

VERMONT MUNICIPAL PLANNING GRANT PROGRAM FY18
STANDARD CONTRACT FOR CONSULTING SERVICES

1. Parties: This is a contract for consulting services between the Town of East Montpelier, Vermont (Town) and PlaceSense (Contractor), its principal place of business in Windsor, Vermont. Contractor's form of business organization is a for profit corporation.

2. Subject Matter: The subject matter of this contract is consulting services generally on the subject of revising the East Montpelier Land Use and Development Regulations. Attachment A describes in detail the services that Contractor will provide.

3. Maximum Amount: In consideration of the services to be performed by Contractor, Town agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed **\$25,750**. Contractor will invoice the Town on a monthly basis. Invoices not paid or otherwise challenged within 60 days of issuance will be assessed a 10% late charge.

4. Contract Term: The period of Contractor's performance shall begin on **April 10, 2018**, and end on **May 31, 2019**.

5. Amendment: No changes, modification or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed and dated by the duly authorized representative of Contractor and Town.

6. Cancellation: This contract may be canceled by either party by giving written notice at least 15 days in advance.

7. Attachments: This contract consists of 13 pages including the following Attachments that are incorporated herein:

Attachment A:	Specifications of work to be performed (Work Plan)
Attachment B:	Payment Provisions (Budget)
Attachment C:	State Grant Provisions specifying the requirements for GIS products and Standard State Requirement of Bidders.

8. Subcontracts: All subcontracts pursuant to this contract shall require the subcontractor to comply with the requirements of Title 21 of Vermont Statutes Annotated, Chapter 5, Subchapter 6, relating to fair employment practices; conform to the record keeping requirements of the Grant and ensure that all relevant products be compatible with the Vermont Geographic Information System (VGIS) and meet all applicable VGIS standards, which are available from the Vermont Center for Geographic Information.

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

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

We the undersigned parties agree to be bound by this contract.

BY: Town of East Montpelier

BY: PlaceSense

Signature

Signature

C. Bruce Johnson, Town Administrator
Town of East Montpelier
40 Kelton Road, PO Box 157
East Montpelier, VT 05651

Brandy Saxton, Owner
PlaceSense
5 US Route 5
Windsor, VT 05089

Date

Date

ATTACHMENT A: SCOPE OF WORK

Task 1. Organize Steering Committee and Develop Schedule

The PC will function as the core steering committee and will ask several members of the community to participate on the steering committee to ensure additional community input and engagement.

The consultant will hold a kick-off meeting with the steering committee. This meeting will include a discussion of perceived issues with current zoning and compatibility with the Town Plan.

The consultant will provide a project framework and working schedule for PC approval. It is anticipated that the first hour of each PC meeting will be dedicated to discussions of the zoning updates. This schedule will also help keep the steering committee on track and ensure that the project will be completed in the required timeframe and within the identified budget. It is expected that this schedule will have flexibility and may need to be updated throughout the process.

Anticipated Outcome: A steering committee comprised of the PC and additional community members is formed. A schedule of anticipated meetings and topics is established that provides a framework for completing the project within 18 months.

Task 2. Review Existing Plans and Zoning

East Montpelier's 2013 Town Plan is currently being updated for adoption in June 2018. The East Montpelier Village Master Plan was completed in 2017.

The Town's Land Use & Development Regulations were originally adopted in the early 1970s. Various amendments have occurred over time, however the zoning districts, boundaries, purposes, lot sizes and setbacks have not been revised since 1974 amendments. As a result, the regulations have not kept pace with current conditions or development trends and may not be meeting the stated purpose.

The consultant will need to become familiar with the Town Plan and the East Montpelier Village Master Plan. Similarly, a comprehensive review of the existing zoning bylaws will need to be completed to ensure consistency throughout the update process and to identify additional changes that will be needed.

Anticipated Outcome: Identification of changes that should be considered to update and modernize the town's land use and development regulations, consistent with the town's plans.

Task 3. Organize and Facilitate Discussion Topics

In order to focus discussions with the steering committee, the consultant will develop a schedule of informational sessions or discussions on specific topics. The purpose of these discussions will be to provide the steering committee sufficient background to understand the issues or options and have a basis for decision-making. Topics will respond to identified issues, but are expected to include: parking standards; planned unit developments; mixed uses; agricultural issues; forestry issues; siting standards; draft documents; or format for public meetings and open houses.

The consultant may be asked to make presentations or assist in the coordination of guest speakers for specific topic areas. For guest speakers, the consultant will prepare a brief list of discussion questions to help guide an informal, but informative, discussion.

Anticipated Outcome: Scheduled discussions of specific topics that inform the steering committee.

Task 4. Update Priority Sections and Village Zoning

Based on the goals and implementation actions included in the East Montpelier Village Master Plan that was completed in 2017, several specific changes to the zoning bylaws were identified to implement the vision of the master plan. Specifically, new planning areas have been identified that will accommodate more development density in order to provide opportunities for revitalization of the village including the areas immediately surrounding the designated village center. To this end, the following sections have been specifically identified for priority updates.

New Village Zoning Designations

The East Montpelier Village Master Plan identified several new planning areas, including preferred uses, lot sizes, and setbacks to help revitalize the designated village center and the surrounding areas. While the basic purpose and intent of these areas has been established, the zoning bylaws will need to be updated in order to establish the regulatory framework and boundaries to implement these changes.

Parking Standards

Updates to parking standards will be required to reflect more current needs and provide for alternative parking opportunities, specifically in the village. Due to the size of existing lots in the designated village center, there are limited opportunities for redevelopment. If current parking standards are utilized, redevelopment will be prohibitive. Considerations may include maximum numbers for parking spaces, on-street options, or shared parking in order to establish a more walkable and pedestrian oriented village.

Planned Residential Development (PRD) & Planned Unit Development (PUD)

Current zoning bylaws identify both PRDs and PUDs. Changes to statute have eliminated PRDs, as residential development is now covered under PUD language. Additionally, through discussions with the Planning Commission related to the Village Master Plan, additional development density would be permitted in the village if PUDs are utilized. This language will need to be updated to specifically address these desired changes in order to achieve the development density needed for village revitalization and to achieve the goals identified in the Village Master Plan.

Other Supplemental District Standards may need to be updated, such as lot coverage, landscaping and screening.

Significant work has gone into planning for updates to the village zoning through the village master plan process. As such, the PC anticipates completing the village zoning update and forwarding a recommendation for adoption to the Selectboard prior to completion of the draft of the remaining zoning bylaws.

Anticipated Outcome: Draft updates to priority areas are discussed by the steering committee, edited as necessary and prepared for presentation to the public for comment, including maps of updated boundaries. Village zoning is completed and presented to the Selectboard for adoption.

Task 5. Update Remaining Sections

With the establishment of new village zoning districts, it will be critical to ensure that zoning in the remainder of the municipality does not conflict with these changes. As such, the zoning districts will be reviewed to identify changes needed to implement the village master plan and focus growth in and around the designated village center. At a minimum, consideration should be given to:

- District purposes
- Permitted, conditional, & prohibited uses
- Dimensional standards (lot size, setbacks, etc.)
- Specific district boundaries
- Siting requirements for protection of resources (this may also require updates to the subdivision regulations)

Anticipated Outcome: Draft updates to the remainder of the Land Use & Development Regulations are presented to the Steering Committee for discussion, edited as necessary and prepared for presentation to the public for comment, including maps of updated boundaries.

Task 6. Conduct Public Outreach

Throughout the process, the consultant will work with the steering committee to identify and conduct public outreach activities to ensure a community-wide understanding of the goals, process, and outcomes is established. The intent of public outreach efforts is to educate the community on what changes to zoning will mean and what affect these changes may have on individual properties, as well as to identify any specific concerns or needs the community may have.

Extensive public outreach was conducted in developing the East Montpelier Village Master Plan. Those outreach efforts form a base for developing the priority zoning amendments (Task 3). The PC envisions one public meeting to present and receive comments on the draft priority zoning will be required. After review and possible revisions based on public comments, the PC will hold a public hearing on the draft priority amendments.

More public outreach and engagement is required for amendments to the regulations for the rest of the town. The PC envisions a public forum or workshop for multiple small groups to weigh in on district purposes, uses, boundaries, lot sizes, setbacks and siting standards. The consultant and steering committee will use this public input in developing draft amendments to the regulations. The PC envisions that the draft amendments will be presented in an open house format, with a questionnaire or other tool used to collect feedback. The consultant and steering committee will use this feedback to finalize the draft amendments for presentation at a public meeting and/or public hearing.

The consultant will be responsible for preparing outreach materials, such as maps, posters, slide shows, and feedback collection instruments. The consultant will also be responsible for preparing a summary of public outreach results for the steering committee.

The PC will take responsibility for raising public awareness through articles in the East Montpelier Signpost and postings on Front Porch Forum.

Anticipated Outcome: Public meetings, workshops, forums, and/or open houses are conducted throughout the process to inform and educate the public. This will also include time spent with the steering committee presenting specific topics as educational items and summary reports to the PC identifying any themes or specific issues.

Task 7. Prepare Draft Language

The consultant will prepare draft language throughout the process to be reviewed by the steering committee. This will begin with drafts of the priority areas for review by the PC and subsequent public discussions to identify any concerns that exist. These issues will need to be resolved prior to work on the remainder of the zoning bylaws as village zoning designations will influence zoning in the rest of the municipality. Depending on public input, multiple drafts of the amendments may be necessary.

Anticipated Outcome: A draft of the complete zoning bylaw update will be compiled and presented to the public for comment and input, including maps of updated boundaries.

Task 8. Prepare Final Language

Following public input and discussion, a final draft of the land use & development regulations will be developed that incorporate all the necessary changes identified throughout the process. This draft will be presented at a public meeting in order for any final public comments to be offered or to provide information to the public on why certain decisions were made and how proposed zoning will affect the community. As with all municipal planning grant projects, the final product will be a draft document that can be reviewed and considered by the municipality for final action.

Anticipated Outcome: Final draft zoning bylaws will be completed and presented to the PC for consideration and recommendation to the Selectboard, including maps of updated boundaries.

scope of services & budget

for revising east montpelier's land use and development regulations

	Hours	Cost	
1. Project Organization & Document Review			
A. Kick-off meeting	6	\$510	24%
B. Review existing plans and zoning	16	\$1,360	
C. Technical review memo	40	\$3,400	
D. Project schedule and discussion topics	4	\$340	
2. Draft Zoning			
A. Draft sections	92	\$7,820	76%
B. Revised zoning map	24	\$2,040	
C. Committee review	12	\$1,020	
D. First draft for public review	16	\$1,360	
E. Community workshops	24	\$2,040	
F. Revise draft regulations	20	\$1,700	
G. Final draft for adoption process	16	\$1,360	
	270	\$22,950	

Direct Expenses: \$2,800
Total Fee: **\$25,750**

**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)