

**Vermont Department of Environmental Conservation  
Project Year 2014 Aquatic Nuisance Control Grant-in-Aid Grants**

**APPLICATION AVAILABILITY**

The Department of Environmental Conservation is pleased to announce the availability of project year **2014 Application for Aquatic Nuisance Control Grant-in-Aid Grants**. These grants provide financial assistance to municipalities and agencies of the state for aquatic nuisance species management programs. Funding for Grant-in-Aid Grants comes from a portion of annual revenues from motorboat registration fees and often federal funds. Applications are **due by 4:30 PM on Wednesday February 5, 2014**.

What constitutes an aquatic nuisance? An “aquatic nuisance” is an undesirable or excessive substance or population that interferes with the recreational potential or aquatic habitat of a water body, and includes plants, animals and algal populations. Applications are reviewed to determine whether the proposed project is suitable to control or to minimize the effect an aquatic nuisance has on water quality and water use.

***Who May Apply***

The applicant must be a municipality. If the water body where the project takes place is in more than one municipality, the municipalities may file a joint application. However, a joint application is not required. Any and all funds will be granted directly to the Applicant. Local interest groups such as lake associations must apply through the municipality in which the water body is located.

***Review Criteria***

Grant awards are made to priority projects to the extent funds are available. First priority is to projects designed to manage new infestations of aquatic nuisances. Second priority is to projects to prevent or control the further spread of aquatic nuisance species. Third priority is to recurring maintenance projects.

In establishing priorities for individual projects, the following criteria are considered: public accessibility and recreational uses; importance to commercial, agricultural or other interests; the degree of local interest; local efforts to control aquatic nuisances; other considerations affecting feasibility, probability of achieving long-term control, and necessity or advantage of the proposed work; and the extent to which the control project is a developmental rather than a maintenance program.

Additional criteria considered in approving requests and determining the amount of any grant include: the use of the waters by persons outside the municipality in which the waters are located; the long-range effect of the control project; the recreational use of the waters; and the effectiveness of municipal shoreland zoning and other controls in minimizing or preventing existing or new development from having any adverse effects on the waters subject to the control program.

***General Information***

A grant for 75% or less of the total estimated project cost may be awarded. Grant recipients must contribute at least 25% of the final eligible project cost through in-kind labor (unpaid personnel), in-kind services and/or actual cash expenditures (all from non-state sources). If federal funds are awarded, the match requirement may be greater than 25%. Only in-kind match accrued in the grant project year is eligible.

If a grant is awarded, up to 90 days of pre-award costs are allowable.

### ***Application Contents***

For a complete application, include the following:

- Complete the provided APPLICATION FORM
- Provide a typed project description. Briefly describe the project, including project goals and the tasks to be performed. The project description should:
  - Explain what aquatic nuisance species will be targeted;
  - Describe the activities to be undertaken during the project year;
  - Identify key staff who will be involved in the project and their respective roles and responsibilities;
  - Include an explanation of all of the expenditures included in each budget category in *Attachment A: Worksheet for Developing an Aquatic Nuisance Control Project*;
  - Identify permits necessary for any aspect of the project.
- Provide a table of project tasks with a timeline identified for each task. An example table is provided below:

<b>Task</b>	<b>Timeline</b>
Conduct an aquatic plant survey.	August 2014
Continue a long-range integrated management plan to control Eurasian watermilfoil with: volunteer monitoring; and the use of diver operated suction harvesting and hand pulling.	April-September 2013
Implement a volunteer network of watchers.	April-September 2014
Implement a public boat access “greeter” program.	May-September 2014

- Provide an itemized budget using the provided worksheet, *Attachment A: Worksheet for Developing an Aquatic Nuisance Control Project, Project Year 2014*.
- Provide a map of the water body(s) indicating the project site(s). Indicate the compass direction “north” on the map.

### ***Supplemental Submittal Requirements***

- Certificate of Insurance: Grant recipients will be required to provide certificates of insurance to show that the following minimum coverage is in effect. Grant recipients shall name the State of Vermont and its officers and employees as an additional insured.
  - Workers Compensation (in accordance with the laws of the State of Vermont);
  - General Liability and Property Damage (\$1,000,000 per occurrence); and,
  - Automotive Liability (\$1,000,000 combined single limit)
- Grant recipients may be required to issue a news announcement to local media informing readership of the receipt of the funded grant along with details on the project’s purpose, actions and anticipated timeline. A copy of the news announcement will be required as part of the grant deliverables.

### ***Application Submission***

Applications should be **submitted in electronic format** (Portable Document Format preferred), clearly marked and emailed to Ann Bove ([ann.bove@state.vt.us](mailto:ann.bove@state.vt.us)). The deadline for submission is **4:30 PM on Wednesday February 5, 2014**. Incomplete applications will not be accepted.

For additional information or questions regarding the application or grant process, please contact Ann Bove at (802) 490-6120.

**Aquatic Nuisance Control Grant-in-Aid Grants Project Year 2014 APPLICATION FORM**

WATER BODY(s) \_\_\_\_\_ TOWN(s) \_\_\_\_\_

Public access (check all that apply):  federal  state  municipal  other  none

APPLICANT Town of \_\_\_\_\_

Mailing Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, VT \_\_\_\_\_

Applicant Contact Name \_\_\_\_\_ Daytime Phone \_\_\_\_\_ Email Address \_\_\_\_\_

VT Dept of Taxes BUSINESS ACCOUNT # \_\_\_\_\_ Federal ID # \_\_\_\_\_

Fiscal year: start \_\_\_\_\_ end \_\_\_\_\_

Project Contact Name (if different than above) \_\_\_\_\_ Daytime Phone \_\_\_\_\_ Email Address \_\_\_\_\_

CO-APPLICANT (Name of Joint Municipality, if applicable) \_\_\_\_\_

Mailing Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, VT \_\_\_\_\_

Co-Applicant Contact Name \_\_\_\_\_ Daytime Phone \_\_\_\_\_ Email Address \_\_\_\_\_

VT Dept of Taxes BUSINESS ACCOUNT # \_\_\_\_\_ Federal ID # \_\_\_\_\_

Does the Applicant have zoning regulations requiring a vegetated buffer along lakeshores or river corridor protection?  yes  no

If regulations requiring a vegetated buffer exist, what is the width of this buffer in feet? \_\_\_\_\_ feet

Will local cash dollars contribute to the project?  yes \$ \_\_\_\_\_  no

**Certification** - As the duly authorized municipal representative of the identified municipality, I certify that to the best of my knowledge and belief, the information contained in this application is true and correct, and the municipality has duly authorized the document. I also certify that all other towns with shoreline property on the project lake have been notified of this application.

Duly Authorized **Municipal Representative** SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Print NAME: \_\_\_\_\_ Title: \_\_\_\_\_

By signing below, I agree that the APPLICANT will receive all checks and be responsible for all grant and project paperwork, if a grant is awarded.

Duly Authorized **Joint Applicant** SIGNATURE (if applicable):

DATE:

Print NAME:

\_\_\_\_\_

Title:

\_\_\_\_\_

**Instructions for Completing  
ATTACHMENT A: *Worksheet for Developing an Aquatic Nuisance Control Project***

*Note: Vermont Sales Tax is not an eligible grant expense as municipalities are tax-exempt.*

- A. **Personnel Salaries** Hourly rates to be paid to **hired personnel** in conjunction with this project and an estimate of the number of hours needed.
- B. **Fringe Benefits** Calculate the percentage of paid salaries; include social security, health benefits, etc.
- C. **Travel** Anticipated travel to plan for or conduct this project.
- D. **Equipment** Equipment rentals or maintenance, or for new purchases. For new purchases, list each item separately on an attached sheet, and if applicable, include equipment make and model number. For an individual piece of equipment of \$5,000 or greater, provide at least three bids or a statement as to why bids were not sought.
- E. **Supplies** Describe all supplies to be purchased for the project; be specific. **Explain on a separate sheet.**
- F. **Contractual** Use this category for contractual services.
- G. **Other** Any other items specific to the project. **Explain on a separate sheet.**
- H. **Indirect Costs** Overhead costs, e.g. telephone expenses, office expenses, rent, utilities. If indirect costs are part of the project budget, grant recipients **will be required to have an approved indirect cost rate on file.**
- I. **In-kind Personnel** The value of in-kind personnel may be used to match state funds. Any associated in-kind labor must reflect actual hours spent on the project. Only in-kind labor accrued in the year of the grant is eligible. Use the following in-kind rates for your project:

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

If your project has a component that is not listed above or if you believe a listed rate is not appropriate for your project, **please explain on a separate sheet the component and the rationale for the hourly rate proposed for the component.** No payment of State funds will be made on the value of donated in-kind labor..

- J. **In-kind Services** The value of non-personnel in-kind services (e.g., donated equipment, supplies, travel) may be used to match state funds. Only in-kind services accrued in the year of the grant are eligible. **Please list each service and the value on a separate sheet.** No payment of state funds will be made on the value of donated in-kind services

## ATTACHMENT A

### Worksheet for Developing an Aquatic Nuisance Control Project, Project Year 2014

**Note:** Vermont Sales Tax is not an eligible grant expense as municipalities are tax-exempt.

Water body(s): <div style="border: 1px solid black; height: 15px; width: 100%;"></div>	APPLICANT (Town of): <div style="border: 1px solid black; height: 15px; width: 100%;"></div>	TOTAL																																			
<b>A. PERSONNEL SALARIES</b> LIST EACH COMPONENT																																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border-bottom: 1px solid black;"> </td> <td style="width: 10%;">: number of persons</td> <td style="width: 10%; border-bottom: 1px solid black;"> </td> <td style="width: 10%;">@ \$</td> <td style="width: 10%; border-bottom: 1px solid black;"> </td> <td style="width: 10%;">/hour x</td> <td style="width: 10%; border-bottom: 1px solid black;"> </td> <td style="width: 10%;">hours/person = \$</td> <td style="width: 10%; border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td>: number of persons</td> <td style="border-bottom: 1px solid black;"> </td> <td>@ \$</td> <td style="border-bottom: 1px solid black;"> </td> <td>/hour x</td> <td style="border-bottom: 1px solid black;"> </td> <td>hours/person = \$</td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td>: number of persons</td> <td style="border-bottom: 1px solid black;"> </td> <td>@ \$</td> <td style="border-bottom: 1px solid black;"> </td> <td>/hour x</td> <td style="border-bottom: 1px solid black;"> </td> <td>hours/person = \$</td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td>: number of persons</td> <td style="border-bottom: 1px solid black;"> </td> <td>@ \$</td> <td style="border-bottom: 1px solid black;"> </td> <td>/hour x</td> <td style="border-bottom: 1px solid black;"> </td> <td>hours/person = \$</td> <td style="border-bottom: 1px solid black;"> </td> </tr> </table>		: number of persons		@ \$		/hour x		hours/person = \$			: number of persons		@ \$		/hour x		hours/person = \$			: number of persons		@ \$		/hour x		hours/person = \$			: number of persons		@ \$		/hour x		hours/person = \$		\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>
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<b>B. FRINGE BENEFITS</b> - % of paid salaries (social security, health, etc.)		\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>																																			
<b>C. TRAVEL</b> - <div style="border: 1px solid black; width: 30px; height: 15px; display: inline-block;"></div> miles @ \$0.555 per mile (based on Federal/State rate 1/1/12)		\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>																																			
<b>D. EQUIPMENT</b>																																					
Equipment rental	\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>																																				
Equipment repair	\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>																																				
New equipment purchases: specify on an attached sheet.	\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>	\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>																																			
<b>E. SUPPLIES</b>																																					
Gasoline/Oil	\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>																																				
Miscellaneous parts and supplies (hydraulic fluid, hoses, etc.)	\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>																																				
Miscellaneous tools (rakes, pitchforks, tools, etc.)	\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>																																				
Other: specify on an attached sheet	\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>	\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>																																			
<b>F. CONTRACTUAL *</b>																																					
Consultant	\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>																																				
Control contractor	\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>																																				
Other: specify on an attached sheet	\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>																																				
* Labor duties shall not be assigned to a subcontractor without the prior written approval of the State. Written approval is obtained by completing the Request for Approval to Subgrant/Subcontract Form		\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>																																			
<b>G. OTHER</b> - List each item separately on an attached sheet.		\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>																																			
<b>H. INDIRECT COSTS</b>																																					
An approved indirect rate will need to be on file if an award is granted.		\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>																																			
<b>I. IN-KIND PERSONNEL</b> LIST EACH COMPONENT *																																					
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*Any in-kind rates used that are different than those provided must be explained separately.																																					
<b>J. IN-KIND SERVICES</b>																																					
List each item separately on an attached sheet.		\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>																																			
<b>TOTAL ESTIMATED PROJECT COST</b>		\$ <div style="border: 1px solid black; width: 50px; height: 15px; display: inline-block;"></div>																																			

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS (REVISED 11/12)**

- 1. 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.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. 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.
- 4. Appropriations:** 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.
- 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, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. 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.

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.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. **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 the 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.

General Liability and Property Damage: With respect to all operations performed under the contract, 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 Per Occurrence

\$1,000,000 General Aggregate

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

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

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: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
9. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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.

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. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a single audit is required.

**10. Records Available for Audit:** The Party will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the Agreement 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 Agreement.

**11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21V.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. Party further agrees to include this provision in all subcontracts.

**12. 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.

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

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

**14. Child Support:** (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the 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.

- 15. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of his Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.
- 16. No Gifts or Gratuities:** Party 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 Agreement.
- 17. Copies:** All written reports prepared under this Agreement will be printed using both sides of the paper.
- 18. 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>

- 19. Certification Regarding Use of State Funds:** In the case that 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.
- 20. Certification Regarding Lobbying:** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the State.

The Subrecipient shall require that the language of this certification be included in the award documents for all Grants at all tiers (including subgrants, and grants under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 21. OMB Circular A-133 Assurance:** Subrecipient assures State that it complies with A-133 and that it will notify State of completion of required audits and of any adverse findings, which impact this Grant.
- 22. FFATA Compliance:** Subrecipient agrees to comply with the requirements of the Federal Funding Accountability and Transparency Act (2 CFR Part 33), which requires the reporting of each transaction that obligates \$25,000 or more to a subrecipient to the USAspending.gov database within 30 days of the action.
- 23. Compliance with Cost Principles:** Grantee shall comply with the requirements set forth in OMB Circular A-87 (for State and Local Governments including schools), A-122 (for Non Profit organizations), or A-21 (for Higher Education Institutions) as appropriate for the Grantee type of organization.
- 24. Compliance with Administrative Regulations:** Grantee shall comply with the requirements of OMB Circular A-102 (State & Local Governments and Schools) or A-110 (Institutions of Higher Education, Hospitals, and Non Profit organizations) as appropriate for the Grantee's type of organization.
- 25. Supplanting:** If required, the Subrecipient will submit a Certification that funds will not be used to supplant local or other funding.
- 26. Audit of federal sub-recipient:** Under current interpretations of federal law, Subrecipient will be considered a "sub-recipient" subject to the federal single audit act. Subrecipient will comply with audit requirements contained in Circular A-128/ Circular A110 and/or other applicable circulars of the U.S. Office of Management and Budget. The cost of such an audit will be borne by the Subrecipient/is included in the payment provisions of this contract.
- 27. Availability of federal funds:** This contract is funded in whole or in part by federal funds. In the event the federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract immediately, and the State shall have no obligation to pay Subrecipient from State revenues.