

**STATE OF VERMONT GRANT AGREEMENT**

**Part 1-Grant Award Detail**

**SECTION I - GENERAL GRANT INFORMATION**

<sup>1</sup> Grant #: 06140-AQ19-16		<sup>2</sup> Original	<input checked="" type="checkbox"/>	Amendment #	
<sup>3</sup> Grant Title: Aquatic Nuisance Control Grant-in-aid to the Town of Fairfield for Fairfield Pond					
<sup>4</sup> Amount Previously Awarded: \$0.00		<sup>5</sup> Amount Awarded This Action: \$2,806.00		<sup>6</sup> Total Award Amount: \$2,806.00	
<sup>7</sup> Award Start Date: Upon Signature		<sup>8</sup> Award End Date: 12/31/2018		<sup>9</sup> Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
<sup>10</sup> Vendor #: 40222		<sup>11</sup> Grantee Name: Town of Fairfield			
<sup>12</sup> Grantee Address: PO Box 5					
<sup>13</sup> City: Fairfield		<sup>14</sup> State: VT		<sup>15</sup> Zip Code: 05455-0005	
<sup>16</sup> State Granting Agency: Department of Environmental Conservation				<sup>17</sup> Business Unit: 06140	
<sup>18</sup> Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		<sup>19</sup> Match/In-Kind: \$935.00 Description:			
<sup>20</sup> If this action is an amendment, the following is amended: Amount: Funding Allocation: Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>					

**SECTION II - SUBRECIPIENT AWARD INFORMATION**

<sup>21</sup> Grantee DUNS #: 804692846		<sup>22</sup> Indirect Rate: 19.81% <small>(Approved rate or de minimis 10%)</small>		<sup>23</sup> FFATA: YES NO X	
<sup>24</sup> Grantee Fiscal Year End Month (MM format): December				<sup>25</sup> R&D:	
<sup>26</sup> DUNS Registered Name (if different than VISION Vendor Name in Box 11):					

**SECTION III - FUNDING ALLOCATION**

**STATE FUNDS**

Fund Type	<sup>27</sup> Awarded Previously	<sup>28</sup> Award This Action	<sup>29</sup> Cumulative Award	<sup>30</sup> Special & Other Fund Descriptions
General Fund			\$0.00	
Special Fund			\$0.00	
Global Commitment (non-subrecipient funds)			\$0.00	
Other State Funds			\$0.00	

**FEDERAL FUNDS**

*(includes subrecipient Global Commitment funds)*

**Required Federal Award Information**

<sup>31</sup> CFDA#	<sup>32</sup> Program Title	<sup>33</sup> Awarded Previously	<sup>34</sup> Award This Action	<sup>35</sup> Cumulative Award	<sup>36</sup> FAIN	<sup>37</sup> Fed Award Date	<sup>38</sup> Total Federal Award
12.100	Aquatic Plant Control	\$0.00	\$2,806.00	\$2,806.00	W16ROE72375466	8-25-2017	\$450,000.00
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
				\$0.00			
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
				\$0.00			
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
				\$0.00			
<sup>39</sup> Federal Awarding Agency:		<sup>40</sup> Federal Award Project Descr:					
				\$0.00			
<b>Total Awarded - All Funds</b>		\$0.00	\$0.00	\$2,806.00			

**SECTION IV - CONTACT INFORMATION**

<sup>40</sup> STATE GRANTING AGENCY	<sup>41</sup> GRANTEE
NAME: Maria Davies	NAME: Amanda Forbes
TITLE: Grants Management Specialist	TITLE: Town Clerk/Treasurer
PHONE: 802 622-4022	PHONE: (802) 827-3261
EMAIL: maria.davies@vermont.gov	EMAIL: amanda@fairfieldvermont.us

## FFA - STANDARD GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and the Town of Fairfield with principal place of business at PO Box 5, Fairfield, VT 05455-0005 (hereinafter called "Subrecipient"). It is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this Grant Agreement is to provide financial assistance to Aquatic Nuisance Control Grant-in-Aid to municipalities for aquatic nuisance control programs authorized under 10 VSA §1458-1459. Detailed scope to be provided by the Subrecipient is described in Attachment A.
3. **Maximum Amount:** In consideration of the scope of work to be performed, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$2,806.00** required match is equal to at least the grant award amount or, **\$935.00** A detailed summary of the budget for this project can be found in Attachment B. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Subrecipient without the written approval of the State.
4. **Subcontracting:** Subrecipient shall not assign labor duties to a subcontractor without the prior written approval of the State. Written approval is obtained by completing the Request for Approval to Subgrant/Subcontract form.
5. **Procurement:** The Subrecipient certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
6. **Ownership and Disposition of Equipment:** Any equipment purchased or furnished to the Subrecipient by the State under this Grant Agreement is provided on a loan basis only and remains the property of the State. Subrecipient must submit a written request to retain the equipment at the end of grant term for the same use and intended purpose as outlined in this agreement. The written request should include: description of equipment, date of purchase, original cost and estimated current market value.
7. **Source of Funds:** \_\_\_ General (10000) **X** Federal (22005) Special \_

**\$2,806.00**

- a. For grants funded with federal dollars only.

CFDA Title	Aquatic Plant Control
CFDA Number	12.100
Award Name	Aquatic Plant Control
Award Number	W16ROE72375466
Award Year	COE 2017
Federal Granting Agency	Army Corps of Engineers
Research and Development Grant?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

8. **Grant Term:** The period of Subrecipient's performance shall begin upon date of execution, signified by the date of signature by the State and **end on December 31, 2018**.
9. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least thirty (30) days prior to the end date of this agreement or the request may be denied.

10. **Cancellation:** This Grant Agreement may be cancelled by either party by giving written notice at least ten (10) days in advance.
11. **Fiscal Year:** The Subrecipient's fiscal year starts January 1 and ends December 31.
12. **Work product ownership:** Upon full payment by the State, all products of the Subrecipient's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Subrecipient.
13. **Attachments:** This Grant consists of the following attachments that are incorporated herein:  
 Attachment A - Scope of Work to be Performed  
 Attachment B – Budget and Payment Provisions  
 Attachment C - Customary State Grant Provisions  
 Attachment D – Final Expenditure Report Form  
 Attachment E – Greeter Program Reporting Form; Sample Greeter Program Data Sheet  
 Attachment F - Request for Approval to Subgrant/Subcontract

Legal Name and D-U-N-S® Number on File with the www.sam.gov (1):

**Town of Fairfield**

Print Legal Name

**804692846**

D-U-N-S® Number (2)

Did this business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes       No

If yes, please list the top five highest paid senior executive salaries that are not available to the public:

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

**STATE OF VERMONT**

**By:**

\_\_\_\_\_

**Commissioner**

**Dept of Environmental Conservation**

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

**SUBRECIPIENT**

**By:**

\_\_\_\_\_

**Name:** (Print) \_\_\_\_\_

**Title:** \_\_\_\_\_

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

## Attachment A Scope of Work to be Performed

### Part or All of the Scope May be Subcontracted with Written Prior Approval from the State

The Subrecipient shall conduct an aquatic nuisance control project at Fairfield Pond as described in the Subrecipient's project year **2018** application for Aquatic Nuisance Control Grant-in-Aid funding. The application is on file with the State and the Subrecipient, and summarized below:

Fairfield Pond Eurasian watermilfoil Management Project.

The Subrecipient shall issue a press release to at least one local area news publication informing readership of the receipt of the State of Vermont, Agency of Natural Resources, Department of Environmental Conservation funded grant along with details on the project's purpose, actions and anticipated timeline. The press release shall be issued soon after receiving the fully authorized grant agreement in 2018 and a copy must be submitted as a deliverable.

If the project involves a Public Access Greeter Program, then at least one individual involved in the Subrecipient's program must attend a State-run greeter training in 2018 or have attended a training offered in 2017, or forfeit funding for this element of the program. The Subrecipient must also complete and submit a Greeter Program Reporting Form (see Attachment E) as a deliverable. A sample Greeter Program data sheet is also provided in Attachment E as a program reference. All greeter data, whether in digital or paper form, must also be submitted.

If the project has any components that require a State aquatic nuisance control permit, all requirements of the applicable permit(s) must be met before end-of-year funds will be disbursed.

The Subrecipient shall summarize the activities performed under this grant in a **project completion report**. A project completion report shall include the following information:

- a. A map of the water body(s) with the area(s) marked where *each* project element occurred if applicable. Include a key to the items shown on the map and a directional arrow for north.
- b. (If applicable) An estimate of the amount of plant material removed (in acres, cubic yards, or number of plants) from the area(s) designated on the map described in a. above. Describe where the material was disposed.
- c. A completed **Final Expenditure Form** (Attachment D).
- d. A description of the project with an overview of the program and specific details of *each* item listed in the **Final Expenditure Form**.
- e. A description of any major problems encountered.
- f. A description of any major successes or the results in general.
- g. Examples of any products produced (e.g. plant survey report, educational brochure, educational signs). Educational brochures, educational sign, etc., shall include either the following language on the item produced, "Support provided in part by Vermont Department of Environmental Conservation." or the Vermont Department of Environmental Conservation's logo.
- h. Optional (but welcome) – electronic submissions of photographs of any project elements. Please include the name of the individual who should receive credit for the photograph(s).

**Performance Measures, Deliverables, Payments, Schedules:**

<b>Milestone #</b>	<b>Deliverable Title &amp; Deliverables</b>	<b>Estimated Timeline</b>	<b>Amount</b>
1	Signed Grant Agreement; Copy of a press release issued to at least one local media outlet identifying the project and indicating that DEC funds were received; A list of all staff working on this project, and their roles; A revised timeline for project completion (if initial timeline has changed); Evidence that proper permissions are being sought for buoy placement.	July 31, 2018	\$1,122.40
2	Project completion report as outlined in Attachment A; Submission of all collected data to DEC.	December 31, 2018	\$1,683.60

All deliverables due no later than December 31, 2018.

## Attachment B Budget and Payment Provisions

**\* See payment schedule in Attachment outlined in Attachment A**

This grant is a performance based grant. Payments made to the Subrecipient by the State are based on the successful completion of performance measures. Successful completion of each measure is clearly outlined in the scope of work (Attachment A). If the Subrecipient is unable to obtain successful completion of a performance measure within the terms and conditions of the grant agreement, the Subrecipient may only receive a portion of the payment for that measure if partially completed or will not receive payment at all if substantial performance of that measure is not demonstrated.

The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

Risk-Based Assessment:

Risk Level: **Low**

Risk Level	Monitoring Requirements
Low	- Final performance report required.
Moderate	- Grantee is required to submit biannual progress report. Progress report must include: summary of progress made on deliverables within reporting timeframe, milestone status updates, technical/cost/schedule issues encountered, and work planned for next period.
High	- Grantee is required to submit quarterly progress reports (see above). - Grantee must document a course of corrective actions in order to maintain future eligibility for Vermont DEC funds. Grantees have a period of three years to complete corrective actions. If after three years no corrective actions have been taken, VDEC will no longer provide funds to the organization.

- These monitoring requirements are required deliverables even when not listed explicitly in the deliverables table in Attachment A.
- If you are required to have an A-133 audit, you are to report to Vermont DEC the audit, findings, Management Response Letter including corrective actions within 6 months after the end of your fiscal year.

The Subrecipient shall:

- Maintain a copy of all receipts on file for review upon request by the State,
- Include a copy of all receipts for costs requested for reimbursement.
- Other:

Other Provisions

Invoices must be submitted within 30 days of a timeline date as outlined in the “Performance Measures, Deliverable, Timeline, Payment” table in Attachment A.

Up to 120 days of pre-award costs are allowable under this agreement as determined by the Grant Manager and as related to the scope of work in Attachment A.

Final grant awards cannot exceed: (1) 75% of your final eligible project costs including in-kind costs or (2) the amount of the real costs. No payment of funds will be made on the value of donated in-kind labor, materials or services (e.g., equipment, travel).

Address: All completed forms should be submitted to the Grant Manager:

Name: Maria Davies Email: maria.davies@vermont.gov

Department: Department of Environmental Conservation

Address: 1 National Life Drive, Main 2, Montpelier, VT 05620-3522

Project completion reports may be submitted in electronic format (Portable Document Format (pdf) preferred) and emailed to Josh Mulhollem at josh.mulhollem@vermont.gov

Final Payment: Final payment will be paid upon receipt and satisfactory review of all deliverables, as described in the scope of work (Attachment A); a final financial report documenting 100% of grant funds; where appropriate, documentation of required match; and a final invoice (Form 430).

## Form 430 Request for Funds Invoice

*Form must be filled out entirely before payment is released*

**Subrecipient Name: Town of Fairfield**
**Grant #: 06140-AQ19-16    Purchase Order #: 8147    Payment#:                    Amount Requested:**
**Performance Measures and Deliverables:**

All deliverables due no later than December 31, 2018.

Milestone #	Deliverable Title & Deliverables	Estimated Timeline	Amount
1	Signed Grant Agreement; Copy of a press release issued to at least one local media outlet identifying the project and indicating that DEC funds were received; A list of all staff working on this project, and their roles; A revised timeline for project completion (if initial timeline has changed); Evidence that proper permissions are being sought for buoy placement.	July 31, 2018	\$1,122.40
2	Project completion report as outlined in Attachment A; Submission of all collected data to DEC.	December 31, 2018	\$1,683.60
	Total		

**Approvals for Payment**
**Signed by:**

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

Title: \_\_\_\_\_

*The Subrecipient certifies that the invoiced amounts have been spent on allowable activities and purposes in accordance with the grant agreement.*

State's Grant Manager: \_\_\_\_\_ Date: \_\_\_\_\_

*The Grant Manager has reviewed the financial and work plan reports submitted to date and finds they are in accordance with the grant agreement*

DEC Business Office: \_\_\_\_\_ Date: \_\_\_\_\_

*The DEC Business Office processed the current invoice for payment on signed date.*



**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**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.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. 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 with regard to 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:** 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.

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.

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.

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:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**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:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act 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. Location of State Data:** No 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 continental United States, except with the express written permission of the State.

**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 the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

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

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. 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.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**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, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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).

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 ("Location of State Data"); 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. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

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

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement 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 lock-outs) ("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 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 at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this

Agreement is a Grant that 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 Grant immediately, and the State shall have no obligation to pay Subrecipient 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 granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

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

**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 \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**Attachment D  
Final Expenditure Form**

**PROJECT: 06140-AQ19-16**

**WATERBODY: Fairfield Pond**

**TOWN OF FAIRFIELD**

\*\*\*\*\*

**A. PERSONNEL SALARIES** **Total** \_\_\_\_\_

**B. FRINGE BENEFITS** (Percentage of paid salaries, e.g., social security, health, etc.) **Total** \_\_\_\_\_

**C. TRAVEL** \_\_\_ miles at 0.54 **Total** \_\_\_\_\_

**D. EQUIPMENT** **Total** \_\_\_\_\_

**E. SUPPLIES** **Total** \_\_\_\_\_

**F. CONTRACTUAL** **Total** \_\_\_\_\_

**G. OTHER** **Total** \_\_\_\_\_

**H. INDIRECT COSTS** **Total** \_\_\_\_\_

**I. IN-KIND PERSONNEL** (Hours accrued only during calendar year of grant award)\* **Total** \_\_\_\_\_

**J. IN-KIND SERVICES** (Donated or unpaid, equipment, supplies, etc.) **Total** \_\_\_\_\_

**K. TOTAL EXPENDITURES**

\*\*\*\*\*

**\* In-kind Personnel Rates:**

<u>Component</u>	<u>Rate</u>
Education	\$15.00 per hour
Engineer	\$50.00 per hour
Handpuller (non-scuba)	\$18.00 per hour
Program Administration/Coordination	\$20.00 per hour
Scuba Diver	\$25.00 per hour
Watcher/Searcher	\$12.00 per hour

## Attachment E 2018 Greeter Program Reporting Form

*Complete both sides*

### Program Training History

*Note: Grant-in-Aid program funding for a greeter program is contingent on **at least one** program participant attending training within the **last two years**.*

Please provide the names of all program participants (program coordinator, volunteer, or paid staff person) that participated in a state-run greeter training workshop within the last two years. Circle the year training occurred.

Name (please PRINT)	Coordinator, Volunteer, or Paid staff?	Training Year (circle one)
		2017    2018
		2017    2018
		2017    2018
		2017    2018
		2017    2018
		2017    2018
		2017    2018
		2017    2018

### 2018 Program Summary

1. Name(s) of 2018 Greeter Program Coordinator(s):

\_\_\_\_\_

Email address \_\_\_\_\_

2. Total number of boats inspected in 2018: \_\_\_\_\_

3. Number of inspected boats (launching or retrieving) that were found to be carrying *any* plant or animal material:

Number carrying plant/animal material when **launching**: \_\_\_\_\_

Number carrying plant/animal material when **retrieving**: \_\_\_\_\_

*continued on next page*



4. In the table below, please provide information about all incidents in which invasive species were suspected and/or confirmed.

Date	Was boat launching or retrieving? (circle one)	If launching, last waterbody visited	Invasive species suspected (indicate Eurasian watermilfoil, zebra mussel, etc.)	Photo/sample submitted to DEC for confirmation?	Comments
	Launching Retrieving				
	Launching Retrieving				
	Launching Retrieving				
	Launching Retrieving				
	Launching Retrieving				
	Launching Retrieving				
	Launching Retrieving				
	Launching Retrieving				
	Launching Retrieving				
	Launching Retrieving				
	Launching Retrieving				
	Launching Retrieving				
	Launching Retrieving				
	Launching Retrieving				
	Launching Retrieving				

## Vermont Public Access Greeter Program Datasheet - 2018

Waterbody: \_\_\_\_\_

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

Greeter  
(name): \_\_\_\_\_

	Time	Launch/ Retrieve	Watercraft type	Last waterbody visited (name, town/state)	Time since last use	Familiar with AIS? (Y/N)	Inspection? (Y/N)	Plant or animal material found? Species?	Decon? (Y/N)	Comments
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										

**Time:** Please specify **AM** or **PM** or use military (24-hour) time

**Watercraft type:** **OM**=outboard motorboat; **IM**=inboard motorboat or inboard/outboard motorboat; **J**=jet ski; **S**=sailboat; **C**= canoe; **K** = kayak; **R** = rowboat; **OTR** = other (please explain)

**Time since last use** = Indicate length of time since watercraft was last used (3 days, 2 weeks, 6 months, etc.).

Enter **NA** if boater is retrieving watercraft.

**Species:** **EWM** for Eurasian watermilfoil; **WC** for water chestnut; **CLP** for curly-leaved pondweed; **ZM** for zebra mussel; **BN** for brittle naiad; etc. WRITE IN ANY OTHER SPECIES.

**SUBMIT PHOTO/SAMPLE IF NOT SURE AND NOTE IN COMMENTS!!**

**Attachment F  
Department of Environmental Conservation  
Request for Approval to Subgrant/Subcontract**

Date of Request:	
Original Grantee/Contractor:	
Address:	
Phone Number:	
Agreement #:	

Subcontractor Name:	
Address:	
Phone Number:	
Contact Person:	
Scope of Services:	
Maximum Amount:	\$

<b>Original Grantee/Contractor Signature:</b>	
By signing above, the Grantee/Contractor certifies that the subcontractor has been selected using their procurement policy, as required by the original agreement, and certifies that any conflict of interest has been disclosed in writing as required by the original agreement (Attachment C, Section 23).	

DEC Business Office Review

**Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

***On the reverse side of this form there is language that must be included by the contractor in all subcontracting agreements.***

**Language to be included in all subcontracting agreements:**

**1. 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. 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.

**2. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**3. 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.

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

- A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B.** Party certifies under the pains and penalties of perjury that, as of the date the 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.
- C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**5. 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, he/she:

- A.** is not under any obligation to pay child support; or
- B.** is under such an obligation and is in good standing with respect to that obligation; or
- C.** has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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.

**6. 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.

**7. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:  
<http://bgs.vermont.gov/purchasing/debarment>

**8. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded Grant in excess of \$1,001, 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.

**9. 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.

**10. Location of State Data:** No 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 continental United States, except with the express written permission of the State.

**11. Subcontractors:** Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include in all subcontract agreements a tax certification in accordance with paragraph 11 above.