

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 06130-VCGP-23-49		² Original <input checked="" type="checkbox"/> Amendment # <input type="checkbox"/>	
³ Grant Title: Essex Town Center Keystone Trail Connectivity Project			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$80,000.00	
⁶ Total Award Amount: \$80,000.00			
⁷ Award Start Date: 05/22/2024		⁸ Award End Date: 12/31/2025	
⁹ Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
¹⁰ Supplier #: 40115		¹¹ Grantee Name: Town of Essex	
¹² Grantee Address: 81 Main St			
¹³ City: Essex Junction		¹⁴ State: VT	
		¹⁵ Zip Code: 05452	
¹⁶ State Granting Agency: Forests, Parks and Recreation			¹⁷ Business Unit: 06130
¹⁸ Performance Measures: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		¹⁹ Match/In-Kind: Description:	
²⁰ If this action is an amendment, the following is amended: Amount: <input type="checkbox"/> Funding Allocation: <input type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/>			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #:		²² Indirect Rate: % (Approved rate or de minimis 10%)		²³ FFATA: YES <input type="checkbox"/> NO <input type="checkbox"/>	
²⁴ Grantee Fiscal Year End Month (MM format):				²⁵ R&D: YES <input type="checkbox"/> NO <input type="checkbox"/>	
²⁶ UEI Registered Name (if different than VISION Supplier Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS					Required Federal Award Information		
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions			
General Fund			\$0.00				
Special Fund			\$0.00				
Global Commitment (non-subrecipient funds)			\$0.00				
Other State Funds		\$80,000.00	\$80,000.00	General Fund: 6130892105			
FEDERAL FUNDS (includes subrecipient Global Commitment funds)					Required Federal Award Information		
³¹ ALN#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$80,000.00	\$80,000.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY	GRANTEE
NAME: Lauren Pyle	NAME: Greg Duggan
TITLE: Outdoor Recreation Grants Manager	TITLE: Town Manager
PHONE: (802) 636-7684	PHONE: (802) 857-0123
EMAIL: ANR.FPRRecreationGrants@vermont.gov	EMAIL: gduggan@essex.org



Vermont Department of Forests, Parks & Recreation

Agency of Natural Resources

GRANT AGREEMENT PART 2

1. **Parties:** This is a Grant Agreement between the State of Vermont Department of Forests, Parks and Recreation, (hereinafter called “State”) and the Town of Essex with principal place of business at 81 Main St, Essex Junction, VT 05452 (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 to help develop and improve the Grantee’s outdoor recreation economy.
3. **Award Details:** Amounts, dates and other award details are as shown in the attached *Grant Agreement Part 1 – Grant Award Detail*. A detailed scope of work covered by this award is described in Attachment A.
4. **Assurance:** The Grantee shall assure that all recreational investments completed using funds under this agreement shall remain open and available for public use consistent with the recreational purpose for the useful life of the investment following the below guidelines. If the investments cease to remain open and available for public use, and no suitable alternative is developed, the grantee shall be responsible for reimbursing the State of Vermont the value of the funds provided to the Grantee pursuant to this Grant Agreement.

The following guidelines outline the requirements for maintaining public access to recreational investments listed in greater detail in Attachment A – Scope of Work to be Performed.

- a. Wayfinding, signage and other minor assets minimum of five (5) years.
 - b. New trail construction projects and other major reconstruction, minimum of ten (10) years.
 - c. Permanent facility, minimum of twenty-five (25) years.
5. **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 Grantee.
 6. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
 7. **Attachments:** This Grant consists of 18 pages including the following attachments that are incorporated herein:
 - Grant Agreement Part 1 – Grant Award Detail
 - Grant Agreement Part 2 – Grant Agreement
 - Attachment A – Scope of Work to be Performed
 - Attachment B – Payment Provisions
 - Attachment C – Standard State Provisions for Contracts and Grants
 - Attachment D – Project Map
 - Attachment E – Project Budget
 - Attachment F – Standard Guidelines for Outdoor Recreation Assets
 8. **Order of Precedence:** Any ambiguity, conflict or inconsistency in the Grant Document shall be resolved according to the following order of precedence:
 - a) Grant Agreement Part 1 and Part 2
 - b) Attachment C
 - c) Attachment A
 - d) Attachment B



- e) Attachment D
- f) Attachment E
- g) Attachment F

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

By the State of Vermont:
6/4/2024 | 4:39:34 PM EDT

Date: _____
DocuSigned by: _____

Signature: Danielle Fitzko
5BE1AA84753549F...

Danielle Fitzko, Commissioner

Department of Forests, Parks and Recreation

By the Grantee:
6/4/2024 | 4:39:02 PM EDT

Date: _____
DocuSigned by: _____

Signature: Greg Duggan
DEB6880270D459...

Name: Greg Duggan

Title: Town Manager



ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

Project Overview:

The overall purpose of the Essex Town Center Keystone Trail Connectivity Project is to increase pedestrian and bicycle access to the Essex Town Center. The main goal of the project is to develop a detailed plan for new multi-use trails to connect numerous neighborhoods, schools and parks to the Essex Town Center commercial area (see Project Map, Attachment D).

This agreement provides funding to contribute to the completion of project components outlined below, paragraph 1. The Grantee shall use grant funds to cover services and costs associated with the project components as outlined in this Scope of Work, Attachment A and the Project Budget, Attachment E.

The Grantee shall provide the following services:

1. Project Components:
 - a. Develop a partnership with the Town of Essex Conservation and Trails Committee and the Economic Development Commission.
 1. Host quarterly check-in meetings to provide updates and address project concerns.
 - b. Host at least two (2) public engagement meetings to receive feedback on trail design options.
 - c. Conduct an existing conditions analysis.
 1. Identify and map existing and potential trails and connection points.
 2. Review all prior relevant studies, surveys and plans to inform the project development.
 3. Perform an environmental analysis of proposed connectivity corridors and core forest blocks and create an environmental report identifying sensitive natural areas including habitats and wetlands.
 - d. Conduct Trail System Expansion & Connectivity Analysis
 1. Identify opportunities to expand connectivity by developing a trail system design and a construction plan. Assess funding options for future maintenance.
 2. Conduct scenario planning for Saxon Hill and Essex Town Center to identify impacts of development decisions over the next 10-20 years.
 3. Identify a range of implementation options for the trail system expansion, including associated costs. Prioritize the options
 4. Develop an implementation plan.
 - e. Based on implementation plan, develop planning-level engineering plans and identify required permits and materials required to apply for permits.
 - f. Develop a vision document, based on the results of the analyses, for a connected recreational network linking Essex Town Center with Essex Experience, neighborhoods, Saxon Hill and other recreational assets.
 1. Include supporting materials necessary for future grant applications or further scoping studies.
2. Metrics to Track:
 - a. Number of participants attending the public engagement meetings.
3. Deliverables to share as separate digital files:
 - a. Report from the existing conditions analysis
 - b. Final implementation plan for the trail system expansion.
 - c. Engineering plans and list of permit needs as described in Project Component e.
 - d. Vision document for a connected recreational network.
4. Project completion requirements:
 - a. Deliverables listed above.



- b. Final project report in format provided by State. Report will summarize tracked metrics and outline project outcomes (successes and failures) including next steps and succession plan if applicable.
- c. Final reimbursement request.

5. Other Provisions:

- a. Perform all work under this Agreement in compliance with State and local laws, regulations, and terms of the State of Vermont's permitting requirements. Submit Vermont Agency of Natural Resources Permit Navigator Report to the State prior to start of any construction activities.
- b. Perform all work in accordance with the standard guidelines for outdoor recreation assets (Attachment F).
- c. Perform all associated work under this Agreement in accordance with the attached Project Budget (Attachment E).
- d. Provide for and maintain competent and adequate project supervision and inspection at the project site to ensure that the completed work conforms with State approved design plans and specifications. Minor adjustments to the project which result in an equivalent end product shall be allowed.
- e. Obtain all required permits or clearances for projects outlined in this agreement prior to the commencement of work and retain with records associated with this agreement for a minimum of three (3) years from the end of the Grant period.
- f. Procurement Procedures: The Grantee may follow its own established written procurement procedures and standard bid processes if such procedures and processes obtain optimal solutions at reasonable prices through procurement efforts that are, efficient and cost effective, promote fair and open competition, guard against favoritism, fraud, and corruption, and protect the interest of the State and its taxpayers. These written procurement procedures and standard bid processes must exist prior to the start date for this agreement listed in Part 1. When the grantee does not have such written policies, the Grantee shall comply with the State's bidding requirements in the State of Vermont Agency of Administration Bulletin No. 3.5, Procurement and Contracting Procedures, available online at: <https://aoa.vermont.gov/bulletins/3point5>.
- g. Any Subgrantees or Subcontractors performing work under this agreement shall comply with and include the requirements in this Grant in any Sub-Agreements, including, but not limited to those provisions regarding Sub-Agreements listed in paragraph 19 of Attachment C, attached hereto.
- h. Submit a progress report with each request for reimbursement on a template provided by the State. The State may conduct a site visit to evaluate project progress during the term of this agreement.
- i. Following completion of the Project Components and associated Other Funding Committed work (described in paragraph 1), submit a final project report attesting to project completion.
- j. Any equipment purchased by the Grantee under this Grant Agreement will remain the property of the Grantee and may not be transferred to another party without written permission from the State. Grantee agrees that at the end of the project period the Grantee will continue to use the equipment purchased under this assistance agreement in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds. Equipment is defined as any item with a fair market value of at least \$5,000.00.



**ATTACHMENT B
PAYMENT PROVISIONS**

1. The State agrees to pay the Grantee a maximum grant amount as shown on page one of this agreement.
2. If the work described in any invoice as provided by the Grantee, has not been completed to the satisfaction of the State, as determined by the State's Grant Manager, the State reserves the right to withhold payment until the invoiced work has been satisfactorily completed. Overdue balances resulting from non-payment for unsatisfactory work will not be subject to interest or finance charges.
3. The State agrees to reimburse the Grantee for work performed up to the maximum grant provided such work is within the scope of the grant and is authorized and approved by the State. 5% of the maximum grant amount may be withheld from the Grantee until the project is completed and a final project report is received and approved by the State. Failure to complete the project as specified in this agreement may result in denial of payment or the Grantee may be required to repay funds issued under this Agreement.
4. All project expenditures submitted to the State for reimbursement must be for direct project costs on allowable activities for the project specified in this agreement, Attachment A, paragraph 1.
5. Budget modifications in any grant-funded ("VOREC funding") category identified in Attachment E – Project Budget that are at or above 25% of the estimated budget for that category will require written State approval prior to finalizing any budget alterations or expending said funds. Grantee shall also notify at least 30 days prior to end of performance period and State shall approve in writing any grant-funded budget category in Attachment E, where reported expenditures will be zero at the end of the performance period.
6. The State will reimburse the Grantee for costs allowable under this agreement, as determined by the State and as related to Scope of Work in Attachment A. Grantee shall provide proof of insurance naming the State as additional insured, and Grantee shall indemnify, defend and hold harmless the State of Vermont, consistent with requirements set forth in Attachment C, prior to any eligible work commencing. Any work determined to not be eligible under this Agreement shall not be reimbursed.
7. The State shall not be responsible for any other expenses of the Grantee.
8. To request reimbursement, the Grantee shall submit the following to the State:
 - An invoice containing at minimum a unique invoice number, invoice date, Grantee name and address and itemization of charges.
 - A Progress Report on a template provided by the State.

Reimbursement Request Submissions: The Grantee shall submit the items listed above by e-mail to the Recreation Grants Inbox at ANR.FPRRecreationGrants@vermont.gov.

In the event that the Grantee cannot submit invoices by e-mail, invoices shall be mailed to:

Vermont Department of Forests, Parks and Recreation
 Division of Land Acquisition and Recreation
 Outdoor Recreation Grants Team
 1 National Life Drive, Davis 2
 Montpelier, VT 05620-03801

9. Reimbursement Requests shall be submitted no more than once every three months (or quarterly). If extenuating circumstances prevent a grantee from adhering to this, please email the Recreation Grants Inbox. A final reimbursement request shall be submitted to the State within 90 days of the grant agreement end date.
10. The Grantee agrees to maintain records of cost of work for a minimum of three (3) years from the end of the grant period.



**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

1. **Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
2. **Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
4. **Sovereign Immunity:** The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.
5. **No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
6. **Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
7. **Defense and Indemnity:**
 - A. The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
 - B. After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
 - C. The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
 - D. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State



to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. **Insurance:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/RiskClaims-COI>.
9. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.
10. **False Claims Act:** Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
11. **Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
12. **Use and Protection of State Information:**
 - A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
 - B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
 - C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
 - D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;
 - vi. training to implement the information security measures; and



- vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
 - E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
 - F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
 - G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
 - H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.
13. **Records Available for Audit:** The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
 14. **Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.
 15. **Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.
 16. **Taxes Due to the State:** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 17. **Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
 18. **Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.
 19. **Sub-Agreements:** Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

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



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

20. **No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the State during the term of this Agreement.
21. **Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.
22. **Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.
23. **Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
24. **Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*
25. **Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
26. **Marketing:** Party shall not use the State’s logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
27. **Termination:**
 - A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.
 - B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
 - C. **Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.
28. **Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
29. **No Implied Waiver of Remedies:** Either party’s delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.



30. **State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
31. **Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:
- A. **Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$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.
 - C. **Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
32. **Requirements Pertaining Only to State-Funded Grants:**
- A. **Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
 - B. **Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.



ATTACHMENT C-1
VERMONT STATE INSURANCE SPECIFICATION
REVISED NOVEMBER 1, 2023

1. Applicability and Definitions.

- a. This Specification applies to providers of goods or services under a contract or grant (either is “the Agreement”) for the State of Vermont and is incorporated, whether directly or by reference, into the Agreement.
- b. “Party” shall mean the Contractor or Grantee as stated in the Agreement.

2. Operation of this Specification.

- a. Before commencing work under the Agreement, the Party must provide certificates of insurance to show that each and all of the minimum insurance coverages listed below, which are or may be applicable, are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State throughout the term of this Agreement.
- b. The State does not warrant that the coverages and limits listed in this document or otherwise required for the Agreement 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.
- c. It is the Party’s responsibility to timely ask the State and seek clarification if Party is uncertain of any particular application of any provision.

3. Additional coverages or amounts required although not stated in this Specification.

In many circumstances, the Party is required by the State to have insurance coverages in addition to those stated in this Specification, or to have higher limits or terms for listed coverages beyond what is required in this Specification. Those additional requirements may be stated in the Agreement or in other attachments or exhibits to the Agreement. It is the Party’s responsibility to meet such additional requirements in the manner and according to the terms stated for coverages listed in this Specification.

4. *General Liability and Property Damage:* With respect to all operations performed under the Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- a. Premises - Operations
- b. Products and Completed Operations
- c. Personal Injury Liability
- d. Contractual Liability
- e. The policy shall be on an occurrence form and limits shall not be less than:
 - i. \$1,000,000 Each Occurrence
 - ii. \$2,000,000 General Aggregate
 - iii. \$1,000,000 Products/Completed Operations Aggregate
 - iv. \$1,000,000 Personal & Advertising Injury
- f. If the performance of the Agreement involves construction, then:
 - i. a “per project” aggregate endorsement is required; and
 - ii. completed operations coverage must be carried for three years post project completion.



5. **Automotive Liability:** If motor vehicles will be or are used in connection with the Agreement, 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. For Contracts involving construction or when performance under the Contract would require a commercial or other specialized driver's license, limits shall not be less than \$1,000,000. When performance includes interstate commerce or transport of hazardous products or materials regulated by the Federal Motor Carrier Administration and set forth in 49 C.F.R. § 387.9, the coverage shall include the MCS-90 endorsement.
6. **Umbrella or Excess Liability:** For Contracts involving construction, or when performance under the Contract would require a commercial or other specialized driver's license, the Party shall carry umbrella or excess liability insurance covering over the underlying general and automotive liability policies. Coverage shall be on an occurrence form and limits shall not be less than \$1,000,000 per occurrence, \$1,000,000 general aggregate, unless higher limits are required by the State of Vermont. This requirement need not be met if the Party's applicable underlying coverages meet or exceed \$2,000,000.

7. **Additional Insured:**

- a. The General Liability, Property Damage, and Umbrella/Excess coverages required for performance of the Agreement shall include the State of Vermont and its agencies, departments, officers, and employees as Additional Insureds using ISO forms CG2010 and CG2037 or their equivalents.
- b. If performance of the 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.
- c. If third-party cyber liability coverage is required, such coverage shall include the State of Vermont and its agencies, departments, officers, and employees as Additional Insureds.
- d. Additional Insured coverage shall be primary and non-contributory with any other insurance and self-insurance and shall include a waiver of subrogation in favor of the State of Vermont.

8. **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. The State 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.

For work involving construction, workers compensation coverage shall include a waiver of subrogation in favor of the State of Vermont.

9. **Professional Liability Insurance:**

Whenever the performance of the Agreement is to involve any of: (a) licensed professional services, such as, but not limited to, attorneys, medical providers, financial professionals like accountants or actuaries, architects, engineers, management consultants, and providers of services requiring occupational licenses; (b) technology professional services; or (c) when otherwise required by the Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under the Agreement, with minimum coverage of \$1,000,000 per claim, or such higher minimum so provided.

Party shall maintain such professional liability insurance for a period of two years following completion of services under the Agreement.

10. *Cyber Liability and Breach Response Insurance Coverage:*

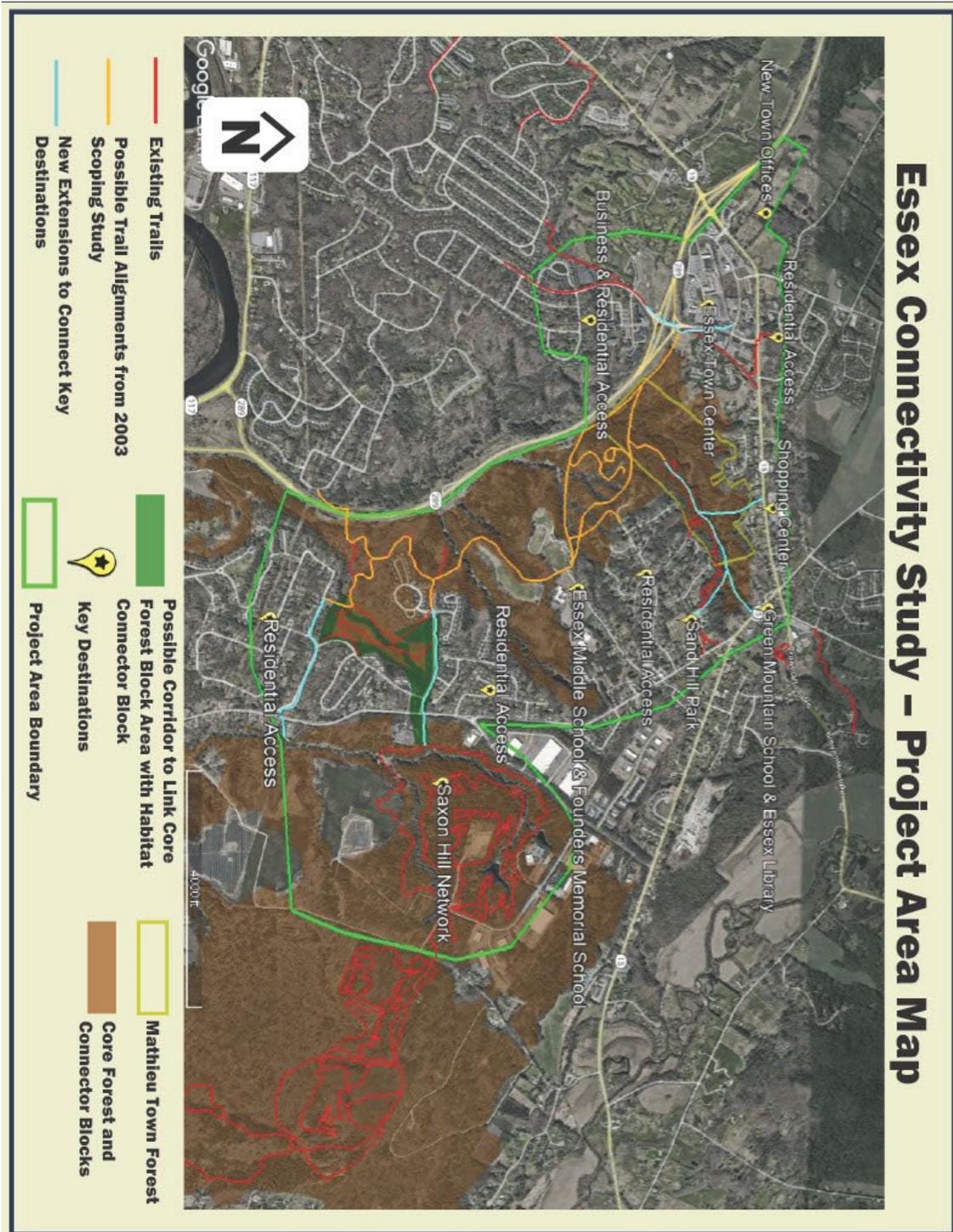
When the Party's performance involves hosting confidential State data, or services in or on State information technology systems where confidential State data may reside, the Party shall have and maintain cyber liability and breach response insurance coverage at no less than \$1,000,000 per claim, \$2,000,000 aggregate. Such policy shall expressly provide, but not be limited to, coverage for losses arising from the following:

- a. unauthorized use of or access to: computer systems (including mobile devices), servers, client's data, or software;
- b. defense of any regulatory action involving a breach of privacy;
- c. failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access;
- d. failure to adequately protect physical security of servers and systems including from cyber terrorism;
- e. the costs for: notification (whether or not required by statute), credit file or identity monitoring, identity restoration, public relations, or legal experts;
- f. third-party liability;
- g. cyber extortion and cyber terrorism; and
- h. no exclusion for actual or alleged breaches of professional services agreements associated with the above.

11. *Notice of Cancellation or Change:* With respect to all required coverage, there shall be no cancellation, change, potential exhaustion of aggregate limits, or non-renewal of insurance coverage(s) without thirty (30) days prior written notice to the State.

(End of Standard Provisions)

ATTACHMENT D: PROJECT MAP





ATTACHMENT E: PROJECT BUDGET

VOREC Project component	VOREC Request
a. Develop partnership	\$3,500
b. Host at least 2 public engagement meetings	\$4,600
c. Conduct an existing conditions analysis	\$14,450
d. Conduct development analysis	\$28,800
e. Develop engineering plans and identify permits	\$18,850
f. Develop a vision document for a connected recreational network	\$6,800
Administrative costs	\$3,000
TOTAL	\$80,000

ATTACHMENT F: STANDARD GUIDELINES FOR OUTDOOR RECREATION ASSETS

Grantees must adhere to the guidelines that match the project components outlined in Attachment A – Scope of Work. If no required guidelines match a project component outlined in the scope of work or the grantee would like to use standards not listed below, the grantee must contact the Recreation Grants Team (ANR.FPRRecreationGrants@vermont.gov) with a proposed set of standards. The grantee may not proceed with work until the proposed set of standards is approved.

For questions, please contact the Recreation Grants Team (ANR.FPRRecreationGrants@vermont.gov).

STANDARD GUIDELINES

Trail Design and Construction

General Guidelines - (Includes the many trail types on USFS lands including pedestrian and cross country skiing as well as general guidelines for trails)

- USFS Trail Construction and Maintenance Notebook - https://fpr.vermont.gov/sites/fpr/files/doc_library/USFS-Trail-Construction-and-Maintenance-Notebook_0.pdf
- USFS Trail Fundamentals and Trail Management Objectives - https://fpr.vermont.gov/sites/fpr/files/doc_library/USGS-Trail-Fundamentals-and-Trail-Management-Objectives.pdf
- Vermont Town Forest Trail Design Guide - https://fpr.vermont.gov/sites/fpr/files/doc_library/FPR-VT-Town-Forest-trail-design-guide.pdf
- Guidance for Non-Native Invasive Plant Species Monitoring and Control in Connection with Section 248 Projects - https://fpr.vermont.gov/sites/fpr/files/doc_library/VTFW-guidance-for-NNIS.pdf

By Use Type

Accessible Recreation

- USFS Accessibility Guidebook - https://fpr.vermont.gov/sites/fpr/files/doc_library/USFS-Accessibility-Guide-Book.pdf
- Access Board Guidance for Boating Facilities - https://fpr.vermont.gov/sites/fpr/files/doc_library/USAB-Accessible-Boating-Facilities.pdf
- Access Board Guidance for Fishing Piers - https://fpr.vermont.gov/sites/fpr/files/doc_library/USAB-Accessible-Fishing-Piers.pdf
- Adaptive Mountain Bike Standards - https://fpr.vermont.gov/sites/fpr/files/doc_library/KASA-Adaptive-MTB-Standard.pdf

Mountain Biking

- IMBA Guidelines for a High Quality Trail Experience - https://fpr.vermont.gov/sites/fpr/files/doc_library/IMBA-Guidelines-for-a-quality-trail-experience-MTB.pdf
- IMBA Trail Development Guidelines for Successfully Managing the Process - https://fpr.vermont.gov/sites/fpr/files/doc_library/IMBA-MTB-Trail-Development-Guidelines-for-successfully-managing-the-process.pdf

Rail Trails and Multi-Use Paths

- VTrans Pedestrian and Bicycle Facility Design Manual - https://fpr.vermont.gov/sites/fpr/files/doc_library/VTrains-Pedestrian-and-Bicycle-Facility-Design-Manual.pdf

Equestrian

- USFS Equestrian Design Guidebook for Trails Trailheads and Campgrounds - https://fpr.vermont.gov/sites/fpr/files/doc_library/USFS-Equestrian-Design-Guidebook-for-Trails-Trailheads-and-Campgrounds.pdf



Backcountry Ski

- Vermont Backcountry Ski Handbook - https://fpr.vermont.gov/sites/fpr/files/doc_library/VT-BC-HANDBOOK.pdf

Snowmobile

- VAST Best Practices for the Development of Snowmobile Trails - https://fpr.vermont.gov/sites/fpr/files/doc_library/VAST-Best-Practices-for-the-development-of-snowmobile-trails.pdf

River Access

- NPS River Access Planning Guide - https://fpr.vermont.gov/sites/fpr/files/doc_library/NPS-River-Access-Planning-Guide_0.pdf

Rock Climbing

- Access Fund Climbing Management Guide - https://fpr.vermont.gov/sites/fpr/files/doc_library/AccessFund-Climbing-Management-Guide.pdf

Trails Near Wetlands

- USFS Wetland Trail Design and Construction - https://fpr.vermont.gov/sites/fpr/files/doc_library/USFS-Wetland-trail-design-and-construction.pdf
- VT DEC Wetlands Program Recreation Trail Building and Wetlands - https://fpr.vermont.gov/sites/fpr/files/doc_library/VTDEC-VT-Wetlands-Program-Guidance-for-Recreational-Trails.pdf

Campsites

- USGS Sustainable Camping Best Management Practices - https://fpr.vermont.gov/sites/fpr/files/doc_library/USGS-Sustainable-Camping-Best-Management-Practices.pdf
- ATC-USFS-NPS-GMC Backcountry Sanitation Manual - https://fpr.vermont.gov/sites/fpr/files/doc_library/ATC-USFS-NPS-GMC-Backcountry-Sanitation-Manual_0.pdf

Street Signage Requirements

For project components that are installing signage on streets for traffic control, such as where there are trail crossings, bicycle and pedestrian lanes, or upcoming trailhead parking areas.

- The Manual on Uniform Traffic Control Devices (MUTCD) produced by the Federal Highway Administration (FHWA): <https://mutcd.fhwa.dot.gov/>

Deconstruction and Disposal of Recreational Structures

- Vermont Agency of Natural Resources Department of Environmental Conservation Construction & Demolition Waste Recycling guidelines: <https://dec.vermont.gov/waste-management/solid/materials-mgmt/construction-waste>

Certificate Of Completion

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Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lora Marchand
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	Agency of Digital Services
	One National Life Drive, Dewey Building
	Montpelier, VT 05620
	lora.marchand@vermont.gov
	IP Address: 159.105.119.62

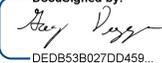
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Signer Events

Greg Duggan
gduggan@essex.org
Town Manager
Town of Essex
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Signature

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Danielle Fitzko
Danielle.Fitzko@vermont.gov
Commissioner, Department of Forests, Parks and Recreation
SOV
Security Level: Email, Account Authentication (None)

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Editor Delivery Events

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Lauren Pyle
ANR.FPRRecreationGrants@vermont.gov
Security Level: Email, Account Authentication (None)

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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify LIB as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by LIB during the course of your relationship with LIB.