

Purchase Order Number:

Grant Agreement Number: WQ2007-319-

NOTIFICATION OF GRANT AWARD

State of Vermont
Agency of Natural Resources
Department of Environmental Conservation
103 South Main Street; 1 South Building
Waterbury, Vermont 05671-0401

This is a New Grant

1. Parties: This is a Grant Agreement for services between the State of Vermont, Department of Environmental Conservation, Division of Water Quality (hereinafter called "State"), and _____ with principal place of business at _____, (hereinafter called "Subrecipient"). Subrecipient is required by law to have a Business Account Number from the Vermont Department of Taxes. The Account Number is (#_____/not required by law).
2. Subject Matter: The subject matter of this Grant Agreement is _____. Detailed services to be provided by the Subrecipient are described in Attachment A.
3. Maximum Amount: In consideration of the services to be performed by Subrecipient, the State agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$XXX. A detailed summary of the budget for this grant is on Attachment A. Non-federal match required by the Subrecipient is \$0.00. In the event non-federal match had been required, the required amount would have been \$ ##. The Subrecipient is encouraged to document and provide non-federal match.
4. Grant Term: The period of Subrecipient's performance shall begin on the date when signed by the State and end on month/day/year. During the grant term, the Subrecipient agrees to provide semi-annual project progress reports (due to State in April and October). In the event the Subrecipient needs additional time to complete all agreed upon tasks, the Subrecipient will submit a justification/rationale to the specified contact person (see item #9) for an extension at least 30 days before the grant end date noted immediately above.
5. Source of Funds: FFY2007 Clean Water Act Section 319
6. CFDA Title Nonpoint Source Management CFDA Number 66.605
Award Name Section 319 pass through Award Year 2007
Federal Granting Agency US EPA Research and Development Grant? NO
7. 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.
8. Cancellation: This Grant Agreement may be cancelled by either party by giving written notice at least 14 days in advance.

Attachment A
SCOPE OF WORK TO BE PERFORMED AND BUDGET

1. Description of Tasks

A

B

C

2. Description of Reports

A

B

C

3. Schedule of Tasks and Reports

A

B

C

Budget

	Federal	State	Other Funds**	Total
a. Personnel	_____	_____	_____	_____
b. Fringe Benefits	_____	_____	_____	_____
c. Travel	_____	_____	_____	_____
d. Equipment	_____	_____	_____	_____
e. Supplies	_____	_____	_____	_____
f. Contractual	_____	_____	_____	_____
g. Construction	_____	_____	_____	_____
h. Other	_____	_____	_____	_____
i. Total Direct (a-h)	_____	_____	_____	_____
j. Indirect	_____	_____		
k. Grand Total (i+j)	_____	_____		

Total Match (Sum of State plus Other Funds) _____

**ATTACHMENT B
PAYMENT PROVISIONS**

1. **Invoices** All request for advanced payments and reimbursements shall be made using the prescribed DEC invoice form.

2. **Advance Payments** Advance payment for this grant is \$XXX.

Advance payments can be made once verification of required insurances has been received.

3. **Reimbursed Payments** All other payments shall be for reimbursed costs. The Subrecipient shall:

Maintain a copy of all receipts on file for review upon request by the Department.

4. **Other Provisions** \$XXX shall be paid after submittal of

- The Subrecipient will maintain records of its hours on the project so as not to exceed the allotted grant amount. The Subrecipient shall bill the State upon completion of the activities outlined above and/or when the grantee has reached the allotted grant amount.

- The State shall not be obligated for costs under this grant that exceed \$XXX.

5. **Address** All completed payment forms should be submitted to:
name
DEC – Water Quality Division
Bldg 10 North
103 South Main Street
Waterbury, VT 05671

6. **Final Payment**
Final payment, see item #4 above, will be paid upon receipt and satisfactory review of a report, as described in the scope of work and an invoice documenting expenditure of 100% of grant funds requested.

**ATTACHMENT C
CUSTOMARY GRANT PROVISIONS**

- 1. Entire Agreement:** This Grant Agreement represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Grant Agreement will be governed by the laws of the State of Vermont. The Subrecipient must comply with all the federal requirements pertaining to the expenditure of federal funds.
- 3. Appropriations:** If this Grant Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Grant, the State may suspend or cancel this Grant at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. **Availability of Federal Funds:** This Grant is funded in whole or in part by federal funds. In the event the federal funds supporting this grant become unavailable or are reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 4. No Employee Benefits For Subrecipient:** The Subrecipient understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation and 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 Grant Agreement. The Subrecipient 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 Subrecipient, and information as to grant income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes, if required.
- 5. Independence, Liability:** The Subrecipient will act in an independent capacity and not as officers or employees of the State. The Subrecipient shall indemnify, defend and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Subrecipient's acts and/or omissions in the performance of this Grant.
- 6. Insurance:** Before commencing work on this Grant the Subrecipient must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Subrecipient to maintain current certificates of insurance on file with the State through the term of the Grant.

Workers' Compensation: With respect to all operations performed, the Subrecipient shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the grant, the Subrecipient 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 Per Occurrence
- \$1,000,000 General Aggregate
- \$1,000,000 Products / completed products aggregate

\$ 50,000 Fire Legal Liability

Automotive Liability: The Subrecipient shall carry automotive liability insurance covering all owned, non-owned and hired vehicles, used in connection with the Grant. Limits of coverage shall not be less than:

\$1,000,000 Combined single limit

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Subrecipient for the Subrecipient's operations. These are solely minimums that have been set to protect the interests of the State.

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

8. Requirement to Have a Single Audit: If this subrecipient expends \$500,000 or more in federal assistance during its fiscal year, it is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program specific audit.

The subrecipient may elect to have a program specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the entity.

A subrecipient is exempt if the entity expends less than \$500,000 in total federal assistance in one year.

The subrecipient will complete the Certification of Audit Requirement annually within 45 days after its fiscal year end. If a single audit is required, the sub-recipient will submit a copy of the audit report to the primary pass-through entity and any other pass-through entity that requests it within 9 months. If a single audit is not required, the subrecipient will submit the Schedule of Federal Expenditures within 45 days. These forms will be mailed to the subrecipient by the Department of Finance and Management near the end of its fiscal year. These forms are also available on the VISION Web page.

9. Records Available for Audit: The Subrecipient will maintain all books, documents, payroll papers, accounting records, and other evidence pertaining to costs incurred under this Grant Agreement and make them available at reasonable times during the period of the Grant and for three years thereafter 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. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Grant Agreement.

10. Fair Employment Practices and Americans with Disabilities Act: Subrecipient agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Subrecipient shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Subrecipient under this Grant Agreement. Subrecipient further agrees to include this provision in all subgrants.

11. Set Off: The State may set off any sums which the Subrecipient owes the State against any sums due the Subrecipient under this Grant 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.

12. Taxes Due To The State:

- a. Subrecipient 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. Subrecipient certifies under the pains and penalties of perjury that, as of the date the Grant Agreement is signed, the Subrecipient 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. Subrecipient understands that any payment under this Grant Agreement may be withheld if the Commissioner of Taxes determines that the Subrecipient 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. Subrecipient also understands the State may off-set taxes (and related penalties, interest, and fees) due to the State of Vermont, but only if the Subrecipient has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Subrecipient has no further legal recourse to contest the amounts due.

13. Child Support: (Applicable if the Subrecipient is a natural person, not a corporation or partnership.) Subrecipient states that, as of the date the Grant 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.

Subrecipient makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Subrecipient is a resident of Vermont, Subrecipient makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

14. Subgranting: Subrecipient shall not assign or subgrant the performance of this Grant or any portion thereof to any other Subgrantee without the prior written approval of the State. They must advise their subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or grant agreements as well as any supplemental requirements imposed by the pass-through entity. They must also set up a plan for monitoring those subrecipients' use of the funds.

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

16. Copies: All written reports prepared under this Grant Agreement will be printed using both sides of the paper.

17. Suspension and Debarment: Non-federal entities are prohibited by Federal Executive Orders 12549 and 12689 from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and non-procurement transaction (grants to subrecipients). By signing this Grant Agreement, current Subrecipient certifies as applicable, that the contracting organization and its principals are not suspended or debarred by GSA from federal procurement and non-procurement programs.