

**NOTIFICATION OF GRANTS-OUT AWARD  
FOR GRANTEES**

**State of Vermont  
Agency of Natural Resources  
Fish and Wildlife Department  
103 South Main Street; 10 South Building  
Waterbury, Vermont 05671-0401**

**Grant Award #**

- 1. Parties:** This is a Grant Agreement for services between the State of Vermont, Fish and Wildlife Department, (hereinafter called “State”), and \_\_\_\_\_ with principal place of business at \_\_\_\_\_, (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law the Grantee is required to have a Vermont Department of Taxes Business Account Number.
- 2. Subject Matter:** The subject matter of this Grant Agreement is generally on the subject of \_\_\_\_\_. Detailed services to be provided by the Grantee are described in Attachment A.
- 3. Maximum Amount:** In consideration of the services to be performed by Grantee, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ \_\_\_\_\_.
- 4. Grant Term:** The period of Grantee’s performance shall begin on \_\_\_\_\_ and end on \_\_\_\_\_.
- 5. Source of Funds :** State 100%
- 6. Cancellation:** This Grant Agreement may be cancelled by either party by giving written notice at least 15 days in advance.
- 7. Contact persons:** The grantee’s contact person for this award is: \_\_\_\_\_ ; Telephone Number \_\_\_\_\_ ; E-mail address \_\_\_\_\_.
- 8. Vision Codes:**

<b>Dept ID:</b>	6120180000
<b>Fund Code:</b>	20390
<b>Program Code:</b>	51801
<b>Class Code:</b>	10100

**Attachments: This Grant consists of the following attachments that are incorporated herein:**

- Notice of Grant Agreement**
- Attachment A - Scope of Work to be Performed**
- Attachment B - Payment Provisions**
- Attachment C - Customary Grant Provisions**
- Attachment D - Other Grant Agreement Provisions**
- Attachment E - Grants-Out Invoice or Request for Advance Payments**

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

**STATE OF VERMONT**

\_\_\_\_\_  
**Wayne A. Laroche, Commissioner**  
**Fish and Wildlife Department**

**Dated:** \_\_\_\_\_

**GRANTEE**

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

**Address:**

**Dated:** \_\_\_\_\_

**ATTACHMENT A**  
**SCOPE OF WORK TO BE PERFORMED**

**1. Description of Tasks to be Performed**

**2. Description of Reports to be Prepared and Submitted**

The grantee agrees to submit a project final report outlining the accomplishments and expenditures under this grant, as described in the Watershed Grant Administration Guide. This guide is available upon request and is online at <http://www.anr.state.vt.us/dec/waterg/html/lp-watershedgrants.htm>.

**3. Schedule of Tasks and Reports**

Tasks will be completed by the end of the grant term. The final report must be submitted by the end of the grant term. If the project is completed before the end of the grant term, the final report may be submitted earlier. Any request for a grant amendment to extend the grant term must be submitted before the end of the grant term.

**4. Watershed Grant Procedures**

Administrative procedures for the Watershed Grant program included in the Administration Guide and Appendices shall be followed by the Grantee.

**ATTACHMENT B  
PAYMENT PROVISIONS**

1. **Invoices:** All requests for advanced payments and reimbursements shall be made using the invoice form attached. All payments are subject to payment terms of Net 30 days.

2. **Advance Payments:** Advance payments for this grant are:

The grantee shall maintain a copy of all receipts on file for review upon request by the State as supporting documentation for the advance payment.

If project tasks are not completed such that the advance payment is not utilized for its intended purpose, the Grantee must reimburse the State for the unexpended amount.

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

The grantee shall maintain a copy of all receipts on file for review upon request by the State as supporting documentation for all reimbursed payments.

4. **Other Provisions:**

5. **Address:** All completed forms should be submitted to:

**Name:** Fonda Papineau  
**Department:** Vermont Department of Fish and Wildlife  
**Address:** 103 South Main Street, 10 South  
Waterbury, VT 05671-0501

6. **Final Payment:** Final payment will be paid upon receipt and satisfactory review of a report, as described in the scope of work, an invoice documenting expenditure of 100% of grant funds requested, and where appropriate, documentation of grantee's portion.

## ATTACHMENT C: STANDARD STATE PROVISIONS

### May 23, 2008

**1. Entire Agreement:** This 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 grant will be governed by the laws of the State of Vermont.

**3. Appropriations:** If this grant 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 cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.

**4. No Employee Benefits For Grantee:** The Grantee 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 grant. The Grantee 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 grantee, 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.

**5. Independence, Liability:** The Grantee will act in an independent capacity and not as officers or employees of the State.

The Grantee 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 Grantee or of any agent of the Grantee. The State shall notify the Grantee in the event of any such claim or suit, and the Grantee shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Grantee may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Grantee 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 Grantee.

The Grantee 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 Grantee.

**6. Insurance:** Before commencing work on this grant the Grantee must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Grantee to maintain current certificates of insurance on file with the state through the term of the grant. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Grantee for the Grantee'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 Grantee 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 Grantee 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

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

If checked, a waiver has been approved to modify general liability and property damage insurance requirements, see attached. If not checked, the above standard insurance requirements apply.

Automotive Liability: The Grantee shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the grant. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

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

If checked, a waiver has been approved to modify automotive liability insurance requirements, see attached. If not checked, the above standard insurance requirements apply.

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

**8. Records Available for Audit:** The Grantee 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 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.

**9. Fair Employment Practices and Americans with Disabilities Act:** Grantee 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. Grantee 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 Grantee under this grant. Grantee further agrees to include this provision in all subgrants.

**10. Set Off:** The State may set off any sums which the Grantee owes the State against any sums due the Grantee under this grant; 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.

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

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

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

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

**13 Subgranting:** Grantee shall not assign or sub-grant the performance of this Grant or any portion thereof to any other Sub-grantee without the prior written approval of the State. The Grantee must advise its sub-grantees of requirements imposed on them by state laws, regulations, and the provisions of contracts or grant agreements as well as any supplemental requirements imposed by the State Granting Agency. They must also set up a plan for monitoring their sub-grantees' use of the funds.

**14. No Gifts or Gratuities:** Grantee 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.

**15. Copies:** All written reports prepared under this grant will be printed using both sides of the paper.

**16. 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). By signing this Grant Agreement, current Grantee certifies as applicable, that the grantee organization and its principals are not suspended or debarred by GSA from federal procurement and non-procurement programs.

(End of Standard Provisions)



## **Attachment D: Other Grant Provisions**

***Cost of materials:*** Grantee will not buy materials and resell to the State at a profit.

***Ownership of equipment:*** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.

***Work product ownership:*** Ownership of all data, papers, reports, forms, or other material collected or produced under this grant agreement (the "Work Product"), shall rest with the Grantee. Upon request of the State, the Grantee shall provide, free of cost, copies of all such Work Product. The State shall have a nonexclusive, nontransferable, irrevocable, paid up license to use or have used the work product for or on behalf of the State.

**ATTACHMENT E**  
**GRANTS-OUT INVOICE or REQUEST FOR ADVANCE PAYMENTS**  
State of Vermont, Agency of Natural Resources  
Fish & Wildlife Department  
103 South Main Street; 10 South Building  
Waterbury, Vermont 05671-0401

Grant Award #  
Date: \_\_\_\_\_

Grantee Name:

Address:

Grant Award Name:

Invoice Period From \_\_\_\_\_ To \_\_\_\_\_

- a. Personnel \_\_\_\_\_
- b. Fringe Benefits \_\_\_\_\_
- c. Travel \_\_\_\_\_
- d. Equipment \_\_\_\_\_
- e. Supplies \_\_\_\_\_
- f. Contractual \_\_\_\_\_
- g. Construction \_\_\_\_\_
- h. Other \_\_\_\_\_

Total of Invoice \_\_\_\_\_

Total Amount (including amendments): \_\_\_\_\_  
Total Invoiced to Date (including above): \_\_\_\_\_  
Remaining Balance (after this invoice is paid): \_\_\_\_\_

**DEPTID:** 6120180000 **FUND:** 20390 **PROGRAM:** 51801 **CLASS:** 10100

Signed by:

Approved by:

Grantee: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
, Grant Manager  
Date: \_\_\_\_\_

The Grantee certifies that the invoiced amounts have been spent on allowable activities and purposes in accordance with the grant agreement. The Grantee agrees to produce, on request, the source documents upon which this invoice is based. For advance payments, the Grantee agrees to spend these funds on activities and purposes in accordance with the grant agreement.

The Grant Manager has reviewed this invoice and finds it to conform with the grant.