

**AGREEMENT BY AND BETWEEN**  
**RUTLAND REGIONAL PLANNING COMMISSION AND**  
**CENTRAL VERMONT REGIONAL PLANNING COMMISSION**

**WITNESSETH:**

1. **Parties:** This is an Agreement for services between the Rutland Regional Planning Commission, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with a principal place of business at 16 Evelyn Street, Rutland, Vermont 05701 (hereinafter "RRPC") and the Central Vermont Regional Planning Commission with its principal place of business at 29 Main Street, Suite 4, Montpelier VT, 05602 (hereinafter "SUBRECIPIENT"). The SUBRECIPIENT Unique Entity ID is **L97JQHE86VX3**. It is the SUBRECIPIENT's responsibility to contact the Vermont Department of Taxes to determine if, by law, the SUBRECIPIENT is required have a Vermont Department of Taxes Business Account Number.
2. **Scope of Work:** The subject matter of this Sub-grant Agreement is to provide support to implement the State's 604B water quality program as it applies to the area encompassing SUBRECIPIENT's Region, pursuant to RRPC's obligations under the 06140-2024-WID-WQMP-4109 Grant Agreement entered into between RRPC and the State of Vermont Department of Environmental Conservation ("VTDEC"). Specifically, SUBRECIPIENT shall undertake the project(s) outlined in the SUBRECIPIENT's Milestone #2 submission to RRPC.
3. **Maximum Amount:** This grant is a performance-based agreement with **cost-reimbursable payment terms**. RRPC shall pay SUBRECIPIENT a maximum of ELEVEN THOUSAND AND 00/100 (\$11,000) upon SUBRECIPIENT's satisfactory completion of the project(s) outlined in the SUBRECIPIENT's Milestone #2 submission to RRPC, Attachment A of this Agreement and the grant agreement #06140-2024-WID-WQMP-4109 between RRPC and Vermont Department of Environmental Conservation.
4. **Source of Funds:** Federal Funds. CFDA Number 66.454, Water Quality Management Planning. See Grant Award Detail Page of Agreement between Rutland Regional Planning Commission and Vermont Department of Environmental Conservation for details.
5. **Term of Contract:** This Agreement shall begin upon execution by the Parties. SUBRECIPIENT shall **complete and invoice** the work by October 31, 2025.
6. **Payment Schedule:** This grant is a performance-based agreement with **cost-reimbursable payment terms**. Payment for work shall be paid based on actual costs

following the Payment Schedule in the Deliverables Table in Attachment A, and upon satisfactory completion of the scope of work and deliverables outlined in Attachment A and the project(s) outlined in the SUBRECIPIENT's Milestone #2 submission to RRPC. Delivery of reports and invoices must be in a form acceptable to RRPC.

**7. Assignment of Contract:** The SUBRECIPIENT agrees this obligation is not assignable.

**8. 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 RRPC and SUBRECIPIENT

**9. General Guarantee:** The SUBRECIPIENT shall perform all work in a professional manner and accurately collect and transmit all data gathered pursuant to this Agreement.

**10. Cancellation:** This Agreement may be canceled by either party by giving written notice at least thirty (30) days in advance. If SUBRECIPIENT fails to perform in accordance with the Agreement Documents, RRPC may cancel the Agreement. If it chooses to cancel the Agreement, RRPC shall pay the SUBRECIPIENT for all work performed to date, minus any sums it expends to correct defective work and expenses, costs damages and legal fees it incurs in curing the defective work and completing the project.

**11. 604B Contract:** SUBRECIPIENT recognizes that this Agreement is subordinate to and governed by a Grant Agreement the RRPC received from the State of Vermont (VTDEC). SUBRECIPIENT warrants that it is familiar with the requirements of the dominant agreement and shall perform all work in accordance with the requirements of said agreement, specifically including Attachment C, Standard State Provisions for Contracts and Grants and the specific requirements contained in the next ten subsections of this agreement.

**12. 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.

**13. 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.

#### **14. 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.

**15. 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.

**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. 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.

**18. 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.

**19. 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>.

**20. 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.

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

**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.

**22. Vermont Law.** This Agreement shall be construed under the laws of the State of Vermont and may be modified or amended only by a written instrument executed by both RRPC and the SUBRECIPIENT.

**23. Contact persons for this Agreement:**

RRPC: Mary Kay Skaza Phone: 802-775-0871 x-201 E-mail: mskaza@rutlandrpc.org

SUB-RECIPIENT: Brian Voigt Phone: 802-229-0389 Ext# 1010.

E-mail: [voigt@cvregion.com](mailto:voigt@cvregion.com)

**24. Attachments:** This Agreement consists of 7 pages plus the following attachments which are incorporated herein:

Attachment A – Scope of Work to be Performed and Payment Provisions

Attachment B – RRPC Additional Provisions

Attachment C – Standard State Provisions for Contracts and Grants

Attachment D - Grant Agreement #06140-2024-WID-WQMP-4109 between RRPC and Vermont Department of Environmental Conservation

**25. Flow Down:** Attachment C contains Standard State grant agreement language which refer specifically to RRPC's grant with VTDEC. All State and Federal requirements, if any, flow down to the SUBRECIPIENT regardless of specific applicability.

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

Rutland Regional Planning Commission

By: \_\_\_\_\_

Its duly authorized agent  
Devon Neary

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

Central Vermont Regional Planning Commission Date: January 24, 2025  
("SUBRECIPIENT") Name of Regional Planning Commission

By: Christian Meyer (signature)  
Its duly authorized agent

Christian Meyer (print name)

**ATTACHMENT A**  
**SCOPE OF WORK TO BE PERFORMED AND**  
**PAYMENT PROVISIONS**

**I. Scope of Work:** In the Scope of Work to follow, Subrecipient refers to the Rutland Regional Planning Commission (RRPC) and Subrecipient RPC refers to the RPC performing the eligible activities listed below.

The Clean Water Act established the 604(b) Water Quality Management Planning Grant Program through which states may provide funds to eligible entities for water quality management planning activities. The Subrecipient will pass-through the State's FFY2023 604(b) and FFY2024 604(b) funds via subawards to other Vermont Regional Planning Commissions (RPCs) for tactical basin planning services outlined in Attachment I 604(b) Planning Project Guidelines. Five thousand dollars of the grant is eligible for the Subrecipient's administrative costs for supporting the block grant.

**Subrecipient's Scope of Work (RRPC):**

**A. Grant execution press release**

1. Within 30 days of grant execution, issue an authorized press release informing readership of the grant award and intent of RPC engagement in water quality planning efforts
2. Provide distribution list for press release

**B. Subawards**

1. Execute subawards distributing funds to other RPCs for tactical basin planning services outlined in the 604(b) Planning Project Guidelines (Attachment I). Sub-award agreements will be provided to the State.

**C. Reporting and Administration**

1. Perform program oversight, serving as the communications conduit with the State for all deliverables i. Submit invoice(s) detailing costs associated with grant administration
2. Submit summary of projects selected to be completed by Sub-grantees
3. Submit Disadvantaged Business Enterprise (DBE) Subcontractor Effort and Utilization Form by October 7<sup>th</sup>

**D. Project Close**

1. Submit 604(b) status report summarizing projects complete by Sub-grantees including a list of completed river basin assessments, water quality planning and assessment activities, and a summary of work on the statewide integrated watershed assessment tool on the various RPCs.



The Milestones and Deliverables Table can be found in Agreement #06140-2024-WID-WQMP-4109.

### **Subrecipient RPC's Scope of Work (All RPC's):**

#### **Eligible Planning Activities**

Once Regional Planning Commissions (RPCs) are chosen and awarded, they shall work together with the Subrecipient on 604(b)-supported planning activities including, but not limited to, the following.

1. **River Basin Planning/Assessment Project Compilation for migration into DEC's Watershed Project Database.** The intent of DEC's Clean Water Initiative funding is to support statewide partners to design and implement projects that shall a) restore and protect Vermont's rivers, streams, lakes, ponds, and wetlands from precipitation-driven nutrient and sediment pollution, as well as to b) support the completion of "construction- ready" clean water improvement projects identified on the DEC Watershed Projects Database.

To determine funding priorities, DEC uses the following criteria to drive project selection criteria:

- A. Identified as high priority in Tactical Basin Planning.
  - B. Estimated pollution reduction potential.
  - C. Project Readiness.
2. **Municipal Outreach and Coordination for Water Infrastructure Sponsorship Program (WISPr) project development.** The objective of this activity is to identify towns interested in developing WISPr-eligible sponsorship projects and provide initial project coordination.
  3. **Enhance regional planning for Water Quality protection as it relates to climate change, flood resilience, and environmental justice.**
    - A. RPCs shall work with towns to assess access to water quality management programs and the obstacles they face. They shall then identify actions to improve the delivery of programs and benefits to disadvantaged communities by coordinating with towns to identify high priority resilience projects and then selecting a project from each town for project development and design.
    - B. They may choose to develop sub-watershed resiliency plans based on the Municipal protectiveness table Municipal Outreach and Coordination for FEMA mapping updates.

C. RPCs may also participate in community meetings to document areas of flood damage and ongoing concern in order to update the status of municipal infrastructure priorities. Two helpful resources include the Flood Ready Vermont<sup>1</sup> website and the “Core Principles of Community Engagement.” In addition, RPC planners will compile and synthesize infrastructure priorities at the town level or small sub-basin(s) in order to engage municipal officials in a comprehensive approach to attracting people of various backgrounds.

**II. Deliverables and Payment:** Prior to initiating work under this Agreement, RRPC will require all SUBRECIPIENTS to provide a W-9 and certificates of insurance to show the 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 coverages required for performance of this Agreement shall include the Rutland Regional Planning Commission as Additional Insured.

**Deliverable Schedule:**

	Milestone	Deliverable	Due Date	Payment Date
1	Project Initiation	Request for Approval to Sub-grant; Executed Sub-grant; W-9; COI	1/22/2025	
2	Summary of Selected Project (s)	Submit a narrative report of the Selected Project(s). Subrecipient RPC's may engage in one or more Projects. DEC recommends communicating with respective DEC Watershed Planner on Project(s) selection(s)	2/12/2025	
3	Invoice 1	Upon Execution of Agreement – March 31, 2025 Itemized Invoice	4/15/2025	5/30/2025
4	Invoice 2	April 1, 2025-June 30, 2025 Itemized Invoice	7/15/2025	8/29/2025
5	Invoice 3	July 1, 2025-September 30, 2025 Itemized Invoice	10/15/2025	11/29/2025

6	Final Invoice and Status Reporting	October 1, 2025-October 31, 2025 Final Itemized Invoice; Final Report With Summary of Efforts (include the following where applicable to your selected project(s): a list of completed river basin assessments, water quality planning and assessment activities, and a summary of work on the statewide integrated watershed assessment tool)	11/15/2025	12/30/2025
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The RRPC agrees to compensate the SUBRECIPIENT for services performed up to the maximum amount stated on page 1 and below of this Agreement 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 RRPC agrees to pay the SUBRECIPIENT and the SUBRECIPIENT 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 ELEVEN THOUSAND DOLLARS (\$11,000) based upon actual documented costs and satisfactory completion of the project(s) outlined in the SUBRECIPIENT's Milestone #2 submission to RRPC, Attachment A of this Agreement and the grant agreement # 06140-2024-WID-WQMP-4109 between RRPC and Vermont Department of Environmental Conservation.

**Payment Procedures:** This grant is a performance-based agreement with **cost-reimbursable payment terms**. The RRPC shall pay, or cause to be paid, to the SUBRECIPIENT payment 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, and reporting providing documentation of SUBRECIPIENT Task detailed in the Scope of Work above, which will be submitted per the Deliverable Schedule Table above.

The SUBRECIPIENT must submit invoices for the project(s) outlined in the SUBRECIPIENT's Milestone #2 submission to RRPC, Attachment A of this Agreement and the grant agreement # 06140-2024-WID-WQMP-4109 between RRPC and Vermont

Department of Environmental Conservation. RRPC requires that time and effort detail for personnel costs and/or detail and receipts of direct costs be included with invoices for this Agreement. Itemized back-up documentation for personnel and direct costs during the Agreement period must be retained by the SUBRECIPIENT for a minimum of five (5) years from the end of the agreement term date and provided upon request. These itemized records shall include dates of service, rates of pay, hours of work performed and any other information to support the amount invoiced to RRPC for reimbursement. The SUBRECIPIENT certifies the accuracy of costs when signing each invoice.

The RRPC 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.

**Payment must be requested using an invoice showing name of project, period in which work is performed, amount billed to date, and balance.**

The RRPC shall seek to make payments within forty-five (45) days of receipt of an invoice from the SUBRECIPIENT. All payments by the RRPC under this Agreement will be made in reliance upon the accuracy of all prior representations by the SUBRECIPIENT including but not limited to bills, invoices, progress reports and other proofs of work.

The completion of the Sub-grant is subject to the availability of funds. Written reports delivered under the terms of this Sub-grant shall be printed using both sides of the page whenever practical.

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

Name: Mary Kay Skaza and Karen Hill  
Address: Rutland Regional Planning Commission  
P.O. Box 430  
Rutland, VT 05702  
E-mail: mskaza@rutlandrpc.org karen@rutlandrpc.org

Additionally, the provisions in the first seven pages of this Sub-grant are applicable.

**The additional provisions are applicable:**

1. The SUBRECIPIENT shall provide the mutually agreed upon deliverables as listed in the project(s) outlined in the SUBRECIPIENT's Milestone #2 submission and Attachment A to the RRPC at the actual billable rates by position. Work performed will be paid on an hourly rate basis. Documented approved direct costs will be reimbursed by the RRPC up to the budgeted amount. The SUBRECIPIENT will invoice the RRPC not more than the schedule outlined on the Deliverable Table above – see Deliverable Table for due dates. The SUBRECIPIENT will not be paid for any deliverables that were not previously approved by the RRPC.
2. If the documented work as provided by the SUBRECIPIENT has not been completed to the satisfaction of the RRPC, as determined by the grant lead, the RRPC 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 RRPC shall not be responsible for the expenses of the SUBRECIPIENT.
3. The RRPC 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 RRPC may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.
4. The SUBRECIPIENT may be subject to a 10% retainage of the entire Agreement amount subject to review, approval, and acceptance of the grantee's final report by RRPC and the State.
5. If you are required to have an audit, you are to report to RRPC the audit, findings, and Management Response Letter including corrective actions within 6 months after the end of your fiscal year.
6. The SUBRECIPIENT shall:
  - a. Maintain a copy of all receipts on file for review upon request by RRPC or the State.
  - b. Include a copy of all receipts for direct costs requested for reimbursement.
7. Up to 90 days of pre-award costs are NOT allowable under this Agreement as related to scope of work in Attachment A.

8. 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.
9. Final payment will be paid upon receipt and satisfactory review of all deliverables as described in Attachment A and the project(s) outlined in the SUBRECIPIENT's Milestone #2 submission to RRPC, a final financial report documenting expenditure of grant funds, and upon reimbursement to RRPC by VTDEC.

**ATTACHMENT B**  
**RRPC ADDITIONAL PROVISIONS**

1. **Communicating & Acknowledging Funding Support:** The SUBRECIPIENT shall not refer to the State or the RRPC 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 RRPC.
2. **Self-Certification:** All invoices must be signed by an official who can legally bind the Subrecipient and includes the following certification of expense clause: *" By signing this report, "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."*
3. **Flow Down:** Attachment C contains Standard State grant agreement language which refers specifically to RRPC's Grant with the Department of Environmental Conservation (VTDEC). All State and Federal requirements, if any, flow down to the SUBRECIPIENT regardless of specific applicability.

**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 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: GRANT AGREEMENT #06140-2024-WID-WQMP-4109  
BETWEEN RRPC AND VERMONT DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION**