



Central Vermont Regional Planning Commission

August 31, 2026 Contracts Index

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

GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

N/A

CONTRACTS ISSUED

Master Agreements for Clean Water Partners –

Lamoille County Conservation District [Page 2](#)

Vermont Land Trust [Page 32](#)

FOR INFORMATION ONLY

GRANTS, CONTRACTS & SERVICE AGREEMENTS RECEIVED

N/A

GRANTS, CONTRACTS & SERVICE AGREEMENTS ISSUED

N/A

MASTER AGREEMENT

by and between

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

and

LAMOILLE COUNTY CONSERVATION DISTRICT

for

PROJECT MANAGEMENT SERVICES

CVRPC Agreement Number: 2023-12

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Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original ☒	Amendment ☐ #	
Contract Amount: \$	Contract Start Date: 06/05/2026	Contract End Date: 06/04/2029
Contractor Name: Lamoille County Conservation District		
Contractor Physical Address: 109 Professional Drive, Suite 2		
City: Morrisville	State: VT	Zip Code: 05661
Contractor Mailing Address: 109 Professional Drive, Suite 2		
City: Morrisville	State: VT	Zip Code: 05661
Contract Type: Cost Reimbursement ☐ Fixed Price ☐ Other ☐ (please specify)		
If this action is an amendment, the following is amended: Funding Amount ☐ Performance Period ☐ Scope of Work ☐ Other ☐ (please specify)		
SECTION 2 – CONTRACTOR INFORMATION		
Contractor Duns/UEI: FVDWFDG283		
DUNS/UEI Registered Name (if different than Contractor Name above):		
SAM checked for DUNS/UEI Suspension and Debarment Exclusions Date: 26 Aug 2026 Initials: bp SAM Expiration Date: 9 Jan 2027		
State of Vermont checked for Debarment Exclusions Date: 8 Aug 2025 Initials: bv Debarment Expiration Date: N/A		
Risk Assessment completed Date: 31 Oct 2024 Initials: bv		
Single Audit check in Federal Audit Clearinghouse Date: 26 Aug 2026 Initials: bp		
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: 31 Oct 2024 Initials: bv		
Certificate of Insurance Date: 1 Jan 2027 Initials: LF		
Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒ Date: 18 Dec 2024 Initials: bv		
Contract Total Value exceeds \$250,000? Yes ☐ No ☒ (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers) Date: 31 Oct 2024 Initials: bv		
SECTION 3 – FUNDING SOURCE		

Awarding Entity:	Vermont Department of Environmental Conservation		
Contract #:	06140-2023-CWSP-WID-05		
Funding Type:	☐ Federal ☒ State ☐ Municipal ☐ Other	CFDA/ALN #: Program Title: Source: (ex. private, non-profit, etc.)	
SECTION 4 – CONTACT INFORMATION			
CVRPC <u>Project Contact/Coordinator</u> Name: Brian Voigt Title: Senior Planner Work Phone: 802.262.1029 Email: voigt@cvregion.com <u>Finance/Billing</u> Name: Christian Meyer Title: Executive Director Work Phone: 802.229.0389 Email: meyer@cvregion.com		CONTRACTOR <u>Project Contact/Manager</u> Name: Emily Porter-Goff Title: Director Work Phone: 802.888.9218 Email: emily.portergoff@lamoillenrcd.org <u>Finance/Billing</u> Name: Kathy Gent Title: S&D Accounting Services Work Phone: 802.624.4148 Email: kathy.gent@sdaccountingvt.com	

Part 2: Agreement

STANDARD MASTER AGREEMENT FOR SERVICES

This agreement for PROJECT MANAGEMENT SERVICES (hereinafter "Agreement") is hereby made effective as of the 6th of June, 2026 (hereinafter the "effective date") by and between the Central Vermont Regional Planning Commission (hereinafter "CVRPC"), in its role as the Clean Water Service Provider for the Winooski River Basin, with its place of business located at 29 Main Street, Suite 4, Montpelier, VT 05602, and LAMOILLE COUNTY CONSERVATION DISTRICT (hereinafter "SUBGRANTEE") having offices located at 109 Professional Drive, Suite 2, Morrisville, VT 05661. The CVRPC and SUBGRANTEE are collectively referred to herein as the "Parties".

WITNESSETH THAT:

WHEREAS, CVRPC has entered into an agreement with the Department of Environmental Conservation pursuant to which CVRPC will receive funding to serve as the Clean Water Service Provider for the Winooski River Basin to assess, identify, develop, design, implement, operate, maintain and inspect non-regulatory, phosphorous-reduction water quality improvement projects to meet a phosphorous-reduction target specified by the VT Department of Environmental Conservation; and

WHEREAS CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, will solicit Calls for Applications; and

WHEREAS CVRPC, in conformance with the agreements and contracts, intends to grant sub-awards or enter into contracts (Project Contracts) with qualified municipalities and organizations for advancing water quality improvement projects prioritized by the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, and the Winooski Basin Water Quality Council; and

WHEREAS, the CVRPC has selected SUBGRANTEE, and SUBGRANTEE has agreed to perform the services for the terms and conditions set forth herein; and

WHEREAS, CVRPC and SUBGRANTEE wish to enter into this Master Agreement for Project Management Services ("Master Agreement") and agree that the terms and conditions herein shall govern all Project Contracts between the Parties.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties, intending to be legally bound hereby, agree with each other as follows:

Article 1 - Engagement

1.1 This Master Agreement shall govern all Project Contracts hereafter entered into between the Parties and shall supersede any other agreement or contract whose terms conflict herewith. The CVRPC hereby engages SUBGRANTEE, and SUBGRANTEE hereby agrees to perform, the services set forth herein in accordance with the terms and conditions in this services contract.

1.2 There is no minimum guarantee of any work under this contract. (See Article 7 for Terms and Conditions.)

1.3 The CVRPC shall pay SUBGRANTEE for these PROJECT MANAGEMENT SERVICES based on labor rates found in Attachment A. Individual projects under the contract will be released on a Task Order basis when the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, and the Winooski Basin Water Quality Council elect to proceed with a project.

1.4 The person in charge of administering the services under this Agreement on behalf of the CVRPC shall be Brian Voigt, (hereinafter the "CVRPC Representative") or such other officer of the CVRPC as shall be designated.

1.5 The person responsible for the services to be performed by SUBGRANTEE shall be Peter Danforth (hereinafter "SUBGRANTEE Representative") or such other person representative of SUBGRANTEE as is designated in writing by SUBGRANTEE and accepted by the CVRPC.

Article 2 - Description of Services

2.1 SUBGRANTEE shall perform the services set forth under Article 3 of this Agreement in a satisfactory manner, as reasonably determined by the CVRPC and based upon applicable regulations and accepted work practices specific to the type of services rendered. Task Orders will be on a time and materials basis, cost not to exceed an approved budget amount without prior authorization of the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, and the Winooski Basin Water Quality Council. SUBGRANTEE shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin; provided, however, SUBGRANTEE shall not be required to make such revisions at its

sole cost and expense where the revisions are based upon considerations outside the scope of services initially proposed to SUBGRANTEE in the Project Scope of Work.

2.2 All reports, drawings, and documents prepared by SUBGRANTEE under this agreement shall be submitted to the CVRPC for review and approval. The CVRPC shall review and respond to materials submitted by SUBGRANTEE within thirty (30) calendar days.

In the event the CVRPC disapproves of any of the submitted materials, or any portion thereof, or requires additional material within the scope of services to properly review the submission, SUBGRANTEE shall revise such disapproved work and submit the revised work or the additional required material for review and approval. Should these services result from corrections or revisions required because of errors or omissions by others not retained by SUBGRANTEE or are necessitated by a change in scope through no error of SUBGRANTEE, then compensation shall be as per Sub article 6.6.

2.3 In performing the scope of services required under this agreement, SUBGRANTEE shall consult with the CVRPC Representative, as appropriate, with other CVRPC employees or officials and with other persons or entities, as necessary, including the general public (through a process approved by CVRPC), local groups and organizations.

2.4 All of the materials prepared by SUBGRANTEE and paid for by the CVRPC under this agreement shall be the property of the CVRPC and will be used for reliance by them, the State of Vermont - Department of Environmental Conservation, and any participating municipality within which the project is located as designated by CVRPC.

Article 3 - Scope of Services

3.1 SUBGRANTEE will provide CVRPC with a separate proposal for each project in response to a Call for Applications issued by CVRPC in its role as the Clean Water Service Provider for the Winooski River Basin. Unless otherwise agreed, each proposal will be prepared at SUBGRANTEE's expense. Each proposal will include a Project Scope of Work, Project Organization and Staffing, Project Schedule with specified Commencement and Completion Dates, a lump sum or not-to-exceed Project Cost Estimate, and Project Minority Business Enterprise / Women's Business Enterprise (MBE/WBE) Fair Share Information. Each proposal will incorporate this Agreement by reference and shall be signed by SUBGRANTEE.

3.2 CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, along with the Winooski Basin Water Quality Council reserve the right to negotiate and approve or disapprove each proposal submitted. Proposals will be approved via a signed Engagement Letter (See Attachment B). Once a proposal has been approved, it shall become a Sub-grant or Contract, binding upon the Parties, and no changes to any Sub-grant or Contract shall be valid unless in writing and executed by the Parties.

3.3 CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, may, but need not, continue to contract with SUBGRANTEE for additional work on a project. Additionally, CVRPC reserves the right to award additional work to another prequalified contractor and/or put additional work out to competitive bid.

3.4 SUBGRANTEE will provide timely reports, invoices, and feedback to ensure compliance with reporting requirements.

Article 4 - Information to be furnished to Contractor

4.1 The CVRPC shall provide SUBGRANTEE with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder, and will endeavor to secure materials or information from other sources reasonably requested by SUBGRANTEE for the purpose of carrying out services under this Agreement.

Article 5 - Time of Performance

5.1 Time is of the essence in the performance of the scope of services under this Agreement. SUBGRANTEE shall commence performance of the services immediately upon execution of an Engagement Letter and shall proceed diligently and continuously to completion. SUBGRANTEE shall use its best efforts to perform the services so as to ensure that the requested scope of work described in the Project Scope of Work is complete within the proposed timeframe of this task order.

5.2 SUBGRANTEE shall perform services set forth in Article 3 of this Agreement at such times and in such sequence as may be required to successfully complete the scope of services.

5.3 This agreement shall remain in effect for a 3-year period ending on June 5, 2029, unless otherwise extended by CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin.

Article 6 – Compensation

6.1 Compensation will be based on subsequent task orders for individual projects and based on labor rates for all job categories and overhead rate and fee (Attachment A). This fee will be included in the Project Scope of Work and referenced in the Engagement Letter (Attachment B) and is not to be exceeded without CVRPC's prior approval. If the work described in any invoice has not been completed to the satisfaction of CVRPC, as determined by the CVRPC Representative, 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.

6.2 The CVRPC shall compensate SUBGRANTEE for satisfactory performance of the services required under Article 3 of this Agreement.

6.3 Monthly Report. SUBGRANTEE will provide brief summaries of technical information to assist CVRPC in preparing these reports at no additional charge.

6.4 Optional Services. Payment for optional services requested by the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, will be measured on a time and materials basis, using the SUBGRANTEE Labor and Rates included in Attachment A. If requested by the CVRPC, SUBGRANTEE will provide cost estimates for any or all of these services, which will be incorporated as Addenda to this Agreement.

6.5 Compensation provided under this Article constitutes full and complete payment for all costs assumed by SUBGRANTEE in performing the scope of services under this Agreement.

6.6 Payments to SUBGRANTEE under this Agreement shall be made by the CVRPC within thirty (30) days of submission of approvable invoices certified by the SUBGRANTEE Representative. Each invoice shall be accompanied by a letter summarizing the associated services performed and percentage complete. Invoices will be submitted by SUBGRANTEE to the CVRPC on a monthly basis and should be received by the 15th of the month if charges apply. An invoice template will be provided to the SUBGRANTEE by CVRPC.

6.7 Services rendered by SUBGRANTEE under this Agreement which are measured for payment on a time and materials basis shall utilize the rates as provided in Attachment A. These rates are to remain in effect for the first two years of this Agreement and may then be renegotiated on an annual basis. CVRPC reserves the right to reject new rates proposed.

Article 7 - Terms and Conditions

7.1 This agreement is subject to and incorporates the Contracting Provisions in Attachments C and D. Other Contracting Provisions may be incorporated at a later date if an alternate funding source is used.

7.2 This Agreement, its Terms and Conditions and any claims arising there from, shall be governed by Vermont law. SUBGRANTEE shall comply with all applicable laws, ordinances, and codes of the Federal government, the State of Vermont, and the municipalities within the CVRPC region or in which work is being conducted.

7.3 The CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, and SUBGRANTEE each binds itself, its partners, successors, assigns, legal representatives to the other party to this Agreement and to its partners, successors, assigns, legal representatives of such other party with respect to all covenants of this agreement.

7.4 This Agreement incorporates all the understandings of the parties hereto, and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to the matters contained herein.

7.5 Any waiver of the Terms and Conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this agreement.

7.6 Should changes to the scope of work under this Agreement be required, such changes and associated modifications in the amount of SUBGRANTEE's compensation shall be mutually agreed upon by the CVRPC and SUBGRANTEE and incorporated in written amendments executed by both parties to this Agreement.

7.7 Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by the CVRPC Representative or SUBGRANTEE Representative and delivered in hand or by mail to the party to whom it is directed, which until changed by written notice, are as follows:

SUBGRANTEE:

Emily Porter-Goff, Director
Lamoille County Conservation District
109 Professional Drive, Suite 2
Morrisville, VT 05661

CVRPC:

Christian Meyer, Executive Director
Central Vermont RPC
29 Main Street, Suite 4
Montpelier, VT 05602

7.8 No officer, member, or employee of the CVRPC or SUBGRANTEE, its designees or agents and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

7.9 SUBGRANTEE shall not assign any interest or responsibility in this Agreement and shall not transfer any interest in the same (whether by assignment or notation) without written approval of the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, provided, however, that claims for money due or to become due to SUBGRANTEE from the CVRPC under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly.

7.10 Sanctions for Noncompliance. SUBGRANTEE is hereby advised that failure of the SUBGRANTEE, or any subcontractors performing work under this Agreement, to carry out the requirements set forth in this Agreement shall constitute a breach of contract and, after the notification of the CVRPC funding source, may result in termination of this contract by the CVRPC or such remedy as the CVRPC deems necessary.

7.11 Termination for Cause or for Convenience. In the event the SUBGRANTEE materially fails to comply with any term of this Agreement, CVRPC may take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the SUBGRANTEE or more severe enforcement action by the CVRPC;
- b. Disallow all or part of the cost of the activity or action not in compliance;
- c. Wholly or partly suspend or terminate the current award for the SUBGRANTEE 's program;
- d. Withhold further awards for the program; or
- e. Take any other remedies that may be legally available.

In taking an enforcement action permitted above, the CVRPC will provide the SUBGRANTEE with an opportunity for such hearing, appeal, or other

administrative proceeding to which the SUBGRANTEE is entitled under any statute or regulation applicable to the action involved.

Costs resulting from obligations incurred by the SUBGRANTEE during a suspension or after termination are not allowable unless the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, expressly authorizes them in the notice of suspension or termination or subsequently. Other SUBGRANTEE costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if the costs result from obligations which are properly incurred by the SUBGRANTEE before the effective date of suspension or termination.

Except as provided above, this Agreement may be terminated by mutual consent of the CVRPC and the SUBGRANTEE subject to written termination conditions, including the effective date, and in the case of partial termination, the portion of the Agreement to be terminated, or by the SUBGRANTEE upon written notification to the CVRPC, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the CVRPC determines that the remaining portion of the award will not accomplish the purposes for which the Agreement was made, the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, may terminate the award in its entirety under the methods described above.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photos and reports or other materials prepared by the parties under this Agreement shall become the property of the funding source and the CVRPC. The SUBGRANTEE and any subcontractor(s) shall be entitled to receive just and equitable compensation for any said work completed on such documents, data, studies, surveys, drawing, maps, models, photos and reports or other materials.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed two counterparts of this Agreement as of the day, month and year as first written above.

CVRPC

BY: _____

NAME: Christian Meyer

Title: Executive Director

Date: _____

SUBGRANTEE

BY: _____

NAME: Emily Porter-Goff

Title: Director

Date: _____

Attachment A: Cost Proposal

Cost proposal the SUBGRANTEE included in their Statement of Qualifications.

Hourly Wage Rate	Director \$28 Specialists \$23
Overhead Rate	20%
Indirect Rate	15%
Hourly Equipment Rate	
Vehicle Mileage Rate	\$0.725 per mile
Markup Rate	
Type of Accounting System	

Attachment B: Sample Engagement Letter



DATE

Emily Porter-Goff, Director
Lamoille County Conservation District
109 Professional Drive, Suite 2
Morrisville, VT 05661

RE: **PROJECT TITLE** - Scope of Work and Cost Estimate

The Central Vermont Regional Planning Commission (CVRPC), in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski Basin Water Quality Council accepts your proposal for **PROJECT TITLE**. The total cost estimate for this work is **APPROVED AMOUNT**.

Under the terms of the Master Agreement, dated 5 June 2023, this acceptance letter, your proposal, and the Master Agreement comprise the Project Contract.

Sincerely,
Christian Meyer
Executive Director

The following portions of Part 1 – Contract Detail are amended as follows:

SECTION 1 - GENERAL CONTRACT INFORMATION			
Original ☐		Amendment ☒ #2023-xxx	
Task Amount: \$	Task Start Date:	Task End Date:	
Contract Type: Cost Reimbursement ☐ Fixed Price ☐ Other ☐ (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 – SUBGRANTEE INFORMATION			
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: Initials: SAM Expiration Date:			
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: Initials: Debarment Expiration Date:			
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: Initials:			
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file) Date: Initials:			
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: Initials:			
Contract Total Value exceeds \$250,000? Yes ☐ No ☐ (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers) Date: Initials:			

SECTION 3 – FUNDING SOURCE	
Awarding Entity:	
Contract #:	
Funding Type:	☐ Federal CFDA/ALN #: Program Title: ☐ State ☐ Municipal ☐ Other Source: (ex. private, non-profit, etc.)

The portions of Part 1 – Contract Detail items not noted above have not been changed and remain as presented in the original Master Agreement.

Attachment C: Standard State Provisions for Contracts and Grants

Revised: February 13, 2026

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

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party's invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

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

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor

will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

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

7. Defense and Indemnity:

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

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

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

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

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this

Attachment C as if fully set forth herein. A copy of the [Vermont State Insurance Specification](https://aoa.vermont.gov/Risk-Claims-COI) is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

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

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

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

12. Use and Protection of State Information:

A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").

B. With respect to State Data, Party shall:

- i. take reasonable precautions for its protection;
- ii. not rent, sell, publish, share, or otherwise appropriate it; and
- iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

C. With respect to Confidential State Data, Party shall:

- i. strictly maintain its confidentiality;
- ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
- iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;

- iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
- v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
- iv. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:

- i. industry-standard firewall protection;
- ii. multi-factor authentication controls;
- iii. encryption of electronic Confidential State Data while in transit and at rest;
- iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
- v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
- vi. training to implement the information security measures; and
- vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.

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

F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.

G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with [State of Vermont Cybersecurity Standard Update](#) in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>.

H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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

14. Nondiscrimination:

A. 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.

B. IT Accessibility Standards: Party acknowledges and agrees that any digital products, services, and content provided under this Agreement, whether supporting State programs or intended for the State's use, must adhere to the State's accessibility standards and guidelines as established by Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35) (hereinafter, for purposes of this subsection B, the "Rule"). The Rule requires communication and content on web platforms and mobile applications to meet or exceed specific success criteria and conformance requirements. The Rule applies to websites, software applications, electronic reports and output documentation, and training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), and other digital content. Information concerning the Rule and the State's Universal Digital Accessibility resources are available on the [State's Communications and Marketing Office website](https://cmo.vermont.gov) at: <https://cmo.vermont.gov>.

- i. Party warrants that the software, products, services, or subscriptions provided under this Agreement, whether supporting State programs or intended for the State's use (hereinafter, for purposes of this subsection B, "Products") comply with the Rule and agrees to defend, indemnify, and hold harmless the State against any claims related to a Product's non-compliance with the Rule.
- ii. When updates or upgrades are made to the Products available through this Agreement, the Party agrees:
 - a. to develop functionality that supports accessibility in conformance with the Rule and, if any issues arise due to nonconformance with the Rule, to provide alternative solutions upon request at no additional cost to the State; and
 - b. to document how the changes will impact or improve the Product's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the update or upgrade, occurring within an agreed timeframe sufficient for the State to review the changes and either approve them or request a remediation plan from the Party.
- iii. If agreed-upon updates fail to improve the Product's accessibility or usability as planned, such failure shall be a material breach of this Agreement.

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

16. Taxes Due to the State: Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

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

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement

with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor. In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011). Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Confidentiality and Protection of State Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

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

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

23. Conflict of Interest:

A. Organizational Conflict of Interest (OCOI): An OCOI arises when the Party as a business entity has an interest (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of this Agreement.

B. Personal Conflict of Interest (PCOI): A PCOI arises when an interest held by an agent or employee of the Party could undermine, or reasonably be perceived to undermine, the faithful and unbiased performance of this Agreement.

C. Requirements: Party shall not have PCOIs or OCOI's with respect to this Agreement nor with respect to any other agreement(s) it may hold with the State. To ensure that PCOIs and OCOIs do not exist, the Party shall:

- i. Conduct an internal review of its current affiliations and activities and employees and agents and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to this Agreement.
- ii. Maintain effective oversight to verify compliance with PCOI and OCOI prohibitions.
- iii. Prevent PCOIs, including not assigning or allowing an employee to perform any role or task under this Agreement for which the Party has identified a PCOI.
- iv. Inform employees and agents of their obligation to disclose PCOIs and to comply with the confidentiality provisions and any non-disclosure agreement required by this Agreement.
- v. Make an immediate and full disclosure, in writing, to the State point of contact for this Agreement of any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to this Agreement.

D. Remedies:

- i. In the event the State determines that a PCOI or OCOI exists, the State will discuss the matter with the Party to determine whether the PCOI or OCOI can be mitigated to the State's satisfaction.
- ii. If the State does not deem mitigation practicable, the State may terminate all or a portion of this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.
- iii. If Party fails to disclose facts pertaining to the existence of a potential or actual PCOI or misrepresents relevant information to the State, the State may terminate this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain

the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

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

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

27. Termination:

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

B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$1,000,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. **Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard State Provisions)

Attachment D: Other Provisions

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 CVRPC and the State of Vermont ("STATE"). Party shall be responsible and liability to CVRPC and the STATE for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to 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.

Party shall include all of the provisions of Attachment C in all subcontracts for work performed under this Master Agreement.

1. Cost of Materials: SUBGRANTEE will not buy materials and resell to the STATE at a profit.
2. Procurement: A SUBGRANTEE may propose to use Subcontractors to provide professional services such as engineering, ecological design, outreach, etc. to assist with discrete project phases as long as that Subcontractor is competitively procured consistent with Act 76, the Act 76 Rule and DEC guidance. For convenience, the CVRPC will prequalify engineering / consulting firms to assist the CVRPC and its SUBGRANTEES with carrying out projects in the Winooski River Basin. SUBGRANTEES may solicit quotes from this list of pre-qualified firms and/or from other firms when developing project applications to bring to the CVRPC and the Winooski Basin Water Quality Council for consideration. When a subgrant / contract is awarded to the SUBGRANTEE, the SUBGRANTEE must solicit cost proposals from at least three potential firms for any proposed subcontractors.

After selection, that subcontractor may continue to work on further phases for the SUBGRANTEE through construction/implementation of that clean water project provided that their costs are generally consistent with standard costs as identified by the Secretary of the Agency of Natural Resources as noted in Act 76 and as long as the CVRPC and/or its SUBGRANTEE who is managing the project is satisfied with their work. When a SUBGRANTEE is soliciting bids for Construction Services to physically

install / implement a water quality project, the SUBGRANTEE must competitively procure those services consistent with DEC Guidance.

Additionally, SUBGRANTEES shall abide by the following additional requirements:

- purchasing of goods shall require the solicitation of at least two different quotations, except when purchasing items valued at \$1,000.00 or less;
- records related to the procurement of services shall be retained for the term of the contract plus three years;
- records related to the procurement of goods shall be retained for one year after the audit covering the period of purchase of those goods;
- procurement of a good or category of goods totaling \$15,000.00 or greater from one vendor in one year shall be by written contract, and
- equipment and other durable assets purchased shall be maintained.

3. Prior Approval / Review of Releases: Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the SUBGRANTEE under this grant agreement shall be approved / reviewed by the CVRPC prior to release.

4. Ownership of Equipment: Any equipment purchased by or furnished to the SUBGRANTEE by the CVRPC or the STATE under this agreement is provided on a loan basis only and remains the property of the CVRPC or the STATE. All property acquired by SUBGRANTEE, partially or wholly funded under this Agreement, is to benefit the public. SUBGRANTEE is a trustee of said property and acknowledges that the STATE retains a controlling interest in all such property through its useful life. Title to vehicles, real property, and other property with an acquisition cost of \$5,000.00 or more per item continues to vest in STATE until STATE relinquishes its property rights in writing after the expiration of the useful life of said property. The determination of the useful life of property is solely the decision of the Administrator acting for STATE and shall be consistent with state guidance.

5. SUBGRANTEE's Liens: SUBGRANTEE will discharge any and all contractors' or mechanics' liens imposed on property of the STATE through the actions of subcontractors.

6. Davis-Bacon Act: The SUBGRANTEE will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.

7. Health Insurance Portability and Accountability Act (HIPAA): The confidentiality of any health care information acquired by or provided to the independent SUBGRANTEE shall be maintained in compliance with any applicable STATE or federal laws or regulations.

8. Title VI Nondiscrimination Statement: The STATE ensures compliance with Title VI of the Civil Act of 1964; 49 CFR, part 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U. S. Department of Transportation on the grounds of race, color, national origin, gender, age, or disability.

9. Drug Free Workplace: As an employer, the SUBGRANTEE is responsible for maintaining safe, efficient working conditions for its employees by providing a drug free workplace. Therefore, employees shall not engage in the unlawful manufacture, distribution, possession or use of controlled substances (drugs) on the job or on any work site. An employee who is under the influence of any drug on the job may pose serious safety and health risks not only to the user but to co-workers and the general public at large.

MASTER AGREEMENT

by and between

CENTRAL VERMONT REGIONAL PLANNING COMMISSION

and

VERMONT LAND TRUST

for

PROJECT MANAGEMENT SERVICES

CVRPC Agreement Number: 2023-13

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Part 1: Contract Detail

SECTION 1 - GENERAL CONTRACT INFORMATION			
Original ☒		Amendment ☐ #	
Contract Amount: \$0	Contract Start Date: 06/05/2026	Contract End Date: 06/04/2029	
Contractor Name: Vermont Land Trust			
Contractor Physical Address: 8 Bailey Avenue			
City: Montpelier		State: VT	Zip Code: 05602
Contractor Mailing Address: 8 Bailey Avenue			
City: Montpelier		State: VT	Zip Code: 05602
Contract Type: Cost Reimbursement ☒ Fixed Price ☐ Other ☐ (please specify)			
If this action is an amendment, the following is amended: Funding Amount ☐ Performance Period ☐ Scope of Work ☐ Other ☐ (please specify)			
SECTION 2 – CONTRACTOR INFORMATION			
Contractor Duns/UEI: MHPJZCMBQA17			
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: 26 Aug 2026 Initials: bp SAM Expiration Date: 19 Jan 2027			
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: 28 August 2026 Initials: LF 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: 22 September 2023 Initials: bv			
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file) Date: 26 August 2026 Initials: bp			

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: 30 August 2023

Initials: bv

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: 1 May 2026

Initials: bv

Will the Contractor Charge CVRPC for Taxable Purchases? Yes ☐ No ☒
[Provide written documentation of answer from contractor. If yes, CVRPC tax exemption certificate must be provided to contractor (obtain from CVRPC finance staff). CVRPC is not subject to sales tax.]

Date: 30 August 2023

Initials: bv

Contract Total Value exceeds \$250,000? Yes ☐ No ☒
(Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers)

Date: 30 August 2023

Initials: bv

SECTION 3 – FUNDING SOURCE

Awarding Entity: Vermont Department of Environmental Conservation

Contract #: 06140-2023-CWSP-WID-05

Funding Type: ☐ Federal CFDA/ALN #:
Program Title:

☒ State

☐ Municipal

☐ Other

Source: (ex. private, non-profit, etc.)

SECTION 4 – CONTACT INFORMATION

CVRPC

Project Contact/Coordinator

Name: Brian Voigt

Title: Senior Planner

Work Phone: 802-262-1029

Email: voigt@cvregion.com

Finance/Billing

Name: Christian Meyer

Title: Executive Director

Work Phone: 802-229-0389

Email: meyer@cvregion.com

SUBGRANTEE

Project Contact/Manager

Name: Allaire Diamond

Title: Ecologist

Work Phone: 802.861.6411

Email: Allaire@vlt.org

Finance/Billing

Name: David Morrissey

Title: Director of Finance

Work Phone: 802.989.0651

Email: dmorrissey@vlt.org

Part 2: Agreement

STANDARD MASTER AGREEMENT FOR SERVICES

This agreement for PROJECT MANAGEMENT SERVICES (hereinafter "Agreement") is hereby made effective as of the 6th of June, 2026 (hereinafter the "effective date") by and between the Central Vermont Regional Planning Commission (hereinafter "CVRPC"), in its role as the Clean Water Service Provider for the Winooski River Basin, with its place of business located at 29 Main Street, Suite 4, Montpelier, VT 05602, and VERMONT LAND TRUST (hereinafter "SUBGRANTEE") having offices located at 8 Bailey Avenue, Montpelier, VT 05602. The CVRPC and SUBGRANTEE are collectively referred to herein as the "Parties".

WITNESSETH THAT:

WHEREAS, CVRPC has entered into an agreement with the Vermont Department of Environmental Conservation pursuant to which CVRPC will receive funding to serve as the Clean Water Service Provider for the Winooski River Basin to assess, identify, develop, design, implement, operate, maintain and inspect non-regulatory, phosphorous-reduction water quality improvement projects to meet a phosphorous-reduction target specified by the Vermont Department of Environmental Conservation; and

WHEREAS CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, will solicit Calls for Applications; and

WHEREAS CVRPC, in conformance with the agreements and contracts, intends to grant sub-awards or enter into contracts (Project Contracts) with qualified municipalities and organizations for advancing water quality improvement projects prioritized by the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, and the Winooski Basin Water Quality Council; and

WHEREAS, the CVRPC has selected SUBGRANTEE, and SUBGRANTEE has agreed to perform the services for the terms and conditions set forth herein; and

WHEREAS, CVRPC and SUBGRANTEE wish to enter into this Master Agreement for Project Management Services ("Master Agreement") and agree that the terms and conditions herein shall govern all Project Contracts between the Parties.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties, intending to be legally bound hereby, agree with each other as follows:

Article 1 - Engagement

1.1 This Master Agreement shall govern all Project Contracts hereafter entered into between the Parties and shall supersede any other agreement or contract whose terms conflict herewith. The CVRPC hereby engages SUBGRANTEE, and SUBGRANTEE hereby agrees to perform, the services set forth herein in accordance with the terms and conditions in this services contract.

1.2 There is no minimum guarantee of any work under this contract. (See Article 7 for Terms and Conditions.)

1.3 The CVRPC shall pay SUBGRANTEE for these PROJECT MANAGEMENT SERVICES based on labor rates found in Attachment A. Individual projects under the contract will be released on a Task Order basis when the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, and the Winooski Basin Water Quality Council elect to proceed with a project.

1.4 The person in charge of administering the services under this Agreement on behalf of the CVRPC shall be Brian Voigt, (hereinafter the "CVRPC Representative") or such other officer of the CVRPC as shall be designated.

1.5 The person responsible for the services to be performed by SUBGRANTEE shall be Allaire Diamond (hereinafter "SUBGRANTEE Representative") or such other person representative of SUBGRANTEE as is designated in writing by SUBGRANTEE and accepted by the CVRPC.

Article 2 - Description of Services

2.1 SUBGRANTEE shall perform the services set forth under Article 3 of this Agreement in a satisfactory manner, as reasonably determined by the CVRPC and based upon applicable regulations and accepted work practices specific to the type of services rendered. Task Orders will be on a time and materials basis, cost not to exceed an approved budget amount without prior authorization of the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, and the Winooski Basin Water Quality Council. SUBGRANTEE shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin; provided, however, SUBGRANTEE shall not be required to make such revisions at its sole cost and expense where the revisions are based upon considerations

outside the scope of services initially proposed to SUBGRANTEE in the Project Scope of Work.

2.2 All reports, drawings, and documents prepared by SUBGRANTEE under this agreement shall be submitted to the CVRPC for review and approval. The CVRPC shall review and respond to materials submitted by SUBGRANTEE within thirty (30) calendar days.

In the event the CVRPC disapproves of any of the submitted materials, or any portion thereof, or requires additional material within the scope of services to properly review the submission, SUBGRANTEE shall revise such disapproved work and submit the revised work or the additional required material for review and approval. Should these services result from corrections or revisions required because of errors or omissions by others not retained by SUBGRANTEE or are necessitated by a change in scope through no error of SUBGRANTEE, then compensation shall be as per Sub article 6.6.

2.3 In performing the scope of services required under this agreement, SUBGRANTEE shall consult with the CVRPC Representative, as appropriate, with other CVRPC employees or officials and with other persons or entities, as necessary, including the general public (through a process approved by CVRPC), local groups and organizations.

2.4 All of the materials prepared by SUBGRANTEE and paid for by the CVRPC under this agreement shall be the property of the CVRPC and will be used for reliance by them, the State of Vermont - Department of Environmental Conservation, and any participating municipality within which the project is located as designated by CVRPC.

Article 3 - Scope of Services

3.1 SUBGRANTEE will provide CVRPC with a separate proposal for each project in response to a Call for Applications issued by CVRPC in its role as the Clean Water Service Provider for the Winooski River Basin. Unless otherwise agreed, each proposal will be prepared at SUBGRANTEE's expense. Each proposal will include a Project Scope of Work, Project Organization and Staffing, Project Schedule with specified Commencement and Completion Dates, a lump sum or not-to-exceed Project Cost Estimate, and Project Minority Business Enterprise / Women's Business Enterprise (MBE/WBE) Fair Share Information. Each proposal will incorporate this Agreement by reference and shall be signed by SUBGRANTEE.

3.2 CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, along with the Winooski Basin Water Quality Council reserve the

right to negotiate and approve or disapprove each proposal submitted. Proposals will be approved via a signed Engagement Letter (See Attachment B). Once a proposal has been approved, it shall become a Sub-grant or Contract, binding upon the Parties, and no changes to any Sub-grant or Contract shall be valid unless in writing and executed by the Parties.

3.3 CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, may, but need not, continue to contract with SUBGRANTEE for additional work on a project. Additionally, CVRPC reserves the right to award additional work to another prequalified contractor and/or put additional work out to competitive bid.

3.4 SUBGRANTEE will provide timely reports, invoices, and feedback to ensure compliance with reporting requirements.

Article 4 - Information to be furnished to Contractor

4.1 The CVRPC shall provide SUBGRANTEE with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder, and will endeavor to secure materials or information from other sources reasonably requested by SUBGRANTEE for the purpose of carrying out services under this Agreement.

Article 5 - Time of Performance

5.1 Time is of the essence in the performance of the scope of services under this Agreement. SUBGRANTEE shall commence performance of the services immediately upon execution of an Engagement Letter and shall proceed diligently and continuously to completion. SUBGRANTEE shall use its best efforts to perform the services so as to ensure that the requested scope of work described in the Project Scope of Work is complete within the proposed timeframe of this task order.

5.2 SUBGRANTEE shall perform services set forth in Article 3 of this Agreement at such times and in such sequence as may be required to successfully complete the scope of services.

5.3 This agreement shall remain in effect for a 3-year period ending on June 5, 2029, unless otherwise extended by CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin.

Article 6 – Compensation

6.1 Compensation will be based on subsequent task orders for individual projects and based on labor rates for all job categories and overhead rate and fee (Attachment A). This fee will be included in the Project Scope

of Work and referenced in the Engagement Letter (Attachment B) and is not to be exceeded without CVRPC's prior approval. If the work described in any invoice has not been completed to the satisfaction of CVRPC, as determined by the CVRPC Representative, 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.

6.2 The CVRPC shall compensate SUBGRANTEE for satisfactory performance of the services required under Article 3 of this Agreement.

6.3 Monthly Report. SUBGRANTEE will provide brief summaries of technical information to assist CVRPC in preparing these reports at no additional charge.

6.4 Optional Services. Payment for optional services requested by the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, will be measured on a time and materials basis, using the SUBGRANTEE Labor and Rates included in Attachment A. If requested by the CVRPC, SUBGRANTEE will provide cost estimates for any or all of these services, which will be incorporated as Addenda to this Agreement.

6.5 Compensation provided under this Article constitutes full and complete payment for all costs assumed by SUBGRANTEE in performing the scope of services under this Agreement.

6.6 Payments to SUBGRANTEE under this Agreement shall be made by the CVRPC within thirty (30) days of submission of approvable invoices certified by the SUBGRANTEE Representative. Each invoice shall be accompanied by a letter summarizing the associated services performed and percentage complete. Invoices will be submitted by SUBGRANTEE to the CVRPC on a monthly basis and should be received by the 15th of the month if charges apply. An invoice template will be provided to the SUBGRANTEE by CVRPC.

6.7 Services rendered by SUBGRANTEE under this Agreement which are measured for payment on a time and materials basis shall utilize the rates as provided in Attachment A. These rates are to remain in effect for the first two years of this Agreement and may then be renegotiated on an annual basis. CVRPC reserves the right to reject new rates proposed.

Article 7 - Terms and Conditions

7.1 This agreement is subject to and incorporates the Contracting Provisions in Attachments C and D. Other Contracting Provisions may be incorporated at a later date if an alternate funding source is used.

7.2 This Agreement, its Terms and Conditions and any claims arising there from, shall be governed by Vermont law. SUBGRANTEE shall comply with all applicable laws, ordinances, and codes of the Federal government, the State of Vermont, and the municipalities within the CVRPC region or in which work is being conducted.

7.3 The CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, and SUBGRANTEE each binds itself, its partners, successors, assigns, legal representatives to the other party to this Agreement and to its partners, successors, assigns, legal representatives of such other party with respect to all covenants of this agreement.

7.4 This Agreement incorporates all the understandings of the parties hereto, and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to the matters contained herein.

7.5 Any waiver of the Terms and Conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this agreement.

7.6 Should changes to the scope of work under this Agreement be required, such changes and associated modifications in the amount of SUBGRANTEE's compensation shall be mutually agreed upon by the CVRPC and SUBGRANTEE and incorporated in written amendments executed by both parties to this Agreement.

7.7 Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by the CVRPC Representative or SUBGRANTEE Representative and delivered in hand or by mail to the party to whom it is directed, which until changed by written notice, are as follows:

SUBGRANTEE:

Tyler Miller, VP Land Activation
Vermont Land Trust
8 Bailey Avenue
Montpelier, VT 05602

CVRPC:

Christian Meyer, Executive Director
Central Vermont RPC
29 Main Street, Suite 4
Montpelier, VT 05602

7.8 No officer, member, or employee of the CVRPC or SUBGRANTEE, its designees or agents and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

7.9 SUBGRANTEE shall not assign any interest or responsibility in this Agreement and shall not transfer any interest in the same (whether by assignment or notation) without written approval of the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, provided, however, that claims for money due or to become due to SUBGRANTEE from the CVRPC under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly.

7.10 Sanctions for Noncompliance. SUBGRANTEE is hereby advised that failure of the SUBGRANTEE, or any subcontractors performing work under this Agreement, to carry out the requirements set forth in this Agreement shall constitute a breach of contract and, after the notification of the CVRPC funding source, may result in termination of this contract by the CVRPC or such remedy as the CVRPC deems necessary.

7.11 Termination for Cause or for Convenience. In the event the SUBGRANTEE materially fails to comply with any term of this Agreement, CVRPC may take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the SUBGRANTEE or more severe enforcement action by the CVRPC;
- b. Disallow all or part of the cost of the activity or action not in compliance;
- c. Wholly or partly suspend or terminate the current award for the SUBGRANTEE 's program;
- d. Withhold further awards for the program; or
- e. Take any other remedies that may be legally available.

In taking an enforcement action permitted above, the CVRPC will provide the SUBGRANTEE with an opportunity for such hearing, appeal, or other

administrative proceeding to which the SUBGRANTEE is entitled under any statute or regulation applicable to the action involved.

Costs resulting from obligations incurred by the SUBGRANTEE during a suspension or after termination are not allowable unless the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, expressly authorizes them in the notice of suspension or termination or subsequently. Other SUBGRANTEE costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if the costs result from obligations which are properly incurred by the SUBGRANTEE before the effective date of suspension or termination.

Except as provided above, this Agreement may be terminated by mutual consent of the CVRPC and the SUBGRANTEE subject to written termination conditions, including the effective date, and in the case of partial termination, the portion of the Agreement to be terminated, or by the SUBGRANTEE upon written notification to the CVRPC, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the CVRPC determines that the remaining portion of the award will not accomplish the purposes for which the Agreement was made, the CVRPC, in its role as the Clean Water Service Provider for the Winooski River Basin, may terminate the award in its entirety under the methods described above.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photos and reports or other materials prepared by the parties under this Agreement shall become the property of the funding source and the CVRPC. The SUBGRANTEE and any subcontractor(s) shall be entitled to receive just and equitable compensation for any said work completed on such documents, data, studies, surveys, drawing, maps, models, photos and reports or other materials.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed two counterparts of this Agreement as of the day, month and year as first written above.

CVRPC

BY: _____
NAME: Christian Meyer
Title: Executive Director
Date: _____

SUBGRANTEE

BY: _____
NAME: Tyler Miller
Title: VP of Land Activation
Date: _____

Attachment A: Cost Proposal

Cost proposal the SUBGRANTEE included in their Statement of Qualifications.

7. Financial & Accounting Information: Fiscal Year 2023 (FY23, 1 July 2022 – 30 June 2023) rates.

Hourly Wage Rate	AD, AP, SS:\$50.41 TM:\$67.19 BH:\$52.53 Bookkeeper:\$41.21 These rates include overhead. Additional staff would likely work on water quality projects; rates available for all VLT staff upon request.
Overhead Rate	~33%; overhead rates are different for different staff members. This is an average.
Indirect Rate	10%
Hourly Equipment Rate	Click or tap here to enter text.
Vehicle Mileage Rate	\$0.655 (federal rate)
Markup Rate	Click or tap here to enter text.
Type of Accounting System	QuickBooks

Attachment B: Sample Engagement Letter



DATE

Vermont Land Trust
8 Bailey Avenue
Montpelier, VT 05602

RE: **PROJECT TITLE** - Scope of Work and Cost Estimate

The Central Vermont Regional Planning Commission (CVRPC), in its role as the Clean Water Service Provider for the Winooski River Basin, in coordination with the Winooski Basin Water Quality Council accepts your proposal for **PROJECT TITLE**. The total cost estimate for this work is **APPROVED AMOUNT**.

Under the terms of the Master Agreement, dated 5 June 2023, this acceptance letter, your proposal, and the Master Agreement comprise the Project Contract.

Sincerely,
Christian Meyer
Executive Director

The following portions of Part 1 – Contract Detail are amended as follows:

SECTION 1 - GENERAL CONTRACT INFORMATION		
Original ☐	Amendment ☒	#2023-xxx
Task Amount: \$	Task Start Date:	Task End Date:
Contract Type: Cost Reimbursement ☐ Fixed Price ☐ Other ☐ (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 – SUBGRANTEE INFORMATION		
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: Initials: SAM Expiration Date:		
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: Initials: Debarment Expiration Date:		
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: Initials:		
Single Audit check in Federal Audit Clearinghouse (https://harvester.census.gov/facdissem/Main.aspx . Print screen must be placed in contract file) Date: Initials:		
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: Initials:		
Contract Total Value exceeds \$250,000? Yes ☐ No ☐ (Contractor must provide list of all proposed subcontractors and subcontractors' subcontractors and the identity of those party's worker compensation providers) Date: Initials:		

SECTION 3 – FUNDING SOURCE

Awarding Entity:

Contract #:

Funding Type:

☐ Federal CFDA/ALN #:

Program Title:

- State

☐ Municipal

☐ Other Source: (ex. private, non-profit, etc.)

The portions of Part 1 – Contract Detail items not noted above have not been changed and remain as presented in the original Master Agreement.

Attachment C: Standard State Provisions for Contracts and Grants

Revised: February 13, 2026

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

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party's invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

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

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor

will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

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

7. Defense and Indemnity:

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

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

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

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

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this

Attachment C as if fully set forth herein. A copy of the [Vermont State Insurance Specification](https://aoa.vermont.gov/Risk-Claims-COI) is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

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

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

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

12. Use and Protection of State Information:

A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").

B. With respect to State Data, Party shall:

- i. take reasonable precautions for its protection;
- ii. not rent, sell, publish, share, or otherwise appropriate it; and
- iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

C. With respect to Confidential State Data, Party shall:

- i. strictly maintain its confidentiality;
- ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
- iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;

- iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
- v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
- iv. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:

- i. industry-standard firewall protection;
- ii. multi-factor authentication controls;
- iii. encryption of electronic Confidential State Data while in transit and at rest;
- iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
- v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
- vi. training to implement the information security measures; and
- vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.

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

F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.

G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with [State of Vermont Cybersecurity Standard Update](#) in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>.

H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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

14. Nondiscrimination:

A. 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.

B. IT Accessibility Standards: Party acknowledges and agrees that any digital products, services, and content provided under this Agreement, whether supporting State programs or intended for the State's use, must adhere to the State's accessibility standards and guidelines as established by Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35) (hereinafter, for purposes of this subsection B, the "Rule"). The Rule requires communication and content on web platforms and mobile applications to meet or exceed specific success criteria and conformance requirements. The Rule applies to websites, software applications, electronic reports and output documentation, and training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), and other digital content. Information concerning the Rule and the State's Universal Digital Accessibility resources are available on the [State's Communications and Marketing Office website](https://cmo.vermont.gov) at: <https://cmo.vermont.gov>.

- i. Party warrants that the software, products, services, or subscriptions provided under this Agreement, whether supporting State programs or intended for the State's use (hereinafter, for purposes of this subsection B, "Products") comply with the Rule and agrees to defend, indemnify, and hold harmless the State against any claims related to a Product's non-compliance with the Rule.
- ii. When updates or upgrades are made to the Products available through this Agreement, the Party agrees:
 - a. to develop functionality that supports accessibility in conformance with the Rule and, if any issues arise due to nonconformance with the Rule, to provide alternative solutions upon request at no additional cost to the State; and
 - b. to document how the changes will impact or improve the Product's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the update or upgrade, occurring within an agreed timeframe sufficient for the State to review the changes and either approve them or request a remediation plan from the Party.
- iii. If agreed-upon updates fail to improve the Product's accessibility or usability as planned, such failure shall be a material breach of this Agreement.

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

16. Taxes Due to the State: Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

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

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement

with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor. In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011). Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Confidentiality and Protection of State Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

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

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

23. Conflict of Interest:

A. Organizational Conflict of Interest (OCOI): An OCOI arises when the Party as a business entity has an interest (for example, customers, partners, contracts) that could undermine, or reasonably be perceived to undermine, its faithful and unbiased performance of this Agreement.

B. Personal Conflict of Interest (PCOI): A PCOI arises when an interest held by an agent or employee of the Party could undermine, or reasonably be perceived to undermine, the faithful and unbiased performance of this Agreement.

C. Requirements: Party shall not have PCOIs or OCOI's with respect to this Agreement nor with respect to any other agreement(s) it may hold with the State. To ensure that PCOIs and OCOIs do not exist, the Party shall:

- i. Conduct an internal review of its current affiliations and activities and employees and agents and identify actual, potential, or reasonably perceived PCOIs or OCOIs relative to this Agreement.
- ii. Maintain effective oversight to verify compliance with PCOI and OCOI prohibitions.
- iii. Prevent PCOIs, including not assigning or allowing an employee to perform any role or task under this Agreement for which the Party has identified a PCOI.
- iv. Inform employees and agents of their obligation to disclose PCOIs and to comply with the confidentiality provisions and any non-disclosure agreement required by this Agreement.
- v. Make an immediate and full disclosure, in writing, to the State point of contact for this Agreement of any actual or potential PCOI or OCOI or the existence of any facts that may cause a reasonably prudent person to perceive a PCOI or OCOI with respect to this Agreement.

D. Remedies:

- i. In the event the State determines that a PCOI or OCOI exists, the State will discuss the matter with the Party to determine whether the PCOI or OCOI can be mitigated to the State's satisfaction.
- ii. If the State does not deem mitigation practicable, the State may terminate all or a portion of this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.
- iii. If Party fails to disclose facts pertaining to the existence of a potential or actual PCOI or misrepresents relevant information to the State, the State may terminate this Agreement for default or pursue such other remedies as may be permitted by law or this Agreement.

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain

the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

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

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

27. Termination:

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

B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$1,000,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. **Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard State Provisions)

Attachment D: Other Provisions

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 CVRPC and the State of Vermont ("STATE"). Party shall be responsible and liability to CVRPC and the STATE for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to 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.

Party shall include all of the provisions of Attachment C in all subcontracts for work performed under this Master Agreement.

1. Cost of Materials: SUBGRANTEE will not buy materials and resell to the STATE at a profit.
2. Procurement: A SUBGRANTEE may propose to use Subcontractors to provide professional services such as engineering, ecological design, outreach, etc. to assist with discrete project phases as long as that Subcontractor is competitively procured consistent with Act 76, the Act 76 Rule and DEC guidance. For convenience, the CVRPC will prequalify engineering / consulting firms to assist the CVRPC and its SUBGRANTEES with carrying out projects in the Winooski River Basin. SUBGRANTEES may solicit quotes from this list of pre-qualified firms and/or from other firms when developing project applications to bring to the CVRPC and the Winooski Basin Water Quality Council for consideration. When a subgrant / contract is awarded to the SUBGRANTEE, the SUBGRANTEE must solicit cost proposals from at least three potential firms for any proposed subcontractors.

After selection, that subcontractor may continue to work on further phases for the SUBGRANTEE through construction/implementation of that clean water project provided that their costs are generally consistent with standard costs as identified by the Secretary of the Agency of Natural Resources as noted in Act 76 and as long as the CVRPC and/or its SUBGRANTEE who is managing the project is satisfied with their work. When a SUBGRANTEE is soliciting bids for Construction Services to physically

install / implement a water quality project, the SUBGRANTEE must competitively procure those services consistent with DEC Guidance.

Additionally, SUBGRANTEES shall abide by the following additional requirements:

- purchasing of goods shall require the solicitation of at least two different quotations, except when purchasing items valued at \$1,000.00 or less;
- records related to the procurement of services shall be retained for the term of the contract plus three years;
- records related to the procurement of goods shall be retained for one year after the audit covering the period of purchase of those goods;
- procurement of a good or category of goods totaling \$15,000.00 or greater from one vendor in one year shall be by written contract, and
- equipment and other durable assets purchased shall be maintained.

3. Prior Approval / Review of Releases: Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the SUBGRANTEE under this grant agreement shall be approved / reviewed by the CVRPC prior to release.

4. Ownership of Equipment: Any equipment purchased by or furnished to the SUBGRANTEE by the CVRPC or the STATE under this agreement is provided on a loan basis only and remains the property of the CVRPC or the STATE. All property acquired by SUBGRANTEE, partially or wholly funded under this Agreement, is to benefit the public. SUBGRANTEE is a trustee of said property and acknowledges that the STATE retains a controlling interest in all such property through its useful life. Title to vehicles, real property, and other property with an acquisition cost of \$5,000.00 or more per item continues to vest in STATE until STATE relinquishes its property rights in writing after the expiration of the useful life of said property. The determination of the useful life of property is solely the decision of the Administrator acting for STATE and shall be consistent with state guidance.

5. SUBGRANTEE's Liens: SUBGRANTEE will discharge any and all contractors' or mechanics' liens imposed on property of the STATE through the actions of subcontractors.

6. Davis-Bacon Act: The SUBGRANTEE will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.

7. Health Insurance Portability and Accountability Act (HIPAA): The confidentiality of any health care information acquired by or provided to the independent SUBGRANTEE shall be maintained in compliance with any applicable STATE or federal laws or regulations.

8. Title VI Nondiscrimination Statement: The STATE ensures compliance with Title VI of the Civil Act of 1964; 49 CFR, part 21; related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U. S. Department of Transportation on the grounds of race, color, national origin, gender, age, or disability.

9. Drug Free Workplace: As an employer, the SUBGRANTEE is responsible for maintaining safe, efficient working conditions for its employees by providing a drug free workplace. Therefore, employees shall not engage in the unlawful manufacture, distribution, possession or use of controlled substances (drugs) on the job or on any work site. An employee who is under the influence of any drug on the job may pose serious safety and health risks not only to the user but to co-workers and the general public at large.