



Central Vermont Regional Planning Commission

August 4, 2025 – Contract Index

GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

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

****Please note that each contract name is a URL link to the contract**

[Williamstown Town Plan Update](#) - Page 2

[ACRPC – VT Bond Bank Support for Rural Municipal Water Supplies](#) - Page 18

CONTRACTS ISSUED

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

N/A

FOR INFORMATION ONLY

(Contracts, agreements, and amendments valued at \$25,000 or less or that extend performance period.)

GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

[CBIZ CPAs PC](#) - Page 25

[Orange Town Plan Update](#) - Page 51

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GRANTS, CONTRACTS & SERVICE AGREEMENTS ISSUED

[Ijaz Group – Transition and Audit Support Services](#) - Page 67

VERMONT MUNICIPAL PLANNING GRANT PROGRAM FY 25
CONTRACT FOR PERSONAL SERVICES
 BETWEEN
 THE TOWN OF WILLIAMSTOWN
 AND
 THE CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> # _____	
Contract Amount: \$25,582	Contract Start Date: 6/1/2025	Contract End Date: 02/26/2027	
Contractor Name: Central Vermont Regional Planning Commission			
Contractor Physical Address: 29 Main Street, Suite 4			
City: Montpelier	State: VT	Zip Code: 05602	
Contractor Mailing Address: 29 Main Street, Suite 4			
City: Montpelier	State: VT	Zip Code: 05602	
Contract Type: Cost Reimbursement <input type="checkbox"/>		Fixed Price <input checked="" type="checkbox"/>	Other <input type="checkbox"/> (please specify)
If this action is an amendment, the following is amended:			
Funding Amount <input type="checkbox"/>		Performance Period <input type="checkbox"/>	Scope of Work <input type="checkbox"/>
Other <input type="checkbox"/> (please specify)			

SECTION 2 – CONTRACTOR INFORMATION

Contractor Duns/UEI: L97JQHE86VX3		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions (https://sam.gov/SAM/) Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.)		
Date: 6/2/2025	Initials: nlc	SAM Expiration Date: 12/17/25
State of Vermont checked for Debarment Exclusions http://bgs.vermont.gov/purchasing-contracting/debarment . Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.)		
Date: 5/8/25	Initials: nlc	Debarment Expiration Date: n/a
Risk Assessment completed (Questions for contractor at ..\..\Forms\Risk Assessment_Contractor Questions.docx . Staff completes assessment at ..\..\Forms\Risk Assessment_Contractor.docx . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date: 5/8/25	Initials: nlc	
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx). Print screen must be placed in contract file)		
Date: 5/8/25	Initials: nlc	

Contract # 07110-MP-2025 Williamstown-40

IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)

Date: 6/2/25

Initials: nlc

Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)

Date: 6/2/25

Initials: nlc

Will the Contractor Charge the Town for Taxable Purchases? Yes " No p

[Provide written documentation of answer from contractor. If yes, Town tax exemption certificate must be provided to contractor (obtain from Town finance staff). Town is not subject to sales tax.]

Date: 6/2/25

Initials: nlc

Contract Total Value exceeds \$250,000? Yes " No p

(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)

Date: 6/9/25

Initials: nlc

SECTION 3 – FUNDING SOURCE

Awarding Entity: Vermont Agency of Commerce and Community Development (ACCD)

Contract #: 07110-MP-2025 Williamstown-40

Funding Type: ☐ Federal **CFDA/ALN #:**
☒ State **Program Title:** Municipal Planning Grant
☐ Municipal
☐ Other **Source:** (ex. private, non-profit, etc.)

SECTION 4 – CONTACT INFORMATION

TOWN OF WILLIAMSTOWN

Project Contact/Coordinator

Name: Rich Turner

Title: Chair, Planning Commission

Work Phone:

Email: rdt914@yahoo.com

Finance/Billing

Name: Jacqueline Higgins

Title: Town Manager - Williamstown

Work Phone: (802) 433-6671

Email: twnmgr@williamstownvt.org

CONTRACTOR

Project Contact/Manager

Name: Eli Toohey

Title: Planner

Work Phone: 802-262-1018

Email: toohey@cvregion.com

Finance/Billing

Name: Dee Gish

Title: Finance Manager

Work Phone: 802-223-1977

Email: gish@cvregion.com

Part 2 – Contract Agreement

STANDARD CONTRACT FOR SERVICES

1. Parties: This is a contract for personal services between the Town of Williamstown, Vermont (Town) and Central Vermont Regional Planning Commission (Contractor), its principal place of business in Montpelier, Vermont. Contractor's form of business organization is Subdivision of the State of Vermont. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter: The subject matter of this contract is personal services generally on the subject of providing Town Plan Update. Detailed services that Contractor will provide are described in Attachment A.

3. Maximum Amount: In consideration of the services to be performed by Contractor, Town agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$25,582.00.

4. Contract Term: The period of Contractor's performance shall begin on June 1, 2025, and end on February 26, 2027.

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 Contractor and Town.

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 twenty-three pages including the following Attachments that are incorporated herein:

Attachment A:	Specifications of work to be performed (Work Plan in Grant)
Attachment B:	Payment Provisions and Monitoring & Reporting Requirements
Attachment C:	Standard State Provisions for Contracts and Grants (revised October 1, 2024)

8. Subcontracts. In accordance with Vermont Agency of Administration Bulletin 3.5, the Contractor may not assign, subcontract or sub-grant the performance of a Contract or any portion thereof to any other subcontractor without the prior written approval. If subcontracting is approved by the State, the Contractor remains responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under the Contract. When a contract involves subcontracting (sub-agreement), the State encourages the Contractor to follow a fair and open award process and create clear and thorough subcontracts to enable the Contractor to properly monitor the performance and

Contract # 07110-MP-2025 Williamstown-40

compliance of the subcontractor(s). Contractors shall include the provisions of Attachment C listed in this agreement, in Contractor’s subcontracts for work that is to be performed solely for the State of Vermont or performed in the State of Vermont.

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

10. Counterparts: This contract shall be executed in two counterparts, with each party hereto retaining a fully executed original

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

For the Town:

Signature: _____
Name: _____
Title: _____
Date: _____

For the Contractor:

Signature: _____
Name: Christian Meyer
Title: Executive Director
Date: _____

ATTACHMENT A

Scope of Work to be Performed

I. Objective:

This project will update the Williamstown Municipal Plan.

II. Activity(s) to be Performed:

Tasks	Estimated Completion date
Task 1: Planning Road Map (drafting)	June 1, 2025
Task 2: Public Outreach, Survey and Communications Plan (drafting)	September, 2025
Task 3: Meeting One w/PC	June 11, 2025
Task 4: Survey Implementation	September, 2025
Task 5: Survey & Interviews (processing results)	November, 2025
Task 6: Community Assessment (processing results)	November, 2025
Task 7: Plan Writing	April, 2026
Task 8: Mapping and Data	April, 2026
Task 9: Meeting Two w/PC	December, 2025
Task 10: Vision Statement + Goals and Objectives	February, 2026
Task 11: Meeting Three Public Outreach [Draft Vision Statement + Goals/Objectives]	March, 2026
Task 12: Meeting Four Public Outreach - Mapping, public Engagement	April, 2026
Task 13: Public Hearing(s)	July, 2026
Task 14: Plan Writing - finalization	April, 2026
Task 15: Meeting Five w/PC [draft Plan finalization.]	May, 2026
Task 16: Submission of Final Plan for adoption process	July, 2026

III. GIS Work

For any projects including a GIS component:

1. The Grantee shall ensure that any contracts, subgrant agreements or subcontracts that are issued through this grant to develop GIS data shall require that the contractor, subgrantee, or subcontractor complete the [GIS Data Submission Online Intake Form](#) as part of its final work product.
2. With the GIS Data Submission Online Intake Form, Grantee shall also submit digital copies of GIS data produced with the Grant Award or any portion thereof if such data is not already available in the Vermont Open Geodata Portal. Digital GIS data includes spatial and tabular data attributes, documentation files, and must meet applicable standards as to data format and

documentation of all products using the VGIS metadata standard. *Note: It is not necessary to submit subsets of data layers that are already listed in the VGIS Data Catalog (data hosted at the Vermont Open Geodata Portal). A subset would be an extract of existing data, such as road centerline data, for example.*

3. Digital Spatial Data will be submitted via the GIS Data Submission Online Intake Form as a single .zip file with documents in the Vermont State Plane Coordinate System, as specified in Title 1, Chapter 17 § 671- 679. Any of the following file formats is acceptable:
 - a. .shp (Shapefile – which also consist of files with other extensions such as .dbf and .shx)
 - b. .dwg (CAD file)
 - c. .dxf (CAD file)
4. All data and materials created or collected under this Agreement – including all digital data – are public records. The parties may utilize the information for their own purposes but shall not copyright these materials.

IV. Final Documents

All paper and electronic documents, plans, data, materials, and work products produced with State grant funding are public records. The parties may utilize the information for their own purposes but shall not copyright these materials. No proprietary products may be produced without authorization in writing by the Department of Housing and Community Development.

ATTACHMENT B

Payment Provisions & Reporting Requirements

PAYMENT PROVISIONS

The Contractor shall provide the services listed in Attachment A to the Town of Williamstown at the rates listed in the scope of work attached to this Agreement.

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

The Town agrees to compensate the Contractor for services performed as defined in the Scope of Work, up to the maximum amount, provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this grant.

Payment. Work performed will be paid as follows:

Tasks	Personnel Cost	Material Description	Material Cost (\$)	Total Cost
Task 1: Planning Road Map (drafting)	\$810			\$810
Task 2: Public Outreach, Survey and Communications Plan (drafting)	\$2,025			\$2,025
Task 3: Meeting One w/PC	\$1,640			\$1,620
Task 4: Survey Implementation	\$810			\$810
Task 5: Survey & Interviews (processing results)	\$810			\$810
Task 6: Community Assessment (processing results)	\$810			\$810
Task 7: Plan Writing	\$8,100			\$8,100
Task 8: Mapping and Data	\$4,050			\$4,050
Task 9: Meeting Two w/PC	\$668			\$648
Task 10: Vision Statement + Goals and Objectives	\$1,215			\$1,215
Task 11: Meeting Three Public Outreach [Draft Vision Statement + Goals/Objectives]	\$1,215			\$1,215
Task 12: Meeting Four Public Outreach - Mapping, public Engagement	\$1,215			\$1,215
Task 13: Public Hearing(s)	\$668			\$648

Task 14: Plan Writing - finalization	\$648			\$648
Task 15: Meeting Five w/PC [draft Plan finalization.]	\$648			\$648
Task 16: Submission of Final Plan for adoption process		printing	\$250	\$250
			TOTAL	\$25,582

The Town shall pay, or cause to be paid, to the Contractor progress payments as defined above. Requests for payment shall be accompanied by progress reports and be made directly to the Town for all work.

The Town shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on invoices under this Agreement. Invoices for costs should be itemized in accordance with the payment provisions described previously in Attachment B.

The Contractor shall immediately notify Town if costs for the performance of any task exceeds, or is expected to exceed, the written estimate. The Town is not obligated to authorize additional expenditures. The Contractor will not be reimbursed for any services or expenses which have not been previously approved by the Town.

Sub-contractor rates shall be consistent with those provided in the Contractor's scope of work. Markups for sub-contractors will not exceed 10%. Markups for equipment, regular site costs (such as utilities) and primary Contractor services (such as telephone calls, copying, mailing costs, meals, lodging) are not allowed under this Agreement.

Invoicing. The Contractor shall submit invoices to the Town as noted above. Charges will be separated by task as designated by the Town in this Agreement. Progress reports shall accompany all invoices and shall describe work completed during the invoice period.

All invoices shall be sent to: Jacqueline Higgins, Williamstown Town Manager
twnmgr@williamstownvt.org
P.O. Box 646
Williamstown, VT 05679

The Town will seek to make payments within forty-five (45) days of receipt of an invoice from the Contractor. If the work described in any invoice has not been completed to the satisfaction of the Town, as determined by the project manager, the Town reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment

for unsatisfactory work will not be subject to interest or finance charges. The final payment will be paid upon final project completion and acceptance by the Town.

REPORTING REQUIREMENTS

Reporting is **REQUIRED** under this Agreement.

- Regular Progress Reports submitted with invoices.
- Significant developments as soon as possible after they occur.
- Other reports as may be required by the funding agency.

Regular Progress Reporting. Accompanying each invoice will be a succinct and specific report on the progress that has been achieved on the Contractor's Scope of Work with regard to milestones, deliverables, and schedule, and in relation to the expenditures the Contractor is invoicing for reimbursement.

Significant Development Report. The Contractor must report the following events by e-mail to the Town's Project Manager as soon as possible after they occur:

- 1) Developments that have a significant favorable impact on the project.
- 2) Problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the objectives of the award.

Other Reports. The Town's funding agency may request or require other reports during the Agreement period. If the Town requires Contractor's assistance to complete this reporting, Contractor shall provide the necessary information requested by the Town.

Central Vermont Regional Planning Commission will invoice Williamstown monthly. Payments will be made to CVRPC;

Central Vermont Regional Planning Commission
29 Main Street, Suite 4
Montpelier VT 05602

Include Town Plan Update – Williamstown in the memo

ATTACHMENT C

Standard Agreement Provisions

REVISED OCTOBER 1, 2024

- 1) **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the Town of Williamstown (hereafter “Town”) 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 of Vermont 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 the 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 Town 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 Town regarding its performance under this Agreement. The Party agrees that the Town shall not be required to submit to binding arbitration or waive its right to a jury trial.
- 4) **Sovereign Immunity:** The Town reserves all immunities, defenses, rights, or actions arising out of the Town’s status under the laws of the State of Vermont. No waiver of the Town’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the Town’s entry into this Agreement.
- 5) **No Employee Benefits For the Party:** The Party understands that the Town 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 Town employees, nor will the Town 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 Town.
- 7) **Defense and Indemnity:**
 - a) The Party shall defend the Town 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 Town 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 Town retains the right to participate at its own expense in

the defense of any claim. The Town 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 Town and its officers and employees if the Town, 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 Town 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, the 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/RiskClaims-COI>.
- 9) Reliance by the Town on Representations:** All payments by the Town 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 Town under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the Town to otherwise limit the 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 Town Information:

- a) As between the Town and the Party, "Town Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. The Party acknowledges that certain Town Data to which the Party may have access may contain information that is deemed confidential by the Town, 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 Town Data").
- b) With respect to Town Data, the 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, the Party shall dispose of or retain Town Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the Town.
- c) With respect to Confidential Town Data, the Party shall:
 - i) strictly maintain its confidentiality;
 - ii) not collect, access, use, or disclose it except as necessary to provide services to the Town 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 Town of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential Town Data so that the Town 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 Town Data remaining in its possession or control.
- d) If the Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential Town Data in any electronic form or media, the Party shall utilize:
 - i) industry-standard firewall protection;
 - ii) multi-factor authentication controls;
 - iii) encryption of electronic Confidential Town Data while in transit and at rest;
 - iv) measures to ensure that the Town Data shall not be altered without the prior written consent of the Town;
 - v) measures to protect against destruction, loss, or damage of Town 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 Town 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 Town.
- f) The Party shall notify the Town within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any Town Data.
- g) State of Vermont Cybersecurity Standard Update: The Party confirms that all products and services provided to or for the use of the Town 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 Town 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, the 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 Town, State of Vermont 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:** The 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. The 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 Town may offset any sums which the Party owes the Town 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 of Vermont:** The 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 Town 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.) The Party states that, as of the date this Agreement is signed, the 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. The 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, the 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:** The 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 Town. The Party shall be responsible and liable to the Town for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with the 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 Town 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).

The 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 Town Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State of Vermont"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("Town Facilities"); and Section 32.A ("Certification Regarding Use of State of Vermont Funds").

- 20) No Gifts or Gratuities:** The 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 Town during the term of this Agreement.
- 21) Regulation of Hydrofluorocarbons:** The Party confirms that all products provided to or for the use of the Town under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.
- 22) Certification Regarding Debarment:** The Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither the Party nor the 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. The Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, the Party is not presently debarred, suspended, nor named on the State of Vermont's debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.
- 23) Conflict of Interest:** The Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 24) Vermont Public Records Act:** The Party acknowledges and agrees that this Agreement, any and all information obtained by the Town from the Party in connection with this Agreement, and any obligations of the Town 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 Town 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:** The Party shall not use the Town's logo or otherwise refer to the Town 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 Town.
- 27) Termination:**
- a) Non-Appropriation:** If this Agreement extends into more than one fiscal year of the Town (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the Town 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 Town may suspend or cancel this Agreement immediately, and the Town shall have no obligation to pay the Party from Town 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 Town. All Town property, tangible and intangible, shall be returned to the Town upon demand at no additional cost to the Town in a format acceptable to the Town.

28) Continuity of Performance: In the event of a dispute between the Party and the Town, 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) Town Facilities: If the Town makes space available to the Party in any Town 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, Town facilities, which shall be made available upon request. Town facilities will be made available to the 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, the Party must disclose, in a timely manner, in writing to the Town, 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 of Vermont-Funded Grants:

- a) **Certification Regarding Use of State of Vermont Funds:** If the Party is an employer and this Agreement is a State of Vermont-funded grant in excess of \$1,000, the Party certifies that none of these State of Vermont funds will be used to interfere with or restrain the exercise of the Party's employee's rights with respect to unionization.
- b) **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State of Vermont funded grant, the Party hereby represents: (i) that it has signed and provided to the Town 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)

The Addison County Regional
Planning Commission

Agreement for Consulting Services
with

Central Vermont Regional Planning
Commission

THIS AGREEMENT is made this 1st day of July, 2025, by and between the Addison County Regional Planning Commission, a political subdivision of the State of Vermont with its principal place of business at 14 Seminary Street, Middlebury, VT 05753, hereinafter referred to as (“ACRPC”) and the Bennington County Regional Commission, a political subdivision of the State of Vermont with its principal place of business at 29 Main St #4, Montpelier, VT 05602 hereinafter referred to as the CONSULTANT.

The ACRPC wishes to employ the CONSULTANT for the purpose of providing mapping, administrative and financial services, in concert with all other Vermont regional planning commissions (RPCs) to support rural municipal water suppliers, all as funded by and pursuant to the requirements of the Vermont Bond Bank in a master contract with ACRPC.

WHEREAS state and federal funds may participate in the cost of the services described in this Agreement; and

WHEREAS the CONSULTANT is ready, willing, and able to perform and complete the required services;

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

I. SCOPE OF WORK

The CONSULTANT shall provide services necessary to ensure the successful completion of the project. Services to be performed include:

Phase 1 (0 to 12 months) Introduction and Discovery

Goal: Work with the ACRPC, the Bond Bank and partners to identify systems most at risk and provide general administrative support.

CONSULTANT shall contact each small water system in its region as identified on the Vermont Department of Environmental Conservation (DEC) database of public water supply systems. Water systems may participate on a voluntary basis. ACRPC and the Bond Bank will help facilitate the introductions. Work under Phase 1 may include the following activities:

- A. Use ACRPC created template letter of introduction to use and adapt to their individual needs to contact all systems in their jurisdiction to offer the following services:
 - 1. Survey of water system administrative needs
 - 2. Collection and mapping of water system boundary information¹
 - 3. Compile existing Drinking Water State Revolving Fund (DWSRF) Useful Life Worksheets
 - 4. Small System Capacity & Resiliency Program - Tier II grant support per the ACRPC
 - 5. Assist systems with background information to be used for
 - a) Scope and budget development; and
 - b) Creation of viable financial models.
 - 6. Procure engineering assessment/financial model-support tools and/or subcontractors
 - 7. Other administrative, financial, or marketing activities as identified by the water systems participating in the program and approved by CONSULTANT or the sub-consulting RPCs.
- C. CONSULTANT will create a report summarizing progress and making recommendations for next steps incorporating information gathered. See *Section 4 of this agreement, Reporting*.

Phase 2 (12-24+ months)

Goal: Continue to provide and institutionalize general administrative support for water systems and look to expand system capacities.

- A. CONSULTANT shall continue its work with each participating Water Supply system within its jurisdiction and look to expand its work to non-participating systems as funding allows. Work under Phase 2 may include the following activities:
 - 1. Continued Tier II grant support as funds are available;
 - 2. Outreach to other small residential systems to engage them in the program;
 - 3. Continue compiling existing DWSRF Useful Life Worksheets;

¹ Mapping as defined in this contract will be for reporting and analysis only. The ACRPC and RPCs will request existing spatial data from the water system, DEC, University of Vermont and/or other federal partners or sub-contractors. The RPCs will aggregate existing data and translate it to be spatially referenced. However, the RPCs will not conduct or request any water system, state or federal partner, or sub-contractor to conduct primary research on boundaries or point locations of new spatial data unless authorized by the ACRPC or small water systems.

4. Continued mapping of boundaries/systems;
5. Conduct technical assessments with engineering subcontractors to review asset management and capital plans and recommend systems in need of asset management plans to Vermont Agency of Natural Resources (ANR) and the ACRPC.
6. Incorporate findings of asset management plan and other potential capital needs into a standardized financial model approved by ACRPC and the Bond Bank
7. Work with the ACRPC to create a rating system to evaluate the overall capacity and sustainability of each system and map the ratings for each system.
8. Testing and incorporation of financial model and back-office support solutions for interested systems such as:
 - a) Working with financial subcontractors to create standardized financial models to support all systems;
 - b) Developing financial models that may facilitate revenue generation, budgeting, and forecasting.
 - c) Developing tools for back-office financial support for all systems to support administrative tasks and record keeping for small water systems.
9. Other administrative, financial or marketing activities as identified by the water systems participating in the program and approved by the RPC.

B. CONSULTANT will create a report summarizing progress and making recommendations for next steps incorporating information gathered. See *Section 4 of this agreement, Reporting*.

II. SUB-CONSULTANTS:

The CONSULTANT shall be working as a sub-consultant to ACRPC in coordination with each of the other regional planning commissions (RPCs) in the State of Vermont, thereby providing statewide coverage of water systems.

III. BEGINNING OF WORK AND TERMINATION

This Agreement shall be effective upon execution and shall be completed on or before December 1, 2028.

IV. THE AGREEMENT FEE

- A. General. ACRPC agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for performance of all services and expenses encompassed under this Agreement, the actual cost of the services rendered based upon CONSULTANT's

hourly rates, labor hours and fringe and approved audited rate as specified by the rate letter provided to the CONSULTANT by the Vermont Agency of Transportation (VTrans) on an annual basis. A current copy of CONSULTANT's rates and its indirect audit letter from VTrans are attached hereto as Exhibits A and B respectively. Expenses specific to this project, if any, will be billed at their actual cost.

- B. Maximum Limiting Amount. The total amount to be paid to the CONSULTANT for all services shall not exceed a maximum limiting amount of FIFTY THREE THOUSAND FIVE HUNDRED AND FIFTEEN DOLLARS (\$53,515).
- C. Spending Categories. The maximum limiting amount will be divided and spent on the following categories:
 - 1. Fee for services to the CONSULTANT and all sub-consultant RPCs broken down between the CONSULTANT and all sub-consultants based upon the DEC database of public water systems, plus a base cost per RPC as agreed to by the RPCs at the meeting of the Vermont Association of Planning and Development Agencies (VAPDA) dated April 3, 2025. The agreement is designed to allow each RPC to provide services to the municipal water systems within their geographic area of service. A copy of the funds broken down by RPC is attached as Exhibit C.
 - 2. ACRPC and the Bond Bank have created a reserve fee of fifty thousand dollars (\$50,000) for the purchase of uniform financial or management software or to hire accounting or other third party professionals that will be engaged in fulfillment of this contract to allow the CONSULTANT to more efficiently render the services described in the scope of work in section I of this agreement.² CONSULTANT's must procure these services through ACRPC and are encouraged to communicate openly with ACRPC and the Bond Bank to recommend good models that may benefit all rural water systems.

² RPCs will acquire engineering or financial tools or assessments using third party engineering or financial consultants familiar with the nature of small rural water systems. RPCs will not develop any independent assessments, software, or tools to measure attributes of water systems.

V. PAYMENT PROCEDURES

The CONSULTANT shall submit invoices to ACRPC on a quarterly basis on the 15th of the month after each quarter ends. CONSULTANT's invoices shall include:

1. Billing for its own work;
2. Billing for any expenses incurred during the quarter;
3. Billing for any independent sub-consultants hired with the previous written approval of ACRPC; and
4. An accounting of time and hours supporting their invoice and reports summarizing the work they completed as outlined in Section VI below.

Invoices shall be submitted electronically to: Adam Lougee alougee@acrpc.org and Kerry Danshaw finance@acrpc.org

ACRPC shall collate CONSULTANT's invoice and report with all other subconsultants and shall submit it to the BOND BANK by the end of that month. ACRPC shall pay the invoice upon its receipt of funds from the Bond Bank.

VI. REPORTING and DELIVERABLES

A. The CONSULTANT shall provide the following information to ACRPC:

1. A narrative report on a quarterly basis accompanying every invoice. The report shall contain information detailing systems contacted, system contacts, and material developments from each RPC.
2. Meetings: For the first year of the contract, CONSULTANT will attend monthly project meetings, led by ACRPC and/or a partner RPCs, with all participating RPCs. ACRPC will share meeting agendas and minutes with the CONSULTANT.
3. At each 12-month interval, CONSULTANT will provide a technical memo aggregating and summarizing the lessons learned from the engagement. The report at the end of the 24-month period will describe the resources CONSULTANT will need to support small water systems and/or recommendations for institutionalized administrative support. The report at the end of the project will summarize activities undertaken by the CONSULTANT for each participating water system. It will also report on improvements to each participating system and outline next steps necessary to continue supporting the improved performance of all systems.
4. The ACRPC may request additional supporting materials as required.

VII. CANCELATION

- A. This Agreement may be cancelled by either party by giving written notice at least sixty (60) days in advance.
- B. Nonpayment or failure to provide the deliverables within the specified timelines in this contract will result in termination of the contract immediately upon written notice.

VIII. AMENDMENT

- A. No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless agreed to by the parties in writing.

IX. GOVERNING LAW, JURISDICTION AND VENUE; NO WAIVER OF JURY TRIAL; INDEMNITY

- A. This Agreement will be governed by the laws of the State of Vermont. The CONSULTANT agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the ACRPC with regard to its performance under this Agreement. Consultant agrees that the ACRPC shall not be required to submit to binding arbitration or waive its right to a jury trial. The ACRPC does not waive any legal protection as part of this agreement including sovereign immunity.
- B. The CONSULTANT shall indemnify the ACRPC and its officers and employees if the ACRPC, its officers, or employees become legally obligated to pay any damages or losses to the extent such liability is caused by the act or omission of the CONSULTANT or an agent of the CONSULTANT in connection with the performance of this Agreement.

X. INSURANCE

- A. The CONSULTANT shall procure and thereafter maintain in force until completion of the Services or the earlier termination of this engagement Errors and Omissions insurance policies providing a minimum of \$1,000,000 per occurrence for any officers, employees, or agents thereof.
- B. The CONSULTANT shall procure and thereafter maintain in force until completion of the Services or the earlier termination of this engagement General Liability and Property Damage insurance providing minimum coverages in the amounts shown below for any officers, employees, or agents thereof.
 - 1. \$1,000,000 Per Occurrence
 - 2. \$1,000,000 General Aggregate

3. \$1,000,000 Products/completed products aggregate
4. \$50,000 Premises Damage

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ADDISON COUNTY REGIONAL PLANNING COMMISSION (ACRPC)

By: _____

Title: _____

CENTRAL VERMONT REGIONAL PLANNING COMMISSION (CONSULTANT)

By: _____

Title: _____

Enclosures:

Certificate of Insurance

Indirect Rate letter from VTrans

Billing Rate Schedule for each employee working on the project.



CBIZ CPAs P.C.

100 Westminster Street
Suite 500
Providence, RI 02903

P: 401.600.4500

July 9, 2025

Central Vermont Regional Planning Commission
Christian Meyer, Executive Director
29 Main Street, Suite 4
Montpelier VT, 05602

Dear Mr. Meyer

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide the Central Vermont Regional Planning Commission (the “Client”, “Entity”, “you,” or “your”). This letter constitutes the entire agreement between the Entity and CBIZ CPAs P.C. (“CBIZ CPAs,” “Firm,” “we,” “us,” or “our”) regarding the services described herein.

ENGAGEMENT OBJECTIVES AND OUR RESPONSIBILITIES

We will audit the business-type activities of the Client, as of June 30, 2025, and for the year then ended and the related notes to the financial statements, which collectively comprise the Client’s basic financial statements as listed in the table of contents.

Our audit will be conducted with the objectives of our expressing an opinion on each opinion unit.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors’ report that includes our opinion. The procedures selected depend on the auditors’ judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) and in accordance with Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (“U.S. GAAP”) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain information, such as management’s discussion and analysis (“MD&A”), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Client’s required supplementary information (“RSI”) in accordance with GAAS. These limited procedures will consist of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management’s Discussion and Analysis

Supplementary information other than RSI will accompany the Client’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Schedule of Operations – Budget and Actual
- Schedule of Direct and Indirect Costs

Auditor Responsibilities

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America. As part of an audit of financial statements in accordance with GAAS and in accordance with Government Auditing Standards, we will exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
2. Obtain an understanding of the system of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Client's basic financial statements. Our report will be addressed to the governing body of the Client. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

MANAGEMENT'S RESPONSIBILITIES

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. For the design, implementation, and maintenance of an effective system of internal control over the financial reporting relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report.

4. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
5. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;
6. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
7. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
8. For the accuracy and completeness of all information provided;
9. For the evaluation of the effectiveness of the entity's internal control over financial reporting using suitable and available criteria;
10. For providing us with management's written assessment about the effectiveness of the entity's internal control over financial reporting;
11. For supporting management's assessment about the effectiveness of the entity's internal control over financial reporting with sufficient evaluations and documentation (e.g., policy or accounting manuals, narrative memoranda, flowcharts, decision tables, procedural write-ups, or completed questionnaires);
12. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
13. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

Management is responsible for all management decisions and performing all management functions including critical judgments and conclusions, and for designating an individual, preferably from senior management, with suitable skill, knowledge, or experience to oversee any financial statement preparation services, assistance with the preparation of the Data Collection Form, bookkeeping services, tax services, or other services we or our associated company CBIZ, Inc. (or its related entities (collectively with CBIZ, Inc., "CBIZ")) provides.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. If you are missing any documents or workpapers from our prior years' engagements (if applicable), it is your responsibility to inform us. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

ENGAGEMENT FEES

We estimate that our fees for the services previously outlined will be \$33,000.

Following commencement of the audit, invoices will be issued on a periodic basis to reflect the progress of work completed.

Our fees are based upon the complexity of the work to be performed, timing of the engagement, experience level of the personnel required, and estimates of the professional time to complete the required services.

Additionally, our fees are dependent on the availability, quality, and completeness of the Client's records and, where applicable, upon the Client's personnel providing the level of assistance identified in the "prepared by client" request list distributed at the end of our planning work (e.g., Client employees preparing confirmations and schedules we request, locating documents selected by us for testing, etc.). Circumstances – including but not limited to those such as those listed in Appendix A – may arise during the engagement that may cause delay or significantly affect our fees. CBIZ CPAs shall not be responsible for any consequences.

Invoices are due upon receipt. If our invoices for this, or any other engagements the Client may have with us, are not paid within 30 days after the invoice date, we may suspend or terminate our services for this and any other engagements. If we suspend our services, we may require that the Client pay all amounts due and/or submit a retainer to CBIZ CPAs before we resume such services. The Client agrees that if we suspend or terminate our services as a result of nonpayment, we will not be responsible for any consequences.

If invoices are not paid within 30 days of the invoice date, a late charge may accrue at the lesser of (i) 1% per month or (ii) the highest rate allowable by law.

DISPUTE RESOLUTION PROCEDURE (MEDIATION AND ARBITRATION) AND GOVERNING LAW

Any dispute arising out of or relating to this engagement, or breach thereof, shall first be submitted for mediation administered by the American Arbitration Association (“AAA”) under its Commercial Mediation Procedures. The parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach a consensual resolution of the dispute. The mediator shall be selected by agreement of the parties; if the parties cannot agree on a mediator, a mediator shall be appointed by the AAA. The mediation shall be treated as a settlement discussion and shall be confidential. The mediator may not testify for any party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceeding. Each party shall bear its own costs in the mediation, and the fees and expenses of the mediator shall be shared equally by the parties. No other proceeding shall be commenced prior to 60 days after the parties’ first appearance before the mediator.

If a dispute has not been resolved within 60 days after the written initiation of the mediation, the dispute shall be settled by arbitration administered by the AAA under its Accounting and Related Services Arbitration Rules (the “Rules”). In the event of a conflict between the Rules and this Agreement, this Agreement shall control. The arbitration shall be conducted before a panel of three arbitrators, selected by application of the rules of the AAA, or by mutual agreement of the parties, except that all arbitrators shall be lawyers or former judges. Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery. The arbitration panel shall issue its final award in a written and reasoned decision to be provided to each party. The arbitration panel shall have no authority to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content, or result of the arbitration only as expressly provided by the Rules. The award reached as a result of the arbitration will be binding on the parties, and judgment on the award may be entered in any court having jurisdiction.

The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of the Firm and/or the Client and our relationship with you shall be governed by the laws of the State of New York (without giving effect to its choice of law principles).

LIMITATION OF LIABILITY

Unless otherwise prohibited by law or applicable professional standard, you agree that CBIZ CPAs and its personnel shall not be liable to you for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by you to CBIZ CPAs pursuant to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of CBIZ CPAs. Unless otherwise prohibited by law or applicable professional standard, in no event shall CBIZ CPAs or its personnel be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), professional standard, or otherwise.

No action, regardless of form, arising out of the services under this agreement may be brought by you more than one year after the date the last services are provided under this agreement.

The Client hereby indemnifies CBIZ CPAs and its shareholders and other professionals, and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of the Client’s management, regardless of whether such person was acting in the Client’s interest. This indemnification will survive completion or termination of this agreement.

OTHER MATTERS

Auditors' Report and Reproduction

We will issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report. If for any reason, we are unable to complete the audit or we are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require us to do so, we may resign from the engagement prior to completion.

Except to the extent prohibited by law, if you intend to publish or otherwise reproduce the financial statements and/or make reference to our Firm, you agree that the Client's management will provide us with a draft for our review and approval before disclosure, inclusion or incorporation by reference of any of our reports or the reference to CBIZ CPAs before such document or information is published, printed or distributed. You also agree to provide us with the final reproduced material for our approval before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, you agree to provide us timely notice of your intention to issue any such document. Our fees for any additional procedures or services we require to provide approval to you would be in addition to those fees discussed above. Notwithstanding the foregoing, you may distribute the financial statements "as is," without our written consent; provided such financial statements are not inserted in any other document or are not altered or revised in any manner, including without limitation, the alteration, addition or removal of data or information to or from such financial statements.

With regard to the electronic dissemination of the Client's financial statements, including financial statements published electronically on the Client's website, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

Background Checks

As a matter of our Firm policy, we perform background checks on potential clients and/or on existing clients, on an as-determined basis. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures and we reserve the right to withdraw from any relationship should information which we deem to be adverse come to our attention.

Predecessor Auditor

Before formally accepting this engagement, we are required by auditing standards generally accepted in the United States of America to make certain communications with your predecessor auditor. Soon after our appointment as your new auditors, we will request your permission to contact your predecessor auditor, and they will require your authorization to respond fully to our inquiries and to provide us with copies of certain of their working papers. Our continued acceptance of this engagement is subject to the results of such communication. We will notify you immediately if we become aware of anything from your predecessor auditor that results in our not being able to continue this engagement and resulting in us terminating and resigning from this engagement.

Independence and Our Personnel

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a client. These services are being provided under the AICPA and Government Accountability Office (GAO) independence standards. If the Client becomes subject to Public Company Accounting Oversight Board (“PCAOB”) or Securities and Exchange Commission (“SEC”) independence standards, those standards will need to be followed. As a result, certain non-attest services that would not impair our independence under the AICPA and Government Auditing Standards may have impaired our past or may impair our future independence under the PCAOB and SEC standards. CBIZ CPAs’ acceptance of this engagement is conditioned on confirming that it is independent under applicable standards. We will inform you promptly if we determine that we are not independent.

In addition, we will periodically reevaluate our independence as part of our customary client continuance process or more frequently, should circumstances arise that may require us to investigate whether our independence may have been impaired in which case we may terminate and resign from this engagement in our sole and absolute discretion. You agree to promptly advise us of any matters or changes in circumstances that could affect our independence or give rise to conflicts including, changes in senior management or the Board or the Elected Body, or entities that may have preexisting relationships with CBIZ or CBIZ CPAs or conflicts that could affect our independence.

Any discussions that the Client has with personnel of CBIZ CPAs or CBIZ regarding potential employment with the Client could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. Employment offers to any staff member working on your engagement without our prior knowledge may require substantial additional procedures to ensure our independence on this engagement. Any additional costs incurred due to these procedures will be billed at our standard hourly rates.

Furthermore, we strive to maintain a staff of quality, trained professionals. In recognition of the investment we have made to recruit and develop our personnel, solely to the extent not prohibited by law, you agree to not solicit any of our employees involved in this engagement at any time while we are performing services for you or within one year thereafter; irrespective of whether they’ve worked on your account or not. However, this limitation shall not apply to employment via a general solicitation or open job posting which is not directed towards the employee or CBIZ CPAs.

Access to Working Papers; Confidentiality

Our workpapers and files for this engagement are the property of CBIZ CPAs. If we receive a subpoena or other administrative, judicial, or government demand or request requiring it to provide information or documents, we will, unless prohibited by law, provide written notice to the Client of such demand or request. The Client shall reimburse CBIZ CPAs for our time at standard rates and reasonable expenses (including reasonable attorneys’ fees and expenses) incurred in responding to such demands or requests.

Certain professional standards, including American Institute of Certified Public Accountants Code of Professional Conduct 1.700 and similar rules adopted by state boards of accountancy, prohibit the disclosure of client confidential information without client consent, except in limited circumstances. CBIZ CPAs will treat the Client’s confidential information in accordance with applicable professional standards. The Client acknowledges and agrees that we may disclose confidential information as directed by the Client or as permitted by law, rule, regulation, professional standards or guidelines, or the terms of this engagement letter. The Client authorizes CBIZ CPAs to use email and other electronic methods to transmit and receive information, including confidential information, related to this engagement. CBIZ CPAs will employ commercially reasonable efforts to protect the confidentiality of transmitted information.

In performing our engagement, we will utilize professional and administrative staff who are employed by or otherwise associated with CBIZ or other entities. These individuals will be under the direct control and supervision of CBIZ CPAs, which is solely responsible for the professional performance of our engagement. Additionally, the professional staff is subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and CBIZ CPAs has contractual agreements requiring confidential treatment of all client information.

In addition, the Client agrees that we may provide CBIZ with access to the Client's accounting, financial, and other records in our possession so that CBIZ can provide the Client with any services it has engaged them to perform.

Should you request that we use a third-party electronic file transfer service in connection with this engagement, you acknowledge that CBIZ CPAs makes no representations or warranties regarding the security of data transmitted to and from, or stored by, that third-party electronic file transfer service. You also agree that CBIZ CPAs is not responsible for any loss, or unauthorized interception, of data transmitted to and from, or stored by, third-party electronic file transfer service.

Termination

Our engagement ends on the earlier of termination or resignation (including without limitation, our declining to issue a report or other work product) or CBIZ CPAs' delivery of our report. We acknowledge your right to terminate our services at any time, and you acknowledge our right to terminate our services and this agreement and resign at any time in our sole and absolute discretion, subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require, plus applicable interest, costs, fees and attorneys' fees. All terms which by their nature are reasonably intended to survive will survive termination, resignation or expiration.

Agreement

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If it is determined that any provision of this letter is unenforceable, all other provisions shall remain in full force and effect. This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. The Client may not assign or transfer this agreement, or any rights, licenses, obligations, claims or proceeds from claims arising out of or in any way relating to this agreement, any services provided hereunder, or any fees for services to anyone, by operation of law or otherwise without CBIZ CPAs' prior written consent and any assignment without consent shall be void and invalid. CBIZ CPAs may assign this agreement, including all the rights and benefits hereunder, to any affiliate or acquirer of or successor to its business, or purchaser of all or substantially all of its assets, stock or interests or in the event of a reorganization or restructuring, and by your signature hereto, you consent to such assignment and the transfer of the Client's files and information.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the Client and that no other person or entity shall be authorized to enforce the terms of this engagement. The undersigned represents and warrants that it has the requisite authority and consents to enter into and perform this Agreement and the obligations herein for and on behalf of the Central Vermont Regional Planning Commission

If you agree with the terms of our engagement, as described in this letter, please affix your e-signature and return the letter to us via DocuSign and we will return a fully executed letter to you.

Central Vermont Regional Planning Commission
July 9, 2025
Page 10

Our acceptance of this engagement and return of a fully executed engagement letter is subject to the review and approval of our Firm's client acceptance policies. If our Firm decides not to accept this engagement for any reason, then we will inform you immediately in writing.

In accordance with the requirements of Government Auditing Standards, our latest external peer review report of our Firm is available upon request.

Very truly yours,

Kyle J. Connors, CPA
CBIZ CPAs P.C.

ACCEPTED

This letter correctly sets forth the agreement of the Central Vermont Regional Planning Commission.

Authorized signature: 

Name: Christian Meyer

Title: Executive Director

Date signed: 7/15/2025

APPENDIX A

Circumstances Affecting Timing and Fee Estimate

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by CBIZ CPAs in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, CBIZ CPAs may incur significant unanticipated costs.
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to CBIZ CPAs (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). CBIZ CPAs will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control structure.
4. Significant new issues or unforeseen circumstances as follows:
 - a. New accounting issues that require an unusual amount of time to resolve.
 - b. Changes or transactions that occur prior to the issuance of our report.
 - c. Changes in the Client's accounting personnel, their responsibilities, or their availability.
 - d. Changes in auditing requirements set by regulators.
5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by CBIZ CPAs. All invoices, contracts and other documents which we will identify for the Client, are not located by the accounting personnel or made ready for our easy access.
6. A significant level of proposed audit adjustments is identified during our audit.
7. Changes in audit scope caused by events that are beyond our control.
8. Untimely payment of our invoices as they are rendered.

VERMONT MUNICIPAL PLANNING GRANT PROGRAM FY 25 CONTRACT FOR PERSONAL SERVICES

BETWEEN
THE TOWN OF MIDDLESEX
AND
THE CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> # _____	
Contract Amount: \$14,735.00	Contract Start Date: 6/2/2025		Contract End Date: 12/31/2026
Contractor Name: Central Vermont Regional Planning Commission			
Contractor Physical Address: 29 Main Street, Suite 4			
City: Montpelier	State: VT	Zip Code: 05602	
Contractor Mailing Address: 29 Main Street, Suite 4			
City: Montpelier	State: VT	Zip Code: 05602	
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended: Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/> Other <input type="checkbox"/> (please specify)			

SECTION 2 – CONTRACTOR INFORMATION

Contractor Duns/UEI: L97JQHE86VX3		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions (https://sam.gov/SAM/ Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.)		
Date: 6/2/2025	Initials: nlc	SAM Expiration Date: 12/17/25
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment . Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.)		
Date: 5/8/25	Initials: nlc	Debarment Expiration Date: n/a
Risk Assessment completed (Questions for contractor at ..\..\Forms\Risk Assessment Contractor Questions.docx . Staff completes assessment at ..\..\Forms\Risk Assessment Contractor.docx . Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date: 5/8/25	Initials: nlc	
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file))		
Date: 5/8/25	Initials: nlc	
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)		

Contract # 07110-MP-2025-Middlesex-38

Date: 6/2/25		Initials: nlc	
Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)			
Date: 6/2/25		Initials: nlc	
Will the Contractor Charge the Town for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
[Provide written documentation of answer from contractor. If yes, Town tax exemption certificate must be provided to contractor (obtain from Town finance staff). Town is not subject to sales tax.]			
Date: 6/2/25		Initials: nlc	
Contract Total Value exceeds \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)			
Date: 6/9/25		Initials: nlc	
SECTION 3 – FUNDING SOURCE			
Awarding Entity:		ACCD	
Contract #: 07110-MP-2025-Middlesex-38			
Funding Type:		CFDA/ALN #:	
<input type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Other		Program Title: MPG Source: (ex. private, non-profit, etc.)	
SECTION 4 – CONTACT INFORMATION			
TOWN OF MIDDLESEX <u>Project Contact/Coordinator</u> Name: Eric Metivier Title: Road Foreman/Commissioner Work Phone: 802-752-5092 Email: Eric.Metivier@MiddlesexVermont.org <u>Finance/Billing</u> Name: Cheryl Grandfield Title: Middlesex Town Treasurer Work Phone: 802-223-5915 Email: clerk@middlesexvermont.org		CONTRACTOR <u>Project Contact/Manager</u> Name: Keith Cubbon Title: Planner Work Phone: 802-262-1022 Email: cubbon@cvregion.com <u>Finance/Billing</u> Name: Dee Gish Title: Finance Manager Work Phone: 802-223-1977 Email: gish@cvregion.com	

Part 2 – Contract Agreement

STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the Town of Middlesex (hereafter called "Town") and the Central Vermont Regional Planning Commission with its principal place of business at 29 Main Street, Suite 4, Montpelier VT (hereafter called "Contractor"). Contractor's form of business organization is Subdivision of the State of Vermont. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of town highway infrastructure planning. Detailed services to be provided by the contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the Town agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$14,735.00.

4. Contract Term. The period of contractor's performance shall begin on June 2, 2025, and end on December 31, 2026.

5. Amendment. This contract represents the entire contract between the parties. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the Town and Contractor.

6. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

7. Attachments. This contract consists of fifteen pages including the following attachments which are incorporated herein:

Attachment A - Scope of Work to be Performed

Attachment B - Payment Provisions and Monitoring & Reporting Requirements

Attachment C - Standard Agreement Provisions (effective date 10/1/24)

8. Subcontracts. In accordance with Vermont Agency of Administration Bulletin 3.5, the Contractor may not assign, subcontract or sub-grant the performance of a Contract or any portion thereof to any other subcontractor without the prior written approval. If subcontracting is approved by the State, the Contractor remains responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under the Contract. When a contract involves subcontracting (sub-agreement), the State encourages the Contractor to follow a fair and open award process and create clear and thorough subcontracts to enable the Contractor to properly monitor the performance and compliance of the subcontractor(s). Contractors shall include the provisions of Attachment C listed in this agreement, in Contractor's subcontracts for work that is to be performed solely for the State of Vermont or performed in the State of Vermont.

Contract # 07110-MP-2025-Middlesex-38

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

10. Counterparts: This contract shall be executed in two counterparts, with each party hereto retaining a fully executed original

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

For the Town:

Signature: Liz Scharf
Digitally signed by Liz Scharf
 Date: 2025.07.08 13:33:22 -04'00'

Name: Liz Scharf

Title: Chair, Middlesex Select Board

Date: 7/8/2025

For the Contractor:

Signature: Christian Meyer

Name: Christian Meyer

Title: Executive Director

Date: 7/8/2025

ATTACHMENT A

Scope of Work to be Performed

I. Objective:

This project will develop a plan to identify, prioritize and address the failure of town roads to meet the varied uses of the roads due to undersized driveway culverts and deferred repairs that have resulted in unsafe travel and the loss of access to many structures both for residents and first responders, particularly during mud season and storm conditions.

II. Activity(s) to be Performed:

Tasks	Estimated Completion date
Task 1: Culvert inventory. Update culvert inventory for all Structures	9/1/25
Task 2: Desktop review. Review sizing for all culverts under 36"	9/1/25
Task 3: Support and supervision of field work and desktop review	9/1/25
Task 4: Public meeting/local concerns meeting to share information gathered from survey and inform town members about road needs and conditions and costs associated with improvements. This would be handled in association with the town Roads Committee.	TBD
Task 5: Survey. Obtain input on needs, problem areas the appropriate level of service	TBD
Task 6: Planning Team Meetings. Hold meetings with planning team for coordination and survey development	Summer and Fall '25
Task 7: Cost Budgets. Develop capital plan budgets	Fall '25
Task 8: Mapping. Develop maps for final report	11/1/25
Task 9: Develop Final Report. Consolidate all data collection and budgets in final report. Organize a meeting to present final report	12/31/25
Task 10: Outreach Mailing. Mailing of postcards to all residents	TBD

III. GIS Work

For any projects including a GIS component:

1. The Grantee shall ensure that any contracts, subgrant agreements or subcontracts that are issued through this grant to develop GIS data shall require that the contractor, subgrantee, or subcontractor complete the [GIS Data Submission Online Intake Form](#) as part of its final work product.
2. With the GIS Data Submission Online Intake Form, Grantee shall also submit digital copies of GIS data produced with the Grant Award or any portion thereof if such data is not already available in the Vermont Open Geodata Portal. Digital GIS data includes spatial and tabular data attributes, documentation files, and must meet applicable standards as to data format and documentation of all products using the VGIS metadata standard. *Note: It is not necessary to submit subsets of data layers that are already listed in the VGIS Data Catalog (data hosted at*

the Vermont Open Geodata Portal). A subset would be an extract of existing data, such as road centerline data, for example.

3. Digital Spatial Data will be submitted via the GIS Data Submission Online Intake Form as a single .zip file with documents in the Vermont State Plane Coordinate System, as specified in Title 1, Chapter 17 § 671- 679. Any of the following file formats is acceptable:
 - a. .shp (Shapefile – which also consist of files with other extensions such as .dbf and .shx)
 - b. .dwg (CAD file)
 - c. .dxf (CAD file)
4. All data and materials created or collected under this Agreement – including all digital data – are public records. The parties may utilize the information for their own purposes but shall not copyright these materials.

IV. Final Documents

All paper and electronic documents, plans, data, materials, and work products produced with State grant funding are public records. The parties may utilize the information for their own purposes but shall not copyright these materials. No proprietary products may be produced without authorization in writing by the Department of Housing and Community Development.

ATTACHMENT B

Payment Provisions & Reporting Requirements

PAYMENT PROVISIONS

The Contractor shall provide the services listed in Attachment A to the Town of Middlesex at the rates listed in the scope of work attached to this Agreement.

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

The Town agrees to compensate the Contractor for services performed as defined in the Scope of Work, up to the maximum amount, provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this grant.

Payment. Work performed will be paid as follows:

Tasks	Personnel Cost	Material Description	Material Cost (\$)	Total Cost
Task 1: Culvert inventory. Update culvert inventory for all Structures	\$ 5,225.00	Travel	\$ 200.00	\$ 5,425.00
Task 2: Desktop review. Review sizing for all culverts under 36"	\$ 825.00			\$ 825.00
Task 3: Supervision/on field work and desktop review. Provide support and Supervision to intern	\$ 900.00			\$ 900.00
Task 4: 2 Public Meetings. Local concerns Meeting	\$ 1,800.00	Travel	\$ 20.00	\$ 1,820.00
Task 5: Survey. Obtain input on needs and problem areas	\$ 400.00			\$ 400.00
Task 6: Planning Team Meetings. Hold meetings with planning team for coordination and survey development	\$ 720.00			\$ 720.00
Task 7: Cost Budgets. Develop capital plan budgets	\$ 900.00			\$ 900.00
Task 8: Mapping. Develop maps for final report	\$ 1,455.00			\$ 1,455.00
Task 9: Develop Final Report. Consolidate all data collection and budgets in final report	\$ 1,350.00			\$ 1,350.00
Task 10: Outreach Mailing. Mailing of postcards to all residents	\$ 440.00	Postcards and postage	\$ 500.00	\$ 940.00
			TOTAL	\$ 14,735.00

Contract # 07110-MP-2025-Middlesex-38

The Town shall pay, or cause to be paid, to the Contractor progress payments as defined above. Requests for payment shall be accompanied by progress reports and be made directly to the Town for all work.

The Town shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on invoices under this Agreement. Invoices for costs should be itemized in accordance with the payment provisions described previously in Attachment B.

The Contractor shall immediately notify the Town if costs for the performance of any task exceeds, or is expected to exceed, the written estimate. The Town is not obligated to authorize additional expenditures. The Contractor will not be reimbursed for any services or expenses which have not been previously approved by the Town.

Sub-contractor rates shall be consistent with those provided in the Contractor's scope of work. Markups for sub-contractors will not exceed 10%. Markups for equipment, regular site costs (such as utilities) and primary Contractor services (such as telephone calls, copying, mailing costs, meals, lodging) are not allowed under this Agreement.

Invoicing. The Contractor shall submit invoices to the Town as noted above. Charges will be separated by task as designated by the Town in this Agreement. Progress reports shall accompany all invoices and shall describe work completed during the invoice period.

All invoices shall be sent to: Cheryl Grandfield
Middlesex Town Treasurer
5 Church Street
Middlesex, VT 05602

The Town will seek to make payments within forty-five (45) days of receipt of an invoice from the Contractor. If the work described in any invoice has not been completed to the satisfaction of the Town, as determined by the project manager, the Town reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges. The final payment will be paid upon final project completion and acceptance by the Town.

REPORTING REQUIREMENTS

Reporting is **REQUIRED** under this Agreement.

- Regular Progress Reports submitted with invoices.
- Significant developments as soon as possible after they occur.
- Other reports as may be required by the funding agency.

Regular Progress Reporting. Accompanying each invoice will be a succinct and specific report on the progress that has been achieved on the Contractor's Scope of Work with regard to milestones, deliverables, and schedule, and in relation to the expenditures the Contractor is invoicing for reimbursement.

Significant Development Report. The Contractor must report the following events by e-mail to the Town's Project Manager as soon as possible after they occur:

- 1) Developments that have a significant favorable impact on the project.
- 2) Problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the objectives of the award.

Other Reports. The Town's funding agency may request or require other reports during the Agreement period. If the Town requires Contractor's assistance to complete this reporting, Contractor shall provide the necessary information requested by the Town.

The Town must submit a final report to the Vermont Department of Housing and Community Development . It is imperative that the Contractor supplies the Town with the necessary information so that the Town can provide this report in a timely manner.

ATTACHMENT C

Standard Agreement Provisions

REVISED OCTOBER 1, 2024

1. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the Town of Middlesex (hereafter “Town”) 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 of Vermont 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 the 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 Town 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 Town regarding its performance under this Agreement. The Party agrees that the Town shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The Town reserves all immunities, defenses, rights, or actions arising out of the Town’s status under the laws of the State of Vermont. No waiver of the Town’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the Town’s entry into this Agreement.
5. **No Employee Benefits For the Party:** The Party understands that the Town 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 Town employees, nor will the Town 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 Town.
7. **Defense and Indemnity:**
 - a. The Party shall defend the Town 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 Town 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 Town retains the right to participate at its

own expense in the defense of any claim. The Town 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 Town and its officers and employees if the Town, 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 Town 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, the 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/RiskClaims-COI>.

9. **Reliance by the Town on Representations:** All payments by the Town 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 Town under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the Town to otherwise limit the 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 Town Information:**

a. As between the Town and the Party, "Town Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. The Party acknowledges that certain Town Data to which the Party may have access may contain information that is deemed confidential by the Town, 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 Town Data").

b. With respect to Town Data, the 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, the Party shall dispose of or retain Town Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the Town.

c. With respect to Confidential Town Data, the Party shall:

i. strictly maintain its confidentiality;

- ii. not collect, access, use, or disclose it except as necessary to provide services to the Town 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 Town of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential Town Data so that the Town 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 Town Data remaining in its possession or control.
- d. If the Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential Town Data in any electronic form or media, the Party shall utilize:
- i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential Town Data while in transit and at rest;
 - iv. measures to ensure that the Town Data shall not be altered without the prior written consent of the Town;
 - v. measures to protect against destruction, loss, or damage of Town 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 Town 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 Town.
- f. The Party shall notify the Town within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any Town Data.
- g. State of Vermont Cybersecurity Standard Update: The Party confirms that all products and services provided to or for the use of the Town 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 Town 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, the 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 Town, State of Vermont 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:** The 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. The 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 Town may offset any sums which the Party owes the Town 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 of Vermont:** The 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 Town 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.) The Party states that, as of the date this Agreement is signed, the 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. The 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, the 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:** The 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 Town. The Party shall be responsible and liable to the Town for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with the 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 Town 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). The 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 Town Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State of Vermont"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("Town Facilities"); and Section 32.A ("Certification Regarding Use of State of Vermont Funds").

20. **No Gifts or Gratuities:** The 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 Town during the term of this Agreement.

21. **Regulation of Hydrofluorocarbons:** The Party confirms that all products provided to or for the use of the Town under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

22. **Certification Regarding Debarment:** The Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither the Party nor the 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. The Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, the Party is not presently debarred, suspended, nor named on the State of Vermont's debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

24. **Vermont Public Records Act:** The Party acknowledges and agrees that this Agreement, any and all information obtained by the Town from the Party in connection with this Agreement, and any obligations of the Town 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 Town 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:** The Party shall not use the Town's logo or otherwise refer to the Town 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 Town.

27. **Termination:**

a. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the Town (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the Town 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 Town may suspend or cancel this Agreement immediately, and the Town shall have no obligation to pay the Party from Town 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 Town. All Town property, tangible and intangible, shall be returned to the Town upon demand at no additional cost to the Town in a format acceptable to the Town.

28. **Continuity of Performance:** In the event of a dispute between the Party and the Town, 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. **Town Facilities:** If the Town makes space available to the Party in any Town 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, Town

facilities, which shall be made available upon request. Town facilities will be made available to the 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, the Party must disclose, in a timely manner, in writing to the Town, 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 of Vermont-Funded Grants:**

- a. **Certification Regarding Use of State of Vermont Funds:** If the Party is an employer and this Agreement is a State of Vermont-funded grant in excess of \$1,000, the Party certifies that none of these State of Vermont funds will be used to interfere with or restrain the exercise of the Party's employee's rights with respect to unionization.
- b. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State of Vermont funded grant, the Party hereby represents: (i) that it has signed and provided to the Town 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)

VERMONT MUNICIPAL PLANNING GRANT PROGRAM FY 25
CONTRACT FOR PERSONAL SERVICES
 BETWEEN
 THE TOWN OF ORANGE
 AND
 THE CENTRAL VERMONT REGIONAL PLANNING COMMISSION

Part 1 – Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION

Original <input checked="" type="checkbox"/>		Amendment <input type="checkbox"/> # _____	
Contract Amount: \$21,289		Contract Start Date: 6/1/2025	Contract End Date: 02/26/2027
Contractor Name: Central Vermont Regional Planning Commission			
Contractor Physical Address: 29 Main Street, Suite 4			
City: Montpelier		State: VT	Zip Code: 05602
Contractor Mailing Address: 29 Main Street, Suite 4			
City: Montpelier		State: VT	Zip Code: 05602
Contract Type: Cost Reimbursement <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Other <input type="checkbox"/> (please specify)			
If this action is an amendment, the following is amended:			
Funding Amount <input type="checkbox"/> Performance Period <input type="checkbox"/> Scope of Work <input type="checkbox"/>			
Other <input type="checkbox"/> (please specify)			

SECTION 2 – CONTRACTOR INFORMATION

Contractor Duns/UEI: L97JQHE86VX3		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions		
(https://sam.gov/SAM/ Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.)		
Date: 6/2/2025	Initials: nlc	SAM Expiration Date: 12/17/25
State of Vermont checked for Debarment Exclusions		
(http://bgs.vermont.gov/purchasing-contracting/debarment. Print Screen Must be Placed in Contract File. Both the name of the entity and name of the primary point of contact must be checked.)		
Date: 5/8/25	Initials: nlc	Debarment Expiration Date: n/a
Risk Assessment completed (Questions for contractor at ..\..\Forms\Risk Assessment Contractor Questions.docx. Staff completes assessment at ..\..\Forms\Risk Assessment Contractor.docx. Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date: 5/8/25	Initials: nlc	
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx. Print screen must be placed in contract file)		
Date: 5/8/25	Initials: nlc	
IRS Form W9 - Request for Taxpayer Identification Number and Certification (Contractor must complete a Form W-9. Form must be placed in contract file.)		
Date: 6/2/25	Initials: nlc	

Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.) Date: 6/2/25 Initials: nlc	
Will the Contractor Charge the Town for Taxable Purchases? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> [Provide written documentation of answer from contractor. If yes, Town tax exemption certificate must be provided to contractor (obtain from Town finance staff). Town is not subject to sales tax.] Date: 6/2/25 Initials: nlc	
Contract Total Value exceeds \$250,000? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers) Date: 6/9/25 Initials: nlc	
SECTION 3 – FUNDING SOURCE	
Awarding Entity: Vermont Agency of Commerce and Community Development (ACCD) ACCD	
Contract #:	
Funding Type: <input type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Municipal <input type="checkbox"/> Other CFDA/ALN #: _____ Program Title: Municipal Planning Grant Source: (ex. private, non-profit, etc.)	
SECTION 4 – CONTACT INFORMATION	
TOWN OF Orange Project Contact/Coordinator Name: Lee Cattaneo Title: Planning Commission Chair Work Phone: 802-595-3800 Email: cattaneo241@msn.com Finance/Billing Name: Steve Simpson Title: Orange Select Board Chair Work Phone: 802-345-8761 Email: ssimpson@orangevt.org	CONTRACTOR Project Contact/Manager Name: Eli Toohey Title: Planner Work Phone: 802-262-1018 Email: toohey@cvregion.com Finance/Billing Name: Dee Gish Title: Finance Manager Work Phone: 802-223-1977 Email: gish@cvregion.com

Part 2 – Contract Agreement

STANDARD CONTRACT FOR SERVICES

1. Parties: This is a contract for personal services between the Town of Orange, Vermont (Town) and Central Vermont Regional Planning Commission (Contractor), its principal place of business in Montpelier, Vermont. Contractor's form of business organization is Subdivision of the State of Vermont. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter: The subject matter of this contract is personal services generally on the subject of providing Town Plan Update. Detailed services that Contractor will provide are described in Attachment A.

3. Maximum Amount: In consideration of the services to be performed by Contractor, Town agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$21,289.00.

4. Contract Term: The period of Contractor's performance shall begin on June 1, 2025, and end on February 26, 2027.

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 Contractor and Town.

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 twenty-three pages including the following Attachments that are incorporated herein:

Attachment A:	Specifications of work to be performed (Work Plan in Grant)
Attachment B:	Payment Provisions and Monitoring & Reporting Requirements
Attachment C:	Standard State Provisions for Contracts and Grants (revised October 1, 2024)

8. Subcontracts. In accordance with Vermont Agency of Administration Bulletin 3.5, the Contractor may not assign, subcontract or sub-grant the performance of a Contract or any portion thereof to any other subcontractor without the prior written approval. If subcontracting is approved by the State, the Contractor remains responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under the Contract. When a contract involves subcontracting (sub-agreement), the State encourages the Contractor to follow a fair and open award process and create clear and thorough subcontracts to enable the Contractor to properly monitor the performance and compliance of the subcontractor(s). Contractors shall include the provisions of Attachment C listed in this agreement, in Contractor's subcontracts for work that is to be performed solely for the State of Vermont or performed in the State of Vermont.

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

10. Counterparts: This contract shall be executed in two counterparts, with each party hereto retaining a fully executed original

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

For the Town:

Signature: _____
Name: _____
Title: _____
Date: _____

For the Contractor:

Signature: _____
Name: Christian Meyer
Title: Executive Director
Date: _____

ATTACHMENT A

Scope of Work to be Performed

I. Objective:

This project will update the Orange Municipal Plan.

II. Activity(s) to be Performed:

Tasks	Estimated Completion date
Task 1: Planning Road Map (drafting)	June, 2025
Task 2: Public Outreach, Survey and Communications Plan (drafting)	September, 2025
Task 3: Meeting One w/PC	June 11, 2025
Task 4: Survey Implementation	October, 2025
Task 5: Survey & Interviews (processing results)	December, 2025
Task 6: Community Assessment (processing results)	December, 2025
Task 7: Plan Writing	May, 2026
Task 8: Mapping and Data	May, 2026
Task 9: Meeting Two w/PC	February, 2026
Task 10: Vision Statement + Goals and Objectives	March, 2026
Task 11: Meeting Three Public Outreach [Draft Vision Statement + Goals/Objectives]	April, 2026
Task 12: Meeting Four Public Outreach - Mapping, public Engagement	June, 2026
Task 13: Public Hearing(s)	July-September, 2026
Task 14: Plan Writing - finalization	June, 2026
Task 15: Meeting Five w/PC [draft Plan finalization.]	July, 2026
Task 16: Submission of Final Plan for adoption process	August, 2026

III. GIS Work

For any projects including a GIS component:

1. The Grantee shall ensure that any contracts, subgrant agreements or subcontracts that are issued through this grant to develop GIS data shall require that the contractor, subgrantee, or subcontractor complete the [GIS Data Submission Online Intake Form](#) as part of its final work product.
2. With the GIS Data Submission Online Intake Form, Grantee shall also submit digital copies of GIS data produced with the Grant Award or any portion thereof if such data is not already available in the Vermont Open Geodata Portal. Digital GIS data includes spatial and tabular

data attributes, documentation files, and must meet applicable standards as to data format and documentation of all products using the VGIS metadata standard. *Note: It is not necessary to submit subsets of data layers that are already listed in the VGIS Data Catalog (data hosted at the Vermont Open Geodata Portal). A subset would be an extract of existing data, such as road centerline data, for example.*

3. Digital Spatial Data will be submitted via the GIS Data Submission Online Intake Form as a single .zip file with documents in the Vermont State Plane Coordinate System, as specified in Title 1, Chapter 17 § 671- 679. Any of the following file formats is acceptable:
 - a. .shp (Shapefile – which also consist of files with other extensions such as .dbf and .shx)
 - b. .dwg (CAD file)
 - c. .dxf (CAD file)
4. All data and materials created or collected under this Agreement – including all digital data – are public records. The parties may utilize the information for their own purposes but shall not copyright these materials.

IV. Final Documents

All paper and electronic documents, plans, data, materials, and work products produced with State grant funding are public records. The parties may utilize the information for their own purposes but shall not copyright these materials. No proprietary products may be produced without authorization in writing by the Department of Housing and Community Development.

ATTACHMENT B

Payment Provisions & Reporting Requirements

PAYMENT PROVISIONS

The Contractor shall provide the services listed in Attachment A to the Town of Orange at the rates listed in the scope of work attached to this Agreement.

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

The Town agrees to compensate the Contractor for services performed as defined in the Scope of Work, up to the maximum amount, provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this grant.

Payment. Work performed will be paid as follows:

Tasks	Personnel Cost	Material Description	Material Cost (\$)	Total Cost
Task 1: Planning Road Map (drafting)	\$648			\$648
Task 2: Public Outreach, Survey and Communications Plan (drafting)	\$1,296			\$1,296
Task 3: Meeting One w/PC	\$830			\$830
Task 4: Survey Implementation	\$1,620			\$1,620
Task 5: Survey & Interviews (processing results)	\$810			\$810
Task 6: Community Assessment (processing results)	\$810			\$810
Task 7: Plan Writing	\$4,860			\$4,860
Task 8: Mapping and Data	\$3,240			\$3,240
Task 9: Meeting Two w/PC	\$668			\$668
Task 10: Vision Statement + Goals and Objectives	\$1,215			\$1,215
Task 11: Meeting Three Public Outreach [Draft Vision Statement + Goals/Objectives]	\$1,215			\$1,215
Task 12: Meeting Four Public Outreach - Mapping, public Engagement	\$1,215			\$1,215
Task 13: Public Hearing(s)	\$668			\$668

Task 14: Plan Writing - finalization	\$648			\$648
Task 15: Meeting Five w/PC [draft Plan finalization.]	\$648			\$648
Task 16: Final Edit/Formatting of Town Plan Draft	\$648			\$648
Task 17: Submission of Final Plan for adoption process		printing	\$250	\$250
			TOTAL	\$21,289

The Town shall pay, or cause to be paid, to the Contractor progress payments as defined above. Requests for payment shall be accompanied by progress reports and be made directly to the Town for all work.

The Town shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on invoices under this Agreement. Invoices for costs should be itemized in accordance with the payment provisions described previously in Attachment B.

The Contractor shall immediately notify Town if costs for the performance of any task exceeds, or is expected to exceed, the written estimate. The Town is not obligated to authorize additional expenditures. The Contractor will not be reimbursed for any services or expenses which have not been previously approved by the Town.

Sub-contractor rates shall be consistent with those provided in the Contractor's scope of work. Markups for sub-contractors will not exceed 10%. Markups for equipment, regular site costs (such as utilities) and primary Contractor services (such as telephone calls, copying, mailing costs, meals, lodging) are not allowed under this Agreement.

Invoicing. The Contractor shall submit invoices to the Town as noted above. Charges will be separated by task as designated by the Town in this Agreement. Progress reports shall accompany all invoices and shall describe work completed during the invoice period.

All invoices shall be sent to: Orange Town Clerk
392 US Route 302
Orange, VT 05641

The Town will seek to make payments within forty-five (45) days of receipt of an invoice from the Contractor. If the work described in any invoice has not been completed to the satisfaction of the Town, as determined by the project manager, the Town reserves the right to withhold payment until

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the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges. The final payment will be paid upon final project completion and acceptance by the Town.

REPORTING REQUIREMENTS

Reporting is **REQUIRED** under this Agreement.

- Regular Progress Reports submitted with invoices.
- Significant developments as soon as possible after they occur.
- Other reports as may be required by the funding agency.

Regular Progress Reporting. Accompanying each invoice will be a succinct and specific report on the progress that has been achieved on the Contractor's Scope of Work with regard to milestones, deliverables, and schedule, and in relation to the expenditures the Contractor is invoicing for reimbursement.

Significant Development Report. The Contractor must report the following events by e-mail to the Town's Project Manager as soon as possible after they occur:

- 1) Developments that have a significant favorable impact on the project.
- 2) Problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the objectives of the award.

Other Reports. The Town's funding agency may request or require other reports during the Agreement period. If the Town requires Contractor's assistance to complete this reporting, Contractor shall provide the necessary information requested by the Town.

Central Vermont Regional Planning Commission will invoice Orange monthly. Payments will be made to CVRPC;

Central Vermont Regional Planning Commission
29 Main Street, Suite 4
Montpelier VT 05602

Include Town Plan Update – Orange in the memo

ATTACHMENT C

Standard Agreement Provisions

REVISED OCTOBER 1, 2024

- 1) **Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee, or Subrecipient, with whom the Town of Orange (hereafter "Town") 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 of Vermont 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 the 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 Town 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 Town regarding its performance under this Agreement. The Party agrees that the Town shall not be required to submit to binding arbitration or waive its right to a jury trial.
- 4) **Sovereign Immunity:** The Town reserves all immunities, defenses, rights, or actions arising out of the Town's status under the laws of the State of Vermont. No waiver of the Town's immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the Town's entry into this Agreement.
- 5) **No Employee Benefits For the Party:** The Party understands that the Town 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 Town employees, nor will the Town 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 Town.
- 7) **Defense and Indemnity:**
 - a) The Party shall defend the Town 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 Town 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 Town retains the right to participate at its own expense in

the defense of any claim. The Town 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 Town and its officers and employees if the Town, 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 Town 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, the 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/RiskClaims-COI>.
- 9) Reliance by the Town on Representations:** All payments by the Town 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 Town under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the Town to otherwise limit the 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 Town Information:

- a) As between the Town and the Party, "Town Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. The Party acknowledges that certain Town Data to which the Party may have access may contain information that is deemed confidential by the Town, 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 Town Data").
- b) With respect to Town Data, the 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, the Party shall dispose of or retain Town Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the Town.
- c) With respect to Confidential Town Data, the Party shall:
 - i) strictly maintain its confidentiality;
 - ii) not collect, access, use, or disclose it except as necessary to provide services to the Town 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 Town of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential Town Data so that the Town 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 Town Data remaining in its possession or control.
- d) If the Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential Town Data in any electronic form or media, the Party shall utilize:
 - i) industry-standard firewall protection;
 - ii) multi-factor authentication controls;
 - iii) encryption of electronic Confidential Town Data while in transit and at rest;
 - iv) measures to ensure that the Town Data shall not be altered without the prior written consent of the Town;
 - v) measures to protect against destruction, loss, or damage of Town 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 Town 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 Town.
- f) The Party shall notify the Town within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any Town Data.
- g) State of Vermont Cybersecurity Standard Update: The Party confirms that all products and services provided to or for the use of the Town 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 Town 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, the 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 Town, State of Vermont 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:** The 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. The 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 Town may offset any sums which the Party owes the Town 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 of Vermont:** The 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 Town 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.) The Party states that, as of the date this Agreement is signed, the 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. The 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, the 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:** The 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 Town. The Party shall be responsible and liable to the Town for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with the 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 Town 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).

The 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 Town Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State of Vermont"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("Town Facilities"); and Section 32.A ("Certification Regarding Use of State of Vermont Funds").

- 20) No Gifts or Gratuities:** The 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 Town during the term of this Agreement.
- 21) Regulation of Hydrofluorocarbons:** The Party confirms that all products provided to or for the use of the Town under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.
- 22) Certification Regarding Debarment:** The Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither the Party nor the 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. The Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, the Party is not presently debarred, suspended, nor named on the State of Vermont's debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.
- 23) Conflict of Interest:** The Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 24) Vermont Public Records Act:** The Party acknowledges and agrees that this Agreement, any and all information obtained by the Town from the Party in connection with this Agreement, and any obligations of the Town 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 Town 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:** The Party shall not use the Town's logo or otherwise refer to the Town 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 Town.
- 27) Termination:**
- a) Non-Appropriation:** If this Agreement extends into more than one fiscal year of the Town (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the Town 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 Town may suspend or cancel this Agreement immediately, and the Town shall have no obligation to pay the Party from Town 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 Town. All Town property, tangible and intangible, shall be returned to the Town upon demand at no additional cost to the Town in a format acceptable to the Town.

28) Continuity of Performance: In the event of a dispute between the Party and the Town, 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) Town Facilities: If the Town makes space available to the Party in any Town 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, Town facilities, which shall be made available upon request. Town facilities will be made available to the 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, the Party must disclose, in a timely manner, in writing to the Town, 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 of Vermont-Funded Grants:

- a) **Certification Regarding Use of State of Vermont Funds:** If the Party is an employer and this Agreement is a State of Vermont-funded grant in excess of \$1,000, the Party certifies that none of these State of Vermont funds will be used to interfere with or restrain the exercise of the Party's employee's rights with respect to unionization.
- b) **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State of Vermont funded grant, the Party hereby represents: (i) that it has signed and provided to the Town 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)

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

STANDARD CONTRACT

Audit Support Services

Part 1 – Contract Detail		
SECTION 1 - GENERAL CONTRACT INFORMATION		
Original <input checked="" type="checkbox"/>	Amendment <input type="checkbox"/> # _____	
Contract Amount: \$5,000	Contract Start Date: 7/1/2025	Contract End Date: 12/31/2025
Contractor Name: The Ijaz Group		
Contractor Physical Address: 12528 Yates Ford Road		
City: Clifton	State: VA	Zip Code: 20124
Contractor Mailing Address: PO Box 319		
City: Clifton	State: VA	Zip Code: 20124
Contract Type: Cost Reimbursement <input checked="" type="checkbox"/> Fixed Price <input type="checkbox"/> Other <input type="checkbox"/> (please specify)		
<i>If this action is an amendment, the following is amended:</i> Funding Amount " Performance Period " Scope of Work " Other " (please specify)		
SECTION 2 – CONTRACTOR INFORMATION (to be completed by CVRPC)		
Contractor UEI: J6NJBFI6WP35		
DUNS Registered Name <i>(if different than Contractor Name above)</i> : The Ijaz Group, LLC		
SAM checked for DUNS Suspension and Debarment Exclusions (https://sam.gov/SAM/pages/public/index.jsf . Print Screen Must be Placed in Contract File)		
Date: 6/30/25	Initials: nlc	SAM Expiration Date: 03/04/26
State of Vermont checked for Debarment Exclusions (http://bgs.vermont.gov/purchasing-contracting/debarment . Print Screen Must be Placed in Contract File)		
Date: 6/30/25	Initials: nlc	Debarment Expiration Date: N/A
Risk Assessment completed. Contractor responses and completed risk assessment places in contract file. Contract modified to reflect assessment results.)		
Date: 6/30/25	Initials: nlc	
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file)		
Date: 6/30/25	Initials: nlc	
IRS Form W9 - Request for Taxpayer Identification Number and Certification		
Date: 6/30/25	Initials: nlc	

Certificate of Insurance (Contractor must provide a valid Certificate of Insurance demonstrating compliance with minimum insurance requirements of the originating funding. If originating funding has none, default minimums are State of Vermont requirements.)

Date: 6/30/25 Initials: nlc

Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒

If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]

Date: 6/30/25 Initials: nlc

Contract Total Value exceeds, or cumulatively may exceed, \$250,000? Yes ☐ No ☒

(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those Contractor's worker compensation providers)

Date: 6/30/25 Initials: nlc

SECTION 3 – FUNDING SOURCE

Funding Type: <input type="checkbox"/> Federal	CFDA #:	Program Title:
	FAIN:	Amount of Federal Funding: \$
	Federal Awarding Agency:	
	Federal Award Date:	Project Description:
<input type="checkbox"/> State	Contract #:	
<input checked="" type="checkbox"/> Other	Source: Administration (incorporated into indirect rate)	

SECTION 4 – CONTACT INFORMATION

CVRPC

Project Contact/Coordinator

Name: Christian Meyer
Title: Executive Director
Work Phone: 802-229-0389
Email: meyer@cvregion.com

Finance/Billing

Name: Dee Gish
Title: Finance Manager
Work Phone: 802-229-0389
Email: gish@cvregion.com

CONTRACTOR

Project Contact/Manager

Name: Ahsan Ijaz
Title: Chief Executive Officer
Work Phone: 703-622-8890
Email: aijaz@ijazgroup.com

Finance/Billing

Name: Ahsan Ijaz
Title: Chief Executive Officer
Work Phone: 703-622-8890
Email: aijaz@ijazgroup.com

Part 2 – Contract Agreement

STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the Central Vermont Regional Planning Commission (hereafter called “CVRPC”) and Ijaz Group LLC with its principal place of business at 12528 Yates Ford Road, Clifton, VA 20124 (hereafter called “Contractor”). Contractor’s form of business organization is limited liability company. It is the contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of services relating to CVRPC FY2025 financial audit support. Detailed services to be provided by the contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the CVRPC agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$5,000.

4. Contract Term. The period of contractor’s performance shall begin on July 1, 2025 and end on December 31, 2025.

5. Prior Approvals. Approval by the Executive Director is required for all contracts. If approval by the CVRPC Executive Committee is required, (greater than \$25,000), neither this contract nor any amendment to it is binding until it has been approved by the Committee.

Approval by the Executive Committee ☐ is / ☒ is not required.

6. Amendment. This contract represents the entire contract between the parties. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the CVRPC and Contractor.

7. Cancellation. This contract may be canceled by either Contractor by giving written notice at least 30 days in advance.

8. Attachments. This contract consists of 20 pages including the following attachments which are incorporated herein:

Attachment A - Scope of Work to be Performed

Attachment B - Payment Provisions and Monitoring & Reporting Requirements

Attachment C - Standard Agreement Provisions (effective date 02/26/18)

Attachment D - Provisions for Federally Funded Agreements


Attachment E - Other Provisions

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:


- 1) Standard Contract
- 2) Attachment E (if applicable)
- 3) Attachment D (if applicable)
- 4) Attachment C (Standard Agreement Provisions)
- 5) Attachment A (Scope of Work to be Performed)
- 6) List other attachments in order of precedence
- 7) Attachment B (Payment Provisions and Monitoring & Reporting Requirements)

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

For the CVRPC:

Signature: 
Name: Christian Meyer
Title: Executive Director
Date: 7/16/25

For the Contractor:

Signature: 
Name: Ahsan Ijaz
Title: Chief Executive Officer
Date: June 17, 2025

ATTACHMENT A

Scope of Work to be Performed

Objective: The Contractor shall perform accounting services in support of preparing for and participating in the Commission's FY2025 audit. If requested, services may also include training financial management staff. The service period begins July 1, 2025, and is expected to extend through December 31, 2025.

ACTIVITY(S) TO BE PERFORMED

- 1) Perform Accounting Services. Typical services include, but are not limited to:
 - Participate in Executive Committee meetings as requested.
 - Other duties as necessary
- 2) In support of the CVRPC financial manager, participate in CVRPC's Annual Audit. Typical services include, but are not limited to:
 - Assemble and prepare documents required by the auditor
 - Verify and, if necessary, reconcile revenues and expenses
 - Prepare schedule of federal expenditures
 - Reconcile year end expenses and bank statements
 - Reconcile payroll taxes with reporting
 - Update equipment inventory
 - Update depreciation schedule
 - Prepare list of year-end accounts payable and accrued expenses
 - Reconcile deferred grant revenue and refundable advances from funders
 - Reconcile of net assets classifications
 - Participate in audit field work and response to questions and requests from the auditor
 - Complete other duties as necessary
- 3) Other Services (as requested by CVRPC)
 - As necessary, ensure that CVRPC financial staff have all the required access to financial software and files, or other platforms used during the time when The Ijaz Group provided consulting accounting services to CVRPC. This includes but is not limited to Quickbooks desktop, Quickbook desktop backup files, Bill.com, ADP.
 - As appropriate, train CVRPC financial staff to operate the financial system successfully.

The Contractor will work with CVRPC's finance manager.

ATTACHMENT B

Payment Provisions and Monitoring & Reporting Requirements

PAYMENT PROVISIONS

The Contractor shall provide the services listed in Attachment A to CVRPC at the rates listed in the scope of work attached to this Agreement.

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

CVRPC agrees to compensate the Contractor for services performed as defined in the Scope of Work, up to the maximum amount, provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this grant.

Payment. Work performed will be paid as follows: Work performed will be paid on a Cost Reimbursement basis.

COST REIMBURSEMENT: Work that falls outside of scope and performed with prior consent of CVRPC:

<i>Labor Category</i>	<i>Billable Rate</i>
Director	\$300
Senior Manager	\$250
Manager	\$220
Senior Associate	\$160
Associate	\$100

The CVRPC shall pay, or cause to be paid, to the Contractor progress payments as defined above. Requests for payment shall be accompanied by progress reports and be made directly to the CVRPC for all work.

The CVRPC shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on invoices under this Agreement. Invoices for costs should be itemized in accordance with the payment provisions described previously in Attachment B.

The Contractor shall immediately notify CVRPC prior to completing work outside the scope of work for which an additional fee may be charged. CVRPC is not obligated to authorize additional expenditures. The Contractor will not be paid for any services or expenses which have not been previously approved by CVRPC.

Sub-contractor rates shall be consistent with those provided in Contractor's scope of work. Markups for sub-contractors will not exceed 10%. Markups for equipment, regular site costs (such as utilities) and primary Contractor services (such as telephone calls, copying, mailing costs, meals, lodging) are not allowed under this Agreement.

Invoicing. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by CVRPC.

All invoices shall be sent to: CVRPC Executive Director
29 Main Street, Suite 4
Montpelier, VT 05602
meyer@cvregion.com

The CVRPC will seek to make payments within forty-five (45) days of receipt of an invoice from the Contractor. If the work described in any invoice has not been completed to the satisfaction of CVRPC, as determined by the Executive Director, CVRPC reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges. The final payment will be paid upon final project completion and acceptance by the CVRPC.

MONITORING REQUIREMENTS

Monitoring is **REQUIRED** under this Agreement. Monitoring will include:

- Monitoring of pass through requirements.
- Comparison of actual accomplishments to Agreement objectives.
- Reasons why established goals were not met.
- Explanation of cost overruns or high unit costs.
- Significant developments.

REPORTING REQUIREMENTS

Reporting is **REQUIRED** under this Agreement.

- Regular Progress Reports submitted with invoices.
- Significant developments as soon as possible after they occur.
- Other reports as may be required by the funding agency.

Regular Progress Reporting. Accompanying each invoice will be a succinct and specific report on the progress that has been achieved on the Contractor's Scope of Work with regard to milestones, deliverables, and schedule, and in relation to the expenditures the Contractor is invoicing for reimbursement.

Significant Development Report. The Contractor must report the following events by e-mail to CVRPC's Project Manager as soon as possible after they occur:

- 1) Developments that have a significant favorable impact on the project.
- 2) Problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the objectives of the award.

Other Reports. CVRPC's funding agency may request or require other reports during the Agreement period. If CVRPC's requires Contractor's assistance to complete this reporting, Contractor shall provide the necessary information requested by CVRPC.

CVRPC must submit at least monthly financial reports and invoices to its funders. It is imperative that the Contractor supply the CVRPC with the necessary information so that the CVRPC can provide these reports in a timely manner.

Periodic reports, certified by an authorized agent of the Contractor, shall be submitted as required. Failure to submit timely, accurate, and fully executed reports shall constitute an "Event of Default" and will result in a mandate to return the funds already disbursed under this agreement, and/or the withholding of current and future payments under this Agreement until the reporting irregularities are resolved to the CVRPC's satisfaction.

ATTACHMENT C

Standard Agreement Provisions

REVISED OCTOBER 1, 2024

- 1) **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the Central Vermont Regional Planning Commission (hereafter “CVRPC”) 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 of Vermont 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 CVRPC 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 CVRPC regarding its performance under this Agreement. Party agrees that the CVRPC shall not be required to submit to binding arbitration or waive its right to a jury trial.
- 4) **Sovereign Immunity:** The CVRPC reserves all immunities, defenses, rights, or actions arising out of the CVRPC’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the CVRPC’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the CVRPC’s entry into this Agreement.
- 5) **No Employee Benefits For Party:** The Party understands that the CVRPC 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 CVRPC employees, nor will the CVRPC 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 CVRPC.
- 7) **Defense and Indemnity:**
 - a) The Party shall defend the CVRPC 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 CVRPC 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 CVRPC retains the right to participate at its own expense in

the defense of any claim. The CVRPC 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 CVRPC and its officers and employees if the CVRPC, 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 CVRPC 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/RiskClaims-COI>.
- 9) Reliance by the CVRPC on Representations:** All payments by the CVRPC 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 CVRPC under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the CVRPC 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 CVRPC Information:**
- a) As between the CVRPC and Party, "CVRPC Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain CVRPC Data to which the Party may have access may contain information that is deemed confidential by the CVRPC, 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 CVRPC Data").
 - b) With respect to CVRPC 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 CVRPC Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the CVRPC.
- c) With respect to Confidential CVRPC Data, Party shall:
 - i) strictly maintain its confidentiality;
 - ii) not collect, access, use, or disclose it except as necessary to provide services to the CVRPC 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 CVRPC of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential CVRPC Data so that the CVRPC 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 CVRPC Data remaining in its possession or control.
- d) If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential CVRPC 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 CVRPC Data while in transit and at rest;
 - iv) measures to ensure that the CVRPC Data shall not be altered without the prior written consent of the CVRPC;
 - v) measures to protect against destruction, loss, or damage of CVRPC 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 CVRPC 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 CVRPC.
- f) Party shall notify the CVRPC within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any CVRPC Data.
- g) State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the CVRPC 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 CVRPC 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 CVRPC, State of Vermont 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 CVRPC may offset any sums which the Party owes the CVRPC 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 of Vermont:** 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 CVRPC 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 CVRPC. Party shall be responsible and liable to the CVRPC 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 CVRPC 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 CVRPC Information”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State of Vermont”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“CVRPC Facilities”); and Section 32.A (“Certification Regarding Use of State of Vermont 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 CVRPC during the term of this Agreement.
- 21) Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the CVRPC 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 of Vermont’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 CVRPC from the Party in connection with this Agreement, and any obligations of the CVRPC 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 CVRPC 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 CVRPC’s logo or otherwise refer to the CVRPC 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 CVRPC.
- 27) Termination:**
- a) Non-Appropriation:** If this Agreement extends into more than one fiscal year of the CVRPC (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the CVRPC 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 CVRPC may suspend or cancel this Agreement immediately, and the CVRPC shall have no obligation to pay Party from CVRPC 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 CVRPC. All CVRPC property, tangible and intangible, shall be returned to the CVRPC upon demand at no additional cost to the CVRPC in a format acceptable to the CVRPC.

28) Continuity of Performance: In the event of a dispute between the Party and the CVRPC, 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) CVRPC Facilities: If the CVRPC makes space available to the Party in any CVRPC 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, CVRPC facilities, which shall be made available upon request. CVRPC 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 CVRPC, 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 of Vermont-Funded Grants:

- a) **Certification Regarding Use of State of Vermont Funds:** If Party is an employer and this Agreement is a State of Vermont-funded grant in excess of \$1,000, Party certifies that none of these State of Vermont 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 of Vermont funded grant, Party hereby represents: (i) that it has signed and provided to the CVRPC 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)