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**RE: Master Agreement**

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**From** Dean Pierce (NRPC) <dpierce@nrpcvt.com>

**Date** Mon 9/29/2025 3:58 PM

**To** Georgia Town Administrator <administrator@townofgeorgia.com>

**Cc** kcminck@gmail.com <kcminck@gmail.com>

Hi Stacy.

I'm happy to provide more info, although I am the first to admit the process can seem a bit convoluted:

A few years ago NRPC was designated as one of Vermont's Clean Water Service Providers (CWSPs).

CWSPs have funding for certain types of clean water projects. In the two watersheds that include Georgia, the total amount of funding is in the hundreds of thousands of dollars.

Most of the money CWSPs distribute flows to "partner organizations," who then spend it on contractors who complete the projects. Partner organizations can include Towns.

To become a partner organization, an entity like a town first submits background material and a request to become "prequalified." (Georgia did this a long time ago.)

When the RPC approves the request, the next step is for the RPC and the Town to sign a Master Agreement. (A signable Master Agreement was submitted to the Town right after the Town became prequalified, but it was never returned.)

As you might have noticed, the Master Agreements don't actually award any money. The purpose of the Master Agreement is to 'set the stage' for shorter agreements we call Task Awards. Task Awards are issued for specific projects and specific amounts of money.

The main steps to get a Task Award (after a Master Agreement is in place) are:

1. Submit an application to the CWSP (RPC) (certain types are solicited three times a year; other types can be submitted at any time).
2. Attend a meeting of the "Basin Council", which reviews the request and issues a recommendation.
3. If the Basin Council recommends approval, the CWSP (RPC) writes up a Task Award for the project.

Costs associated with projects are reimbursed, not paid up front. Good news is that there is no local match required. Projects can last one to two years (or even longer).

Does this help?

Please let me know if it would help to set up a zoom meeting or call. I'm happy to do that.

Dean

**Dean Pierce**  
**Senior Planner (he/him)**

*Please note/ phone number has changed!*

**Address:** 75 Fairfield Street, St. Albans, VT 05478

**Website:** [www.nrpcvt.com](http://www.nrpcvt.com)

**Office:** 802.524.5958 (x 124)

**Direct:** 802.582.3087

This email may constitute a public record.

**From:** Georgia Town Administrator <administrator@townofgeorgia.com>

**Sent:** Monday, September 29, 2025 11:45 AM

**To:** Dean Pierce (NRPC) <dpierce@nrpcvt.com>

**Cc:** kcminck@gmail.com

**Subject:** Fw: Master Agreement

Good Morning Dean,

My name is Stacy Katon, and I recently began serving as the Town Administrator for Georgia. I received an email from Mr. Minck last Friday regarding a Master Agreement, and he suggested that I reach out to you for more information.

At this time, I am not familiar with this agreement or why it was not signed, as he mentioned. Could you provide me with some background on the agreement and how signing it might benefit our community? This will help me determine whether to bring it before our Selectboard for consideration or to invite you to speak directly with us about it.

Thank you for your assistance, and I look forward to learning more.

Best regards,  
Stacy Katon

**Stacy Katon**

**Town Administrator**  
**47 Town Common Road North**  
**St. Albans, VT 05478**

(802) 524-3524

**Please Note:** To ensure compliance with Vermont's Open Meeting Law, *do not use "Reply All"* when responding to this email. Replies should be sent individually to avoid unintentional quorum discussions outside of a warned public meeting.

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**From:** Ken Minck <[kcmminck@gmail.com](mailto:kcmminck@gmail.com)>

**Sent:** Friday, September 26, 2025 8:52 AM

**To:** Georgia Town Administrator <[administrator@townofgeorgia.com](mailto:administrator@townofgeorgia.com)>

**Subject:** Master Agreement

Hi Stacy, I serve on the Basin Water Quality Council for basin 7. (BWQC) At our last meeting it was discovered that for some unknown reason Georgia had never signed the agreement with NRPC. If you could set up a meeting with Dean Pierce (NRPC) he could explain the Master Agreement. In order to access funding from the Clear Water program through NRPC this agreement needs to be signed. Pls let me know when Dean can meet.

Thanks, Ken Minck

8023700765

BWQC 7

Founder GCC

1 attachment

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## Master agreement establishing organizations as subgrantees to the Clean Water Service Provider

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From Dean Pierce <dpierce@nrpcvt.com>

Date Wed 5/10/2023 7:49 AM

To Kent Henderson <khenderson@friendsofnorthernlakechamplain.org>; 'Weston, Lauren - Conservation District, St. Albans, VT' <Lauren.Weston@usda.gov>; Erin De Vries <erin@vermontriverconservancy.org>; Tasha Wallis <tasha@lpcvt.org>; TOWN WESTFIELD <townofwestfield@comcast.net>; Peter Danforth <lcddirector@gmail.com>; Charles Baker <cbaker@ccrpcvt.org>; Lindsey Wight <lindsey@mrbavt.com>; Emily.Finnegan@vt.nacdnet.net <Emily.Finnegan@vt.nacdnet.net>; sarah.damsell@vt.nacdnet.net <sarah.damsell@vt.nacdnet.net>; townmanager@fairfax-vt.gov <townmanager@fairfax-vt.gov>; Evans, Robert <REvans@margolishealy.com>; Georgia Treasurer <treasurer@townofgeorgia.com>; Georgia Town Administrator <administrator@townofgeorgia.com>

Cc Alison Spasyk <aspasyk@friendsofnorthernlakechamplain.org>; Meghan Rodier <meghan@lpcvt.org>; jcouture <jcouture@maplesyrupvt.net>; Dan Albrecht <dalbrecht@ccrpcvt.org>; edwin.sedell@vt.nacdnet.net <edwin.sedell@vt.nacdnet.net>; Ken Minck <kcmink@gmail.com>; Dea Devlin <ddevlin@nrpcvt.com>; Bethany Remmers <bethany@nrpcvt.com>

Greetings, all.

The day has arrived: I am able to provide you with the master agreements NRPC has developed to establish your organizations as subgrantees for CWSP projects.

Please be on the lookout for the actual document., which will be accessible—and can be electronically signed—online using a link. (It should arrive later this morning.)

These master agreements will provide a foundation for what we call subgrant task awards.

When an organization is awarded funding for a water quality project, a subgrant task award document will provide the details about the work, budget, schedule. (Organizations that have been awarded funding in the first round of projects will receive these documents in the next day or two.)

If you have any questions, please let me know.

Regards,

Dean

**Dean Pierce** / Senior Planner

Northwest Regional Planning Commission | 75 Fairfield Street, St. Albans, VT 05478

Phone: Mobile (try first) 802.933.1595 Office 802.524.5958 | Fax: 802.527.2948 | Website: [www.nrpcvt.com](http://www.nrpcvt.com)

**NORTHWEST REGIONAL PLANNING COMMISSION  
IN ITS CAPACITY AS BASIN 6 AND BASIN 7 CLEAN WATER SERVICE PROVIDER**

**MASTER AGREEMENT FOR SUBGRANT TO  
Town of Georgia (Georgia)  
AGREEMENT # CWSP-2023- VFWD**

1. **Parties:** This is an Agreement for services between the Northwest Regional Planning Commission, a public body formed by its member municipalities as enabled under 24 V.S.A. 4341, with principal place of business at 75 Fairfield Street, St. Albans, VT (hereinafter called "NRPC") and Choose an item ., with its principal place of business at \_\_\_\_\_ (hereinafter called "SUBGRANTEE"). SUBGRANTEE is required by law to have a Business Account Number from the Vermont Department of Taxes.
2. **Subject Matter:** The subject matter of this Agreement is water quality improvement for non-regulatory projects in the Missisquoi Bay Basin and in the Lamoille River Basin in the State of Vermont as envisioned by Act 76, the Clean Water Service Delivery Act. The SUBGRANTEE shall perform or cause to be performed, and timely deliver to the NRPC, services as developed cooperatively by the SUBGRANTEE in consultation with the NRPC, the Vermont Department of Environment Conservation, and the applicable Basin Water Quality Council. These services may be any of a number of tasks for Project Phases and Project Types as outlined in the request for qualifications titled RFQ for Clean Water Partners issued in September 2022, and subsequent updates. Once the scope of work has been determined and a budget for individual projects has been approved by NRPC and the Basin Water Quality Council, a Subgrant Task Award shall be prepared including: task summary, budget, schedule, any special items, maximum limiting amount, duration, and any additional contract provisions related to the specific funding source. A notice to proceed shall also be issued. The SUBGRANTEE is pre-qualified for the project phases and types indicated in Attachment A.
3. **Agreement Term:** The period of SUBGRANTEE's performance shall begin upon signing and end on June 30, 2027, with possible extension to June 30, 2028, and possible subsequent extension to June 30, 2028, as allowed by Environmental Protection Rule Chapter 39 (Clean Water Service Provider Rule) and CWSP / Act 76 Guidance as promulgated by the State of Vermont. Agreement extensions will be based on performance for the prior term period and availability of funds.
4. **Source of Funds:** Primarily State DEC Water Quality Formula funds.
5. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the NRPC and SUBGRANTEE.
6. **Performance Reporting:** Any required final performance report for work under this agreement will be developed using the latest version template available from the Vermont DEC. If a project completed under this agreement involves project implementation, additional reporting at the best management practice (BMP) level may be required and must be consistent with DEC requirements.

7. Performance Measures, Milestones, Deliverables: All projects completed under this agreement must address the applicable Performance Measures, Milestones, and Deliverables contained within the current version of the CWIP Project Types Table included as Appendix B in the CWIP Funding Policy.
8. 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 the convenience of SUBGRANTEES, NRPC has prequalified several engineering/consulting firms to assist the NRPC and SUBGRANTEES with carrying out projects. SUBGRANTEES may solicit quotes from this list of pre-qualified firms and/or from other firms when developing project applications to bring to the NRPC and the applicable Basin Water Quality Council for consideration.

When a subgrant is awarded to the SUBGRANTEE for completion of one or more phases at a project location and the SUBGRANTEE wishes to use one or more Subcontractors (as enabled above), the SUBGRANTEE must employ competitive selection procedures where required by the SUBGRANTEE's procurement policies. Firms may be drawn from the pre-qualified CWSP contractors list, others in the business community, or a combination thereof.

After their selection by a SUBGRANTEE for work on a specific project, a contractor may continue to work for the SUBGRANTEE on further phases of the project (i.e., through construction/implementation of that clean water project) provided that the Subcontractor's costs are consistent with the initial phases of work and as long as the NRPC 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 where required by the SUBGRANTEE's procurement policies and in a manner 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.

9. Cancellation: This Agreement may be cancelled by either party for any reason by giving written notice at least fifteen (15) days in advance.

10. Attachments: This Agreement consists of fifteen (15) total pages including the following attachments which are incorporated herein:

Attachment A – Scope of Work for Each Topic Area.

Attachment B – Payment Provisions and Cost Proposal

Attachment C – Standard State Provisions for Contracts and Grants

Attachment C – Standard State Provisions for Contracts and Grants—*Only the following subsections of Attachment C shall pass through to this agreement:*

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”);<sup>1</sup>

Section 22 (“Certification Regarding Debarment”);

Section 30 (“State Facilities”); and

Section 32.A (“Certification Regarding Use of State Funds”)

Attachment D – Other Grant Agreement Provisions

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

GRANTEE NORTHWEST  
REGIONAL PLANNING COMMISSION

SUBGRANTEE  
Town of Georgia (Georgia)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Catherine Dimitruk

Name: \_\_\_\_\_

Title: Executive Director

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

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

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

## ATTACHMENT A

### SCOPE OF WORK FOR EACH TOPIC AREA

The SUBGRANTEE is pre-qualified for the project phases \_\_\_\_\_ .

#### **Project Phases**

These descriptions are for illustrative purposes only. Formal descriptions operative in any subgrant shall be as determined by DEC.

#### **A. Assessment/Identification**

Sector-specific and multi-sector assessments follow established protocols to identify areas with the highest contributions of pollutants and recommend potential clean water project BMPs. Work includes landscape level assessments and field work, project identification, and project prioritization to target cost effective actions (e.g., SWMPs). Established assessment methodologies require the use of the tools and protocols developed and provided by the DEC. It is expected that assessment work will lead to a prioritized list of potential clean water projects to pursue.

#### **B. Project Development**

Project Development includes Initial Development and Project Screening.

Initial development may consist of:

- Discussions in person, via phone, via email and via video with landowners of location of water quality projects, with subcontracted water quality engineering/consulting firms
- Describing the restoration or water quality improvement needs and objectives a project could address;
- Identifying site design considerations;
- Identifying natural resources constraints and anticipated permits;
- Identify potential roadblocks or impediments for the project, if applicable;
- Proposing next steps for the project, e.g., design/implementation steps (if applicable); providing rough cost estimate of project phases; identifying potential funding sources.

Project screening may include determining where projects:

- Meet eligible project types and standards, as established by the CWSP and DEC;
- Include only eligible expenses, as established by the CWSP and DEC;
- Are on land eligible to receive/benefit from CWSP funded projects, as determined by the CWSP and DEC;
- Do not adversely impact natural resources, or where projects will adversely impact natural resources, impacts are allowable, as determined by DEC.

#### **C. Project Design**

Project design activities vary by project type but typically include:

- Completion of 30% Preliminary Design and 100% Final Designs consistent with the Vermont DEC Clean Water Initiative Program (CWIP)

- Completion of draft applications for any required permits (e.g, wetlands, municipal zoning permit, etc.)
- Completion of cost estimates and draft bid documents
- Completion of draft operations & maintenance plan and agreement(s)
- Procurement and Oversight of subcontractors needed to complete design work such as engineering firms, wetland specialists, geoen지니어ing, archeological, land surveyors, etc.
- Identification and preparation of deliverables, including plans and permits; and
- Documentation such as photos, plans, electronic files, etc.

Project design activities must be completed in accordance with the Department of Environmental Conservation's (DEC) CWIP funding policy and include all applicable milestones and deliverables.

#### **D. Project Construction/Implementation**

Project completion/implementation activities vary by project type but typically include:

- Review of bids for construction/implementation
- Regular oversight of firms such as construction firms, organizations or individuals physically engaged in the construction/implementation of a water quality improvement project
- Preparation and/or review of as-built plans
- Documentation such as photos, plans, electronic files, etc.
- Sign-off (punch list review) of work completed by subcontracted construction firms

Project development and implementation activities must be completed in accordance with the DEC CWIP funding policy and include all applicable milestones and deliverables. Completed projects also must have an operation and maintenance plan and agreement in place, signed by responsible party(ies). The operation and maintenance plan and agreement must allow for ongoing independent verification in addition to monitoring, maintenance, and repairs.

#### **E. Inspection, reporting & verification**

These activities will in time consist of the independent inspection and documentation of BMPs and their condition. BMP documentation will include using DEC's Survey 1-2-3 smartphone application. Inspection and Reporting activities will be performed consistent with standards contained in The Manual. Inspection and reporting activities will be performed by individuals who meet any Inspection and Reporting training requirements established by DEC. In the case of inspections of specialized BMPs, individuals will also meet DEC's credential requirements, if any.

**ATTACHMENT B**  
**PAYMENT PROVISIONS & COST PROPOSAL**

The NRPC agrees to compensate the SUBGRANTEE for services performed up to the maximum amounts stated below provided such services are within the scope of the agreement and are authorized as provided for under the terms and conditions of this agreement.

- A. General. The NRPC and the SUBGRANTEE will develop a cost for each project based on the scope of work as mutually agreed upon using the approved hourly rates and overhead rates and fees in alignment with those submitted by the SUBGRANTEE in response to the September 2022 RFQ and Calls for Proposals as may be posted at <https://www.nrpcvt.com/services-programs/water-resources/cwsp-projects-funding/> or <https://www.nrpcvt.com/about-nrpc/rfp-rfq/>. All costs necessary to carry out the activities described in Attachment A and Task Awards are to be determined by actual cost records kept by the SUBGRANTEE and any sub-contractors of the SUBGRANTEE in accordance with the provisions of this Agreement, the cost principles established by 2 CFR Chapter I & Chapter II, Part 200 (OMB super circular- effective 12/26/14), and are subject to review under the Single Audit Act of 1984. The total of such payments made shall be adjusted to conform to determination made in such final audit in accordance with these provisions.
- B. Payment Procedures. The NRPC shall pay, or cause to be paid, to the SUBGRANTEE progress payments which may be monthly or as otherwise agreed to by the parties for actual costs incurred as determined by using cost records for each Task and expense line items such as labor, benefits and direct and indirect costs of the required services covered by this Agreement. Also,
1. Requests for payment shall be accompanied by progress reports and be made directly to the NRPC, for all work. Any printed reports delivered under the terms of this Agreement shall be printed using both sides of the page whenever practical.
  2. Request for payment for sub-consultant activities shall be included with the SUBGRANTEE's submittals, but will be documented separately.
  3. The NRPC shall pay for all approved services, expenses and materials accomplished or used during the period of this Agreement, and only that effort will be included on invoices under this Agreement.
  4. The above payments shall be made promptly in accordance with applicable STATE and Federal regulations. The NRPC shall seek to make payments within sixty (60) days of receipt of an invoice from the SUBGRANTEE.
  5. All payments by the NRPC under this Agreement will be made in reliance upon the accuracy of all prior representations by the SUBGRANTEE including but not limited to bills, invoices, progress reports and other proofs of work.

- C. **Invoice Requirements:** Payment must be requested using an invoice form showing for each applicable project the name of project, period in which work is completed, amount billed to date and balance by task (including a progress report and sub-contractor invoices). A preferred invoice form will be supplied by the NRPC. In the event of a multi-year or overlapping fiscal year contract, all expenses incurred in a given fiscal year must be billed in that fiscal year to qualify for reimbursement.

Invoice and supporting documentation shall be submitted electronically to [dpierce@nrpcvt.com](mailto:dpierce@nrpcvt.com) and **simultaneously also to Amy Adams, Office Administrator, at [aadams@nrpcvt.com](mailto:aadams@nrpcvt.com). NRPC may require that the SUBGRANTEE submit deliverables and associated materials via an online form or platform.**

- D. Communicating & Acknowledging Funding Support: Written publications must include the following statement: "This project is supported by a grant from the Vermont Agency of Natural Resources Clean Water Initiative Program" or similar language as directed by NRPC. For the purposes of this paragraph, publications include press releases, media interviews, final reports, and events.
- E. Additional Requirements: Attachments C and D are provisions that flow down from NRPC's Agreement with the State of Vermont to the SUBGRANTEE, and therefore become a part of this Agreement, as applicable. Should any of the provisions be contradictory or in conflict with another, the provisions flowing down from the specific funding source from NRPC's Agreement shall be primary.

The completion of the Agreement is subject to the availability of funds.

Written reports may be submitted to NRPC by electronic communication in a format acceptable to NRPC, provided, however, that printed written reports delivered under the terms of this Agreement shall be printed using both sides of the page whenever practical.

**ATTACHMENT C:**  
**STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**

REVISED OCTOBER 1, 2024

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

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

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

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

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

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

**7. Defense and Indemnity:**

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

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

- C. The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: [https://aoa.vermont.gov/Risk- Claims-COI](https://aoa.vermont.gov/Risk-Claims-COI).

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

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

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

**12. Use and Protection of State Information:**

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
  - i. take reasonable precautions for its protection;
  - ii. not rent, sell, publish, share, or otherwise appropriate it; and
  - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
  - i. strictly maintain its confidentiality;
  - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;

- iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
  - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
  - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
  - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
- i. industry-standard firewall protection;
  - ii. multi-factor authentication controls;
  - iii. encryption of electronic Confidential State Data while in transit and at rest;
  - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
  - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
  - vi. training to implement the information security measures; and
  - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

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

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

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

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

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

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

**19. Sub-Agreements:** Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Confidentiality and Protection of State Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

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

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

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

participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:

<https://bgs.vermont.gov/purchasing-contracting/debarment>.

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

**24. Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

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

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

**27. Termination:**

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

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

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

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

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

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of

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

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

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$1,000,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

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

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**ATTACHMENT D**  
**OTHER GRANT AGREEMENT PROVISIONS**

A. The parties agree that ownership of all data, papers, reports, forms, or other material collected or produced by the Contractor, under this contract, (the "work product") shall belong to the Contractor. Upon a request made by the Northwest Regional Planning Commission or State of Vermont, the Contractor shall provide, free of cost, copies of all such work product no later than 30 days from the date of the request. The Northwest Regional Planning Commission and State of Vermont shall have a nonexclusive, nontransferable, irrevocable, royalty free paid-up license to use or have used the work product for or on behalf of the Northwest Regional Planning Commission or State of Vermont during the pendency of the agreement and thereafter.

B. This clause shall replace the term for document retention referenced in Attachment C, #13. The records described therein shall be made available at reasonable times during the duration of the term.