COST: \$2185
2. Regional Sector-Based Workgroup Coordination		8	Include the specific Tactical Basin Plan strategy the workgroup will address and expected progress to achieve strategy. Fill in the blank: Participation in / facilitation of approx. # meetings of topic workgroup with _____ expected progress to achieve _____ strategy.  Organize, promote, host and document six Clean Water Advisory Committee meetings. Targeted outreach to key partners will be conducted in advance of each of the meetings. Meetings topics include: 1) FEMA map updates / Flood Hazard River Corridor Bylaws (B8 - Strategy 31); 2) Wetlands Mapping & Reclassification (B8 - Strategies 41, 42, 43, 44); 3) Municipal Wastewater Assistance & Workshops (B8 - Strategies 19, 20, 21); 4) Forest Rd. Inventories / Town Forest management (B8 - Strategies 45, 46, 48). Participate in VT Dam Taskforce meetings hosted by VNRC (B8 - Strategy 28)	<b>DELIVERABLE:</b> Note workgroup or standing committee (e.g. CWAC, NR) meeting dates and key outcomes as part of quarterly reports.	2. Regional Sector-Based Workgroup Coordination BASIN(s):8 / Include the specific Tactical Basin Plan strategy the workgroup will address and expected progress to achieve strategy. Fill in the blank: Participation in / facilitation of approx. # meetings of topic workgroup with _____ expected progress to achieve _____ strategy.  Organize, promote, host and document six Clean Water Advisory Committee meetings. Targeted outreach to key partners will be conducted in advance of each of the meetings. Meetings topics include: 1) FEMA map updates / Flood Hazard River Corridor Bylaws (B8 - Strategy 31); 2) Wetlands Mapping & Reclassification (B8 - Strategies 41, 42, 43, 44); 3) Municipal Wastewater Assistance & Workshops (B8 - Strategies 19, 20, 21); 4) Forest Rd. Inventories / Town Forest management (B8 - Strategies 45, 46, 48). Participate in VT Dam Taskforce meetings hosted by VNRC (B8 - Strategy 28) <b>DELIVERABLE:</b> Note workgroup or standing committee (e.g. CWAC, NR) meeting dates and key outcomes as part of quarterly reports. COST: \$3040
3. Outreach and Technical Assistance		8	Include a description of the work to be done, the specific Tactical Basin Plan strategy the outreach or technical assistance will address and expected progress to achieve strategy.  Offer technical assistance to Selectboards regarding 3-acre municipal parcels (Basin 8 - Strategy 13), Municipal Roads General Permit and Road Erosion Inventory updates (Basin 8 - Strategy 17). (15 hours) Coordinate a municipal Wastewater Workshop in the Mad River Valley (B8 - Strategies 20, 21). (6 hours) Support Lake Wise Assessments and the development of Lake Watershed Action Plans in the towns of Calais and Woodbury (B8 - Strategies 36, 37). (6 hours) Assist with outreach to municipalities in the central Vermont region alerting zoning administrators to the availability of updated wetlands data (B8 - Strategies 42, 43). (6 hours) Assist the Basin Planner and regional partners with identifying process-based restoration and culvert replacement projects to restore fluvial processes and AOP using the FFI and WPD (B8 - Strategies 26, 27). (20 hours).	<b>DELIVERABLE:</b> Completed outreach Form for public education events. Note date of education event and provide summary of technical assistance and outreach activities and results in quarterly reports.	3. Outreach and Technical Assistance BASIN(s):8 / Include a description of the work to be done, the specific Tactical Basin Plan strategy the outreach or technical assistance will address and expected progress to achieve strategy.  Offer technical assistance to Selectboards regarding 3-acre municipal parcels (Basin 8 - Strategy 13), Municipal Roads General Permit and Road Erosion Inventory updates (Basin 8 - Strategy 17). (15 hours) Coordinate a municipal Wastewater Workshop in the Mad River Valley (B8 - Strategies 20, 21). (6 hours) Support Lake Wise Assessments and the development of Lake Watershed Action Plans in the towns of Calais and Woodbury (B8 - Strategies 36, 37). (6 hours) Assist with outreach to municipalities in the central Vermont region alerting zoning administrators to the availability of updated wetlands data (B8 - Strategies 42, 43). (6 hours) Assist the Basin Planner and regional partners with identifying process-based restoration and culvert replacement projects to restore fluvial processes and AOP using the FFI and WPD (B8 - Strategies 26, 27). (20 hours) <b>DELIVERABLE:</b> Completed outreach nForm for public education events. Note date of education event and provide summary of technical assistance and outreach activities and results in quarterly reports. COST: \$5035
4. Municipal Plan/ Bylaw Updates		8	Include the target towns for bylaw outreach or how these will be identified in the future, and a description of approach to providing outreach.  Conduct outreach to municipalities that have not adopted River Corridor Bylaws, including: Barre City, Barre Town, Calais, Duxbury, Marshfield, Moretown, Washington, Waterbury and Williamstown. (23 hours) Offer technical assistance to Planning Commissions and Zoning Administrators regarding FEMA map and bylaw updates, river corridor planning, and DEC Rivers Program no adverse impact model bylaw (B8 - Strategy 31). (27 hours)	<b>DELIVERABLE:</b> Report on outcomes from outreach to municipalities for plan updates and Bylaw revisions including towns that strengthen NFIP or adopt River Corridor bylaws as part of quarterly reports.	4. Municipal Plan/ Bylaw Updates BASIN(s):8 / Include the target towns for bylaw outreach or how these will be identified in the future, and a description of approach to providing outreach.  Conduct outreach to municipalities that have not adopted River Corridor Bylaws, including: Barre City, Barre Town, Calais, Duxbury, Marshfield, Moretown, Washington, Waterbury and Williamstown. (23 hours) Offer technical assistance to Planning Commissions and Zoning Administrators regarding FEMA map and bylaw updates, river corridor planning, and DEC Rivers Program no adverse impact model bylaw (B8 - Strategy 31). (27 hours) <b>DELIVERABLE:</b> Report on outcomes from outreach to municipalities for plan updates and Bylaw revisions including towns that strengthen NFIP or adopt River Corridor bylaws as part of quarterly reports. COST: \$4750
5. Monitoring & Assessment		n/a	n/a - but we're open to ideas about how CVRPC can contribute	<b>DELIVERABLE:</b> Outcomes from water quality monitoring support as part of quarterly reports.	5. Monitoring & Assessment BASIN(s): / n/a - but we're open to ideas about how CVRPC can contribute <b>DELIVERABLE:</b> Outcomes from water quality monitoring support as part of quarterly reports. COST: \$0
6. Tactical Basin Plan Development		9, 7, 14	Support TPB development by (Select and edit the following): - data summarization related to ____ topic(s) - facilitating or participating in partner discussions related to ____ sector(s) - facilitation of input gathering from ____ stakeholders - providing or reviewing TBP content for ____ sectors - Hosting or participating in TBP public meetings.  Participate in partner discussions regarding natural resources protection and restoration in Basin 9. Attend public meetings during the plan adoption process. Review the Tactical Basin Plan for conformance with the Central Vermont Regional Plan.	<b>DELIVERABLE:</b> Grantees will report on outcomes from Tactical Basin Planning support including content provided, outreach done, and/or meetings facilitated or supported as part of quarterly reports. Coordinate with Basin planner to be sure that an nForm is completed for any TBP-related public meetings.	6. Tactical Basin Plan Development BASIN(s):9 / 7, 14 Support TPB development by (select and edit the following): - data summarization related to ____ topic(s) - facilitating or participating in partner discussions related to ____ sector(s) - facilitation of input gathering from ____ stakeholders - providing or reviewing TBP content for ____ sectors - Hosting or participating in TBP public meetings.  Participate in partner discussions regarding natural resources protection and restoration in Basin 9. Attend public meetings during the plan adoption process. Review the Tactical Basin Plan for conformance with the Central Vermont Regional Plan. <b>DELIVERABLE:</b> Grantees will report on outcomes from Tactical Basin Planning support including content provided, outreach done, and/or meetings facilitated or supported as part of quarterly reports. Coordinate with Basin planner to be sure that an nForm is completed for any TBP-related public meetings. COST: \$1425
7. Act 76 Participation		n/a	n/a	<b>DELIVERABLE:</b> Grantees will check box for BWQC meetings and list trainings attended in quarterly reports.	7. Act 76 Participation BASIN(s): / n/a <b>DELIVERABLE:</b> Grantees will check box for BWQC meetings and list trainings attended in quarterly reports. COST: \$0
8. Water Quality Trainings		8	Participation in DEC, LCBP or UVM Sea Grant sponsored water quality focused trainings, information sessions, or workshops. Requests above core funding should include specific trainings planned or a demonstration of the need for several staff to attend trainings.  Participate in VT Agricultural Water Quality Partnership conservation webinar trainings (B8 - Strategy 8) and other training opportunities as they become available.	<b>DELIVERABLE:</b> Grantees will list trainings attended in quarterly reports.	8. Water Quality Trainings BASIN(s):8 / Participation in DEC, LCBP or UVM Sea Grant sponsored water quality focused trainings, information sessions, or workshops. Requests above core funding should include specific trainings planned or a demonstration of the need for several staff to attend trainings.  Participate in VT Agricultural Water Quality Partnership conservation webinar trainings (B8 - Strategy 8) and other training opportunities as they become available. <b>DELIVERABLE:</b> Grantees will list trainings attended in quarterly reports. COST: \$475
9. CWIP Sign Hosting (RPC)		8, 7, 9, 14	Regional Planning Commissions will be responsible for storing and keeping track of the signs, per the Clean Water Sign Plan.	<b>DELIVERABLE:</b> Clean Water Project Signs Online Tracking Spreadsheet.	9. CWIP Sign Hosting (RPC) BASIN(s):8 / 7, 9, 14 Regional Planning Commissions will be responsible for storing and keeping track of the signs, per the Clean Water Sign Plan. <b>DELIVERABLE:</b> Clean Water Project Signs Online Tracking Spreadsheet. COST: \$190
10. Program Reporting		8	Provide a quarterly report using ANR reporting template within a month of quarter's end date to Watershed Planners and applicable master agreement grantee. In addition to a summary of task outcomes, report will include any proposed changes to the workplan.	<b>DELIVERABLE:</b> Quarterly reports	10. Program Reporting BASIN(s):8 / Provide a quarterly report using ANR reporting template within a month of quarter's end date to Watershed Planners and applicable master agreement grantee. In addition to a summary of task outcomes, report will include any proposed changes to the workplan. <b>DELIVERABLE:</b> Quarterly reports COST: \$760
Total Cost					

## Attachment B

### Payment Provisions

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

- A. General. The CCRPC agrees to pay the SUBGRANTEE and the SUBGRANTEE agrees to accept, as compensation for the performance of all services, expenses and materials encompassed under this Agreement, as described in Attachments A and B **a maximum fee not to exceed Seventeen Thousand Eight Hundred and Sixty dollars (\$17,860)**. All costs necessary to carry out the activities described in Attachments A and B, are to be determined by actual cost records kept by the SUBGRANTEE and any sub-contractors of the SUBGRANTEE in accordance with the provisions of this Agreement, the cost principles established by 49 CFR 18.22 and 48 CFR 31.2, 2 CFR 225, and are subject to review under the Single Audit Act of 1984. The total of such payments made shall be adjusted to conform to determination made in such final audit in accordance with these provisions.
- B. Payment Procedures. The CCRPC shall pay, or cause to be paid, to the SUBGRANTEE progress payments which may be monthly or as otherwise agreed to by the parties for actual costs incurred as determined by using cost records for each expense line items such as hourly rates for the required services covered by this Agreement. Requests for payment shall be accompanied by progress reports and be made directly to the CCRPC, for all work. Request for payment for sub-contractor activities shall be included with the SUBGRANTEE's submittals but will be documented separately.
- The above payments shall be made promptly in accordance with applicable STATE and Federal regulations. The CCRPC shall seek to make payments within forty-five (45) days of receipt of an invoice from the SUBGRANTEE.
- All payments by the CCRPC under this Agreement will be made in reliance upon the accuracy of all prior representations by the SUBGRANTEE including but not limited to bills, invoices, progress reports and other proofs of work.

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

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

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

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

1. The SUBGRANTEE shall provide the mutually agreed upon deliverables as listed in Attachment A to the CCRPC at the actual billable rates by position. Work performed will be paid at an hourly rate basis. Documented approved direct costs will be reimbursed by the CCRPC up to the budgeted amount. The SUBGRANTEE will invoice the CCRPC not more frequently than monthly. The SUBGRANTEE will not be paid for any deliverables that were not previously approved by the CCRPC.
2. If the documented work as provided by the SUBGRANTEE, has not been completed to the satisfaction of the CCRPC, as determined by the project manager, the CCRPC reserves the right to withhold payment until the work has been satisfactorily completed. Overdue balances resulting from non-payment of unsatisfactory work will not be subject to interest or finance charges. The CCRPC shall not be responsible for the expenses of the SUBGRANTEE.
3. The CCRPC will measure sufficient progress by examining the performance required under the scope of work in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The CCRPC may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.
4. The SUBGRANTEE agrees to a 10% retainage of the entire agreement amount subject to review, approval and acceptance of the subgrantee's final report by CCRPC and the State.
5. If you are required to have an audit, you are to report to CCRPC the audit, findings, Management Response Letter including corrective actions within 6 months after the end of your fiscal year.
6. The SUBGRANTEE shall:
  - Maintain a copy of all receipts on file for review upon request by CCRPC or the State,
  - Include a copy of all receipts for direct costs requested for reimbursement.
  - Other:
7. Up to 90 days of pre-award costs are NOT allowable under this agreement.
8. In the event of a multi-year or overlapping fiscal year contract, all expenses incurred in a given fiscal year must be billed in that fiscal year in order to qualify for reimbursement.
9. Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work, a final financial report documenting expenditure of grant funds, and upon reimbursement to CCRPC by DEC.

**ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS****REVISED DECEMBER 7, 2023**

**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. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. 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 regarding 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:**

- A.** 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.
- B.** 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.
- C.** 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.
- D.** 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:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

**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:** Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) 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. Use and Protection of State Information:**

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
  - i. take reasonable precautions for its protection;
  - ii. not rent, sell, publish, share, or otherwise appropriate it; and
  - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
  - i. strictly maintain its confidentiality;
  - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
  - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
  - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
  - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
  - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
  - i. industry-standard firewall protection;
  - ii. multi-factor authentication controls;
  - iii. encryption of electronic Confidential State Data while in transit and at rest;
  - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
  - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;



- vi. training to implement the information security measures; and
  - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential 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 United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

**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 this 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, and shall include this provision in all subcontracts for work performed in Vermont. 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. Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

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

**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, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. 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), as amended by Section 17 of Act No. 142 (2010) and by



Section 6 of Act No. 50 (2011).

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 (“Confidentiality and Protection of State Information”); 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. Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

**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: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

**24. Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information 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 lockouts) (“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 use the State’s logo or otherwise 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 this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement 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 Agreement immediately, and the State shall have no obligation to pay Party 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 Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. 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.
- 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 \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

## Attachment D CCRPC Additional Provisions

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