

RPC FLOOD BYLAW UPDATES

Standard Sub-Grant Agreement

Between Mount Ascutney Regional Commission and the
Central Vermont Regional Planning Commission

1. **Parties:** This is an agreement for planning services between the Central Vermont Regional Planning Commission based in Montpelier, Vermont (hereinafter referred to as the “Sub-grantee”), and the Mount Ascutney Regional Commission (MARC) based in Ascutney, Vermont. It is the Sub-grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Sub-grantee is required to have a Vermont Department of Taxes Business Account Number.
2. **Scope of Work:** The subject matter of this sub-grant agreement is to carry out a Scope of Work as described in Attachment A. The funding for this project is made possible through Grant #06140-2024-WSMD-4154 from the Vermont Department of Environmental Conservation (DEC) to complete necessary municipal bylaw updates across Vermont in a timely way in advance of new Flood Insurance Rate Maps (FIRM) from the active Federal Emergency Management Agency (FEMA) map updates. The Sub-grantee’s Scope of Work is listed in Attachment A. The Sub-grantee’s Budget is detailed in Attachment B.
3. **Payment for Services:** The MARC shall pay the Sub-Grantee a total sum not to exceed \$7,794.00 based upon actual costs and as specified in more detail in Attachment B.
4. **Contract Term:** The period of the Sub-Grantee's performance shall begin on 01/01/2025, and end on 12/31/2025.
5. **Amendment:** No changes, modification or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed and dated by the duly authorized representative of the Sub-Grantee and MARC.
6. **Cancellation:** This contract may be canceled by either party by giving written notice at least 15 days in advance.
7. **Attachments:** This contract consists of this document and the following Attachments that are incorporated herein:

Attachment A: Scope of Work to be Performed
Attachment B: Payment Provisions
Attachment C: Standard State Grant Provisions
8. **Other Provisions:** In so providing said services, the Sub-Grantee agrees to adhere to those generally accepted professional standards applicable to their profession. The Sub-Grantee is not to be considered, nor is he/she an agent or employee of the MARC for any purpose. The Sub-Grantee agrees to be responsible, if applicable for expenses, professional liability insurance, withholding or contributions for any applicable local, state or federal income tax, sales taxes and unemployment compensation.
9. **Subcontracts:** All subcontracts pursuant to this agreement shall require prior written

notification to the MARC. Any subcontracts pursuant to this agreement must comply with all applicable State and Federal requirements, and include all flow through requirements in the subcontract including, but not limited to, Attachment C.

10. Interpretation: This contract shall be interpreted according to the laws of the State of Vermont.

11. Contact Persons:

MARC: Chris Yurek Phone: (802) 674-9201 Email: cyurek@marcvt.org

Sub-Grantee: _____

Phone: _____ Email: _____

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY: Mt. Ascutney Regional Commission

BY: _____

Signature

Signature

Jason Rasmussen, Executive Director
Name and title

Name and title

Ascutney, VT
Date and place of execution

Date and place of execution

Attachment A – Scope of Work to be Performed

Sub-grantee (RPCs) and their subcontractors will engage with municipalities in the region to:

1. Assist municipalities update and adopt Flood Hazard Bylaws that meet or exceed NFIP standards. Allowable methods may include:
 - a. Establishing and maintaining communication and relationships with municipal officials to successfully update the municipal flood hazard bylaws in a timely way in preparation for the next Flood Insurance Rate Maps.
 - b. Prioritizing engagement with the least responsive NFIP municipalities as needed.
 - c. Supporting municipal adoption of flood hazard area bylaws to meet or exceed requirements to participate in the National Flood Insurance Program and in alignment with the Vermont model no adverse impact standards.
 - d. Supporting the adoption of municipal plans, or local hazard mitigation plans, as needed to enable timely flood hazard area bylaw updates.
 - e. Providing meaningful and inclusive community engagement in alignment with Act 154, the [State of Vermont Environmental Justice Law](#) in part through public outreach/engagement events, website information, newsletters, and listserv messages.
 - f. Providing administrative support and training for community boards as needed to adopt state model bylaws in alignment with Act 121 the Flood Safety Act.
 - g. Supporting timely review and approval of draft and final bylaws by Vermont Rivers and FEMA.
 - h. Providing access to relevant VT Rivers information including:
 - i. Vermont DEC websites and outreach information on relevant flood hazards;
 - ii. Information on the FEMA hazard map update process;
 - iii. The Vermont model no adverse impact standards.
2. Provide Quarterly and Final Reports for bylaw update activities completed that summarize the following information:
3. Participate in quarterly meetings held virtually by MARC and attended by Vermont Rivers staff. Regional planners will meet semi-annually with Vermont Rivers staff to discuss regional work.

Deliverables shall include:

- Quarterly Progress Reports noting which municipalities the Sub-grantee worked with, progress made during that period, and the status of each municipality's bylaw update.
- Quarterly Finance Reports showing costs incurred during the reporting period.

Attachment B – Payment Provisions

Prior to initiating work under this agreement, MARC will require all Sub-Grantees to provide certificates of insurance to show minimum coverages listed in number 8 of Attachment C, and with any additional requirements for insurance as may be set forth elsewhere in this Agreement. The General Liability and Property Damage coverage required for performance of this Agreement shall include MARC as Additional Insured.

The MARC agrees to compensate the Sub-Grantee for services performed up to the maximum amount stated on page 1 provided such services are within the scope of the Agreement and are authorized as provided for under the terms and conditions of this Agreement.

General: The MARC agrees to pay the Sub-Grantee and the Sub-Grantee agrees to accept, as compensation for the performance of all services, expenses, and materials encompassed under this Agreement, as described in Attachment A, a maximum reimbursement not to exceed \$7,794.00 based upon actual costs.

Payment Procedures: The MARC shall pay, or cause to be paid, to the Sub-Grantee progress payments for actual costs incurred as determined by using cost records for each expense line item such as hourly rates for the required services covered by this Agreement, and progress reports providing documentation of assistance to municipalities in the area detailed in the Scope of Work above, which will be submitted no more frequently than quarterly and following the Payment Schedule Table below.

The Sub-Grantee must submit invoices and progress reports using the templates provided by MARC. Itemized back-up documentation for personnel and direct costs during the Agreement period must be retained by the Sub-Grantee for a minimum of seven (7) years from the end of the agreement term date and provided upon request.

The MARC shall pay for all services, expenses, and materials completed or used during the period of this Agreement up to the maximum amount and only that effort will be included on invoices under this Agreement.

The MARC shall seek to make payments within forty-five (45) days of receipt of invoice from the Sub-Grantee. All payments by MARC under this Agreement will be made in reliance upon the accuracy of all prior representations by the Sub-Grantee 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.

All invoices and progress reports (electronically via PDF is preferred) shall be directly submitted to:

Name: Chris Yurek and Cynthia Porter

Address: MARC, P.O. Box 320, Ascutney, Vermont 05030-0320

E-mail: cyurek@marcv.org and cporter@marcv.org

Payment Schedule

Work Period #	Work Period Dates	Required Deliverables	Due Date
1	01/01/2024 – 03/31/2025	1. Sub-grant Agreement 2. Financial Report 3. Progress Report	04/15/2025
2	04/01/2025 – 06/30/2025	1. Financial Report 2. Progress Report	07/15/2025
3	07/01/2025 – 09/30/2025	1. Financial Report 2. Progress Report	10/15/2025
4	10/01/2025 – 12/31/2025	1. Final Financial Report 2. Final Progress Report	01/15/2026

The additional provisions are applicable:

1. The Sub-Grantee shall provide the mutually agreed upon deliverables as listed in Attachment A to the MARC at the actual billable rates by position. Work performed will be paid at an hourly rate basis. Documentation approved direct costs will be reimbursed by the MARC up to the budgeted amount. The Sub-Grantee will invoice the MARC not more frequently than quarterly. The Sub-Grantee will not be paid for any deliverables that were not previously approved by MARC.
2. If documented work as provided by the Sub-Grantee has not been completed to the satisfaction of the MARC, as determined by the grant lead, the MARC 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 MARC shall not be responsible for the expenses of the Sub-Grantee.
3. The MARC will measure sufficient progress by examining the performance required under the scope of work in conjunction with the milestone schedule (if applicable), the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The MARC may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.
4. If you are required to have an audit, you are to report to MARC the audit, findings, and Management Response Letter including corrective actions within 6 months after the end of the fiscal year.
5. Up to 90 days of pre-award costs are NOT allowable under this Agreement as related to scope of work in Attachment A.
6. In the event of a multi-year or overlapping fiscal year Agreement, all expenses incurred in a given fiscal year must be billed in that fiscal year in order to qualify for reimbursement.

7. Final payment will be paid upon receipt and satisfactory review of all deliverables as described in Attachment A, a final financial report documenting expenditure of grant funds, and upon reimbursement to MARC by VT DEC.

Attachment C: Standard State Provisions for Contracts and Grants

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED OCTOBER 1, 2024

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 \$1,000,000 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

06140-2024-WSMD-4154

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)