



**STATE OF VERMONT**  
JOINT FISCAL OFFICE

**MEMORANDUM**

To: Joint Fiscal Committee members  
From: Daniel Dickerson, Fiscal Analyst *DWD*  
Date: May 20, 2019  
Subject: Grant Request – JFO #2962

Enclosed please find one (1) item, which the Joint Fiscal Office has received from the Administration.

**JFO #2962** – \$20,000 from the National Boating & Fishing Foundation to the VT Dept. of Fish & Wildlife. The Department will utilize the funding to market Vermont fishing opportunities (by season and species) and fishing licenses to non-resident markets. The goal of this effort would be to increase non-resident fishing license sales by 5% and reduce non-resident fishing license churn by 10%.

*[JFO received 5/13/19]*

Please review the enclosed materials and notify the Joint Fiscal Office (Daniel Dickerson at (802) 828-2472; [ddickerson@leg.state.vt.us](mailto:ddickerson@leg.state.vt.us)) if you have questions or would like an item held for legislative review. Unless we hear from you to the contrary by June 03, 2019 we will assume that you agree to consider as final the Governor's acceptance of these requests.



**State of Vermont**  
 Department of Finance & Management  
 109 State Street, Pavilion Building  
 Montpelier, VT 05620-0401

[phone] 802-828-2376  
 [fax] 802-828-2428

RECEIVED

Agency of Administration

MAY 13 2019

JOINT FISCAL OFFICE

**STATE OF VERMONT**  
**FINANCE & MANAGEMENT GRANT REVIEW FORM**

<b>Grant Summary:</b>	This grant is from the Recreational Boating and Fishing Foundation to market fishing and fishing licences to Non-residents, expected to help boost growth in license sales.				
<b>Date:</b>	4/29/2019				
<b>Department:</b>	Fish and Wildlife Department				
<b>Legal Title of Grant:</b>	State R3 Program				
<b>Federal Catalog #:</b>	NA				
<b>Grant/Donor Name and Address:</b>	Recreational Boating & Fishing Foundation, 500 Montgomery Street, Suite 300, Alexandria, VT 22314-1657				
<b>Grant Period:</b>	<b>From:</b>	4/1/2019	<b>To:</b>	3/31/2020	
<b>Grant/Donation</b>	20,000				
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Total</b>	<b>Comments</b>
<b>Grant Amount:</b>	\$20,000	\$	\$	\$20,000	First SFY appropriation is for FY2020.
<b>Position Information:</b>	<b># Positions</b>	<b>Explanation/Comments</b>			
	0				
<b>Additional Comments:</b>		All expenditures are expected in FY2020.			
<b>Department of Finance &amp; Management</b>			<i>AVG</i>	(Initial)	
<b>Secretary of Administration</b>			<i>BSA</i>	(Initial)	
<b>Sent To Joint Fiscal Office</b>			5/9/19	Date	



[Faint text]	[Faint text]	[Faint text]	[Faint text]
[Faint text]	[Faint text]	[Faint text]	[Faint text]
[Faint text]	[Faint text]	[Faint text]	[Faint text]
[Faint text]	[Faint text]	[Faint text]	[Faint text]
[Faint text]	[Faint text]	[Faint text]	[Faint text]
[Faint text]	[Faint text]	[Faint text]	[Faint text]
[Faint text]	[Faint text]	[Faint text]	[Faint text]
[Faint text]	[Faint text]	[Faint text]	[Faint text]
[Faint text]	[Faint text]	[Faint text]	[Faint text]

Handwritten initials or signature in the right column of the table.

JOINT FISCAL OFFICE  
MAY 13 2018  
**RECEIVED**

Handwritten number '250505' at the bottom right of the page.



**Fish & Wildlife Department**  
1 National Life Drive, Davis 2  
Montpelier, Vermont 05620  
[www.vtfishandwildlife.com](http://www.vtfishandwildlife.com)

*Agency of Natural Resources*

MEMORANDUM

TO: Michael Middleman, Budget Analyst

FROM: Elizabeth Stratton, Financial Manager

SUBJECT: Grant Acceptance Request

DATE: April 3, 2019

Enclosed is a Request for Grant Acceptance (Form AA-1) for \$20,000 from the Recreational Boating and Fishing Foundation that will help fund a non-resident fishing marketing campaign.

Funds from this grant will be used to generate new creative assets that convey general fishing opportunities by season and species and promote fishing for families/novices, identify and place ads in digital marketing outlets in geographies based on prior license sales and implement remarketing opportunities. The expected goal is to increase non-resident fishing licenses by 5% and lower non-resident churn by 10%.

A response can be returned to my attention at:

Fish & Wildlife Department  
1 National Life Drive, Dewey 2  
Montpelier, Vermont 05620

Please let me know if you need any further information. I can be reached at 802-828-1191.



**STATE OF VERMONT REQUEST FOR GRANT (\*) ACCEPTANCE (Form AA-1)**

BASIC GRANT INFORMATION				
<b>1. Agency:</b>	Agency of Natural Resources			
<b>2. Department:</b>	Fish and Wildlife Department			
<b>3. Program:</b>	Fish Management			
<b>4. Legal Title of Grant:</b>	State R3 Program			
<b>5. Federal Catalog #:</b>	n/a			
<b>6. Grant/Donor Name and Address:</b>	Recreational Boating & Fishing Foundation 500 Montgomery Street, Suite 300 Alexandria VT 22314-1657			
<b>7. Grant Period:</b>	<b>From:</b>	4/1/2019	<b>To:</b>	3/31/20
<b>8. Purpose of Grant:</b>	Non-resident fishing marketing campaign			
<b>9. Impact on existing program if grant is not Accepted:</b>	Little to no growth in non-resident fishing license sales.			
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
	FY 20	FY	FY	
<b>Expenditures:</b>				
Personal Services	\$20,000	\$	\$	
Operating Expenses	\$	\$	\$	
Grants	\$	\$	\$	
<b>Total</b>	\$20,000	\$	\$	
<b>Revenues:</b>				
State Funds:				
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:				
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:				
Grant (source RBFF)	\$20,000	\$	\$	
<b>Total</b>	\$20,000	\$	\$	
<b>Appropriation No:</b>	6120000000 (SFY20)	<b>Amount:</b>	\$20,000	
			\$	
			\$	
			\$	
			\$	
			\$	
		<b>Total</b>	\$20,000	

**STATE OF VERMONT REQUEST FOR GRANT (\*) ACCEPTANCE (Form AA-1)**

**PERSONAL SERVICE INFORMATION**

**11. Will monies from this grant be used to fund one or more Personal Service Contracts?**  Yes  No  
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: Louis Porter Agreed by: LP (initial)

12. Limited Service Position Information:	# Positions	Title
<b>Total Positions</b>		

**12a. Equipment and space for these positions:**  Is presently available.  Can be obtained with available funds.

**13. AUTHORIZATION AGENCY/DEPARTMENT**

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature: <u>[Signature]</u> <i>Louis Porter</i>	Date: <u>4/10/19</u>
	Title: Fish and Wildlife Commissioner	
	Signature: <u>[Signature]</u>	Date: <u>04/11/19</u>
	Title: <u>ANR SECRETAR-1</u>	

**14. SECRETARY OF ADMINISTRATION**

<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature) <u>[Signature]</u>	Date: <u>5/2/19</u>
-----------------------------------------------	------------------------------------------------------	---------------------

**15. ACTION BY GOVERNOR**

<input checked="" type="checkbox"/> Check One Box: Accepted	(Governor's signature) <u>[Signature]</u>	Date: <u>5/9/19</u>
<input type="checkbox"/> Rejected		

**16. DOCUMENTATION REQUIRED**

**Required GRANT Documentation**

<input type="checkbox"/> Request Memo	<input type="checkbox"/> Notice of Donation (if any)
<input type="checkbox"/> Dept. project approval (if applicable)	<input type="checkbox"/> Grant (Project) Timeline (if applicable)
<input type="checkbox"/> Notice of Award	<input type="checkbox"/> Request for Extension (if applicable)
<input type="checkbox"/> Grant Agreement	<input type="checkbox"/> Form AA-1PN attached (if applicable)
<input type="checkbox"/> Grant Budget	

**End Form AA-1**

(\*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5).

STATE OF NEW YORK  
 COUNTY OF ...

Name	Address	City	State
[Faint Name]	[Faint Address]	[Faint City]	[Faint State]
[Faint Name]	[Faint Address]	[Faint City]	[Faint State]
[Faint Name]	[Faint Address]	[Faint City]	[Faint State]
[Faint Name]	[Faint Address]	[Faint City]	[Faint State]
[Faint Name]	[Faint Address]	[Faint City]	[Faint State]
[Faint Name]	[Faint Address]	[Faint City]	[Faint State]
[Faint Name]	[Faint Address]	[Faint City]	[Faint State]

2/1/11

*[Handwritten Signature]*

*[Handwritten Signature]*

2/1/11

The undersigned, who is duly qualified to act as a Justice of the Peace in and for the County of ... do hereby certify that the foregoing is a true and correct copy of the ... as the same appears from the records of said County.



**GRANT AGREEMENT  
VERMONT R3 PROGRAM GRANT  
VERMONT NON-RESIDENT MARKETING CAMPAIGN  
AGREEMENT #RBFF-19-G-420**

This Agreement is entered into this First day of April, 2019 (hereinafter referred to as the "Effective Date"), by and between Recreational Boating and Fishing Foundation, a tax-exempt 501(c)(3) corporation with offices at 500 Montgomery Street, Suite 300, Alexandria, VA 22314 (hereinafter "RBFF") and Vermont Fish and Wildlife Department, a state government agency organized and existing under the laws of Vermont, with its principal office at 1 National Life Drive, Dewey I, Montpelier, VT 05620 (hereinafter, "Subrecipient").

In consideration of the mutual promises and mutual benefits set forth herein, RBFF and Subrecipient agree to the following:

A. PURPOSE

RBFF has entered into a Cooperative Agreement with the United States Fish and Wildlife Service (hereinafter, the "Agency"), Agreement Number F18AC00145 (hereinafter the "Agency Cooperative Agreement"), a copy of which is attached hereto at Exhibit A. The purpose of the Agency Cooperative Agreement is to facilitate the cooperation of RBFF and the Agency to implement the strategies identified in the Strategic Plan for the National Outreach and Communication Program (NCOP), including improving communications regarding angling and boating opportunities, reducing barriers to participation in angling and boating, advancing adoption of sound angling and boating practices, promoting conservation and responsible use of national aquatic resources, and furthering safety in angling and boating. RBFF has determined that Subrecipient's Proposal (hereinafter the "Proposal") to implement a non-resident marketing campaign to increase fishing license sales (hereinafter the "Project"), a copy of which is attached hereto at Exhibit B, will help to fulfill RBFF's obligations under the Agency Cooperative Agreement. The purpose of this Agreement is to provide financial support to Subrecipient to implement and manage the Project.

B. SCOPE OF WORK

1. RBFF's Obligations. RBFF shall make a subaward not to exceed a total of \$20,000 to Subrecipient as detailed in the Proposal and any modifications to the Proposal that the parties may execute from time to time (hereinafter the "Subaward").

2. Subrecipient's Obligations

(a) Subrecipient shall implement and manage the Project as described in the Proposal.

- (b) Subrecipient acknowledges and agrees that, as a recipient of a subaward of Federal funds, Subrecipient qualifies as a "subrecipient" within the meaning of Section 200.93 of Title 2 of the Code of Federal Regulations ("CFR") and is subject to and shall comply with the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" set forth in CFR Title 2, Subtitle A, Chapter II, Part 200 (2 CFR § 200.0 *et seq.*), including the appendices thereto, which are hereby incorporated by reference. Subrecipient shall comply with all applicable obligations, terms, and conditions imposed thereunder.
  - (c) Subrecipient shall use the Subaward solely in furtherance of the Project in a manner permissible for a tax-exempt organization described under Section 501(c)(3) of the Internal Revenue Code and shall immediately return to RBFF any portion of the Subaward that is not needed to support the Project or that is expended in violation of this Agreement, including the payment of any costs that are disallowed under the applicable cost principles to which Subrecipient is subject.
  - (d) Subrecipient shall immediately pay to RBFF to the extent RBFF is required to pay the Agency (or RBFF may deduct from payments to Subrecipient) any portion of the Subaward that the Agency withholds from payment because of the actual or alleged manner in which Subrecipient performs its obligations hereunder or any failure of Subrecipient to comply with the obligations of the Agency Cooperative Agreement.
  - (e) Subrecipient is not required to deposit any portion of the Subaward in a separate bank account; however, Subrecipient shall account for the Subaward separately from Subrecipient's other funds and shall immediately pay to RBFF any interest earned on any portion of the Subaward.
  - (f) Subrecipient shall maintain the records and produce the reports more fully set forth in Section D below.
  - (g) Subrecipient must provide its Data Universal Numbering System (DUNS) number to RBFF in order to receive its Subaward. No Subaward may be made by RBFF absent receipt of Subrecipient's DUNS number.
3. **RBFF Program Manager.** Administration of this Agreement will be performed by Stephanie Hussey, Program Manager of RBFF. All notices, certificates, acknowledgments, or other communications shall be delivered in accordance with Paragraph 8 of Section F to the Program Manager at 500 Montgomery Street, Suite 300, Alexandria, VA 22314. The President/CEO of RBFF and the Chairman of the Board of Directors of RBFF are the only persons, individually or together, authorized to change the terms or conditions of this Agreement on behalf of RBFF.

4. **Subrecipient Project Manager.** Subrecipient shall designate Megan Duni as Project Manager, who shall be responsible for implementing and managing the Project and coordinating all matters related to this Agreement with the RBFF Program Manager. All notices, certificates, acknowledgements, or other communications shall be delivered in accordance with Paragraph 8 of Section F to the Project Manager at 1 National Life Drive, Dewey 1, Montpelier, VT 05620.

C. **TERM AND TERMINATION**

1. **Term.** This Agreement shall be effective as of the Effective Date identified above and shall expire on March 31, 2020 (hereinafter, the "Expiration Date"), unless extended pursuant to Paragraph 2 or terminated sooner pursuant to Paragraph 3 below.
2. **Termination.** This Agreement may be terminated in whole or in part immediately by RBFF if Subrecipient breaches any obligation hereunder or otherwise endangers RBFF's performance under the Agency Cooperative Agreement as determined in RBFF's sole discretion, or if the Agency Cooperative Agreement, or any portion thereof affecting the Subaward, is terminated or altered.
3. **Effect of Expiration or Termination.** Upon expiration or termination of this Agreement, Subrecipient shall promptly return to RBFF any unspent portion of the Subaward or any portion of the Subaward expended in violation of this Agreement and immediately discontinue performance except as necessary to protect and preserve data and materials in the possession or control of Subrecipient in which RBFF and/or the Agency has an interest. Subrecipient shall deliver to RBFF one copy of all work product in process, drafts, and other materials developed in connection with Subrecipient's performance under this Agreement and shall perform such other acts, to the extent requested, that would be required of RBFF under the Agency Cooperative Agreement in connection with a corresponding termination or expiration of the Agency Cooperative Agreement or portions thereof.

D. **RECORDS AND REPORTS**

1. **Accounting Records.** Subrecipient shall maintain accounting records relating to its performance under this Agreement, including all uses of the Subaward, in a manner that is consistent with generally accepted accounting principles and all applicable provisions of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" set forth in CFR Title 2, Subtitle A, Chapter II, Part 200 (2 CFR § 200.0 *et seq.*), including the appendices thereto. All accounting records required hereunder shall be maintained for at least three (3) years after the Agency Cooperative Agreement expires or is terminated. Upon reasonable notice to Subrecipient, RBFF, the Agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Subrecipient that are pertinent to this Agreement

and have the right to audit and copy such materials during the term of this Agreement and for as long as such records are maintained.

2. Reports.

(a) Mid-Progress Report. Subrecipient shall submit to the RBFF Program Manager a mid-progress program report detailing activities. This report is due June 28, 2019.

(b) Final Report. Subrecipient shall submit to the RBFF Program Manager a final program report summarizing accomplishments as well as explaining any milestones not accomplished with two copies of all printed products and news articles published about the project. A financial report to include any matching and/or in-kind expenses shall also be submitted. This report is due no later than September 27, 2019.

(c) Case Study. Subrecipient shall create a case study based on RBFF's template and work with RBFF Program Manager to finalize the case study to share learnings with state agencies. The draft case study is due October 31, 2019.

E. SPECIAL PROVISIONS

1. Ownership of Materials. Except as may otherwise be provided in this Agreement, nothing herein shall affect Subrecipient's copyright interests in any materials produced in part or in whole as a result of the Subaward. Notwithstanding the foregoing, Subrecipient warrants that it shall have the right to and does hereby grant to RBFF and the U.S. Government a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, copy, excerpt, or otherwise use and to license others to use any and all such materials, including any and all data collected in connection with the Project in any and all forms in which said data are fixed. All materials produced under this Agreement will be submitted to the U.S. Government in accordance with RBFF's Agency Cooperative Agreement. The U.S. Government may publish, reproduce and use all of the work and technical data developed as a result of this Agreement, in any manner and for any purpose without limitation, and may authorize others to do the same. Subrecipient shall provide at least three (3) copies of each publication produced as a result of this Agreement upon request of RBFF. Subrecipient further agrees to include these provisions in any sub-award to any sub-recipient.

2. Public Releases. The Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, videos, Internet sites, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the Subrecipient represents. No release of information relating to this Agreement may state or imply that the Government approves of the Subrecipient's work products, or

considers the Subrecipient's work product to be superior to other products or services. All news releases, public announcements or advertising material concerning this Agreement shall be contingent upon U.S. Government approval as required by the Agency Cooperative Agreement. Subrecipient must obtain prior RBFF and U.S. Government approval for any public information releases concerning this Agreement that refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval. All information submitted for publication or public releases authorized by RBFF shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Subrecipient further agrees to include these provisions in any sub-award to any sub-recipient.

3. **Communications**. Subrecipient shall not communicate directly with the Agency without the prior written consent of RBFF. It is the intent of this paragraph that all communications with the Agency be made by or at the direction of RBFF only.
4. **Equipment**. Unless otherwise advised by RBFF, title to equipment acquired under the Subaward will vest upon acquisition in Subrecipient, subject to the obligations and conditions set forth in 2 CFR § 200.313.
5. **No Lobbying or Political Activity**.
  - (a) Pursuant to 18 U.S.C. § 1913, *Lobbying with Appropriated Moneys*, Subrecipient and any sub-recipient are prohibited from using any part of the Subaward, directly or indirectly, to pay for any personal service, advertisement, printed or written matter, telephonic or other electronic communication, or any other device (a) intended or designed to influence in any manner a member of Congress to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation, or, except as specifically provided herein, (b) intended or designed to influence in any manner administrative, regulatory or executive-branch policy. This shall also prohibit the Subrecipient and any sub-recipient from using any of the Subaward to contribute to a lobbying organization, trade group, PAC, or similar organization that is constituted to influence or attempts to influence Congress, in the manner set forth above, or administrative, regulatory or executive-branch policy.
  - (b) Pursuant to 31 U.S.C. § 1352 and 43 CFR Part 18, Subrecipient and any sub-recipient of the Subaward are prohibited from using any portion of the Subaward

to pay 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 contract, 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 contract, grant, loan, or cooperative agreement. Subrecipient certifies that it has not engaged in any of the prohibited activity set forth in the preceding sentence. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. If any funds other than Federal appropriated funds have been paid or will be paid 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 a Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- (c) Subrecipient and any sub-recipient are prohibited from using any portion of the Subaward to engage in any activity considered to be direct or grass roots lobbying under Sections 4911 and 501(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations or to directly or indirectly participate or intervene, or attempt to participate or intervene, in any political campaign on behalf of (or in opposition to) any candidate for public office. Subrecipient further agrees to include these provisions in any sub-award to any sub-recipient.
6. Environmental Compliance. For all Project activities, Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). All Project activities must also comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of the Endangered Species Act, and Section 106 of the National Historic Preservation Act.
7. No Trafficking in Persons. During the period of performance under the Agreement, Subrecipient and its employees shall not (a) engage in severe forms of trafficking in persons, (b) procure a commercial sex act, or (c) use forced labor in the performance of the Subaward, all as prohibited by the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) and its applicable standards and regulations (See 2 CFR Part 175).
8. Debarment and Suspension. In accepting the Subaward, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federal procurement or non-procurement programs by any Federal department or agency. Any change in the debarred or suspended status of Subrecipient during the period of performance under the Agreement must be reported immediately to RBFF.

9. **Scientific Integrity and Conflicts of Interest.** Subrecipient shall ensure the quality of any Project results such that they involve unbiased assessments and comply with applicable scientific integrity standards as set forth in Department of Interior Departmental Manual 305 DM 3 and 212 FW 7. Subrecipient warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest, as defined in Agency policy 212 FW 7. Subrecipient agrees that if an actual or potential conflict of interest is discovered after execution of this Agreement, Subrecipient will make a full disclosure in writing to RBFF, including a description of activities that Subrecipient has taken or proposes to take, after consultation with RBFF, to avoid, mitigate, or neutralize the actual or potential conflict. RBFF may take such action as it determines, in its sole discretion, is appropriate, in whole or in part, to address or avoid any Subrecipient the conflict of interest, including but not limited to termination of this Agreement.

10. **Whistleblower Protection.**

- (a) The Subaward and related subawards and contracts over the simplified acquisition threshold and all employees working on the Subaward and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- (b) Subrecipient, and any of its subrecipients and contractors awarded contracts over the simplified acquisition threshold related to the Subaward, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- (c) Subrecipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

11. **Additional Mandatory Disclosures.**

- (a) If in Subrecipient's most recent fiscal year, or any other fiscal year completed during the term of this Agreement, Subrecipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards subject to the Federal Funding Accountability and Transparency Act of 2006, as amended, and those revenues equaled or exceeded \$25 million, Subrecipient shall provide to RBFF the information about the compensation of Subrecipient's five most highly compensated executives during that year as required by 2 CFR Part 170 so that RBFF may comply with its obligations to report to the Agency. The information required to be reported under this paragraph is due no later than fifteen days after the Effective Date or the end of the applicable fiscal year, whichever is later.

(b) Subrecipient acknowledges and agrees that it is required to report to RBFF in writing all violations of Federal criminal law involving fraud, bribery, or gratuities potentially affecting the Subaward or the Agency Cooperative Agreement. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.338 ("Remedies for noncompliance"), including suspension and debarment (see 2 CFR § 200.113, 2 CFR Part 180, and 31 U.S.C. § 3321).

F. MISCELLANEOUS

1. Headings. The headings contained herein are for the convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.
2. Entire Agreement. This Agreement, together with all documents incorporated by reference herein, constitutes the entire and sole agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the subject matter hereof. This Agreement cannot be modified, changed or amended, except in writing signed by a duly authorized representative of each of the parties.
3. Survival. The duties, obligations, and rights imposed or granted in Subparagraphs B.2.(b) through (f), Paragraph C.4, and Sections D, E, and F shall survive termination or expiration of this Agreement.
4. Trademark and Trade Name. This Agreement does not give either party any ownership rights or interest in the other party's trade name or trademarks.
5. No Joint Venture. Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between Subrecipient and RBFF, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
6. Order of Precedence. In the event of any conflict, ambiguity or inconsistency between this Agreement, the Agency Cooperative Agreement, and any other document that may be attached hereto or referenced herein, the inconsistency or ambiguity shall be resolved by giving precedence in the following order:
  - (a) The Federal laws, regulations, executive orders and Agency orders and opinions to which RBFF and Subrecipient are subject;
  - (b) The Agency Cooperative Agreement (Exhibit A);
  - (c) This Agreement, excluding Exhibits and/or attachments; and
  - (d) The Proposal (Exhibit B).
7. Assignment and Delegation, Contracting. Neither party shall assign or delegate this



Agreement or any rights, duties, or obligations hereunder to any other person and/or entity without prior express written approval of the other party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the parties hereto. Except as may otherwise be agreed, Subrecipient will not issue any subgrant of the Subaward or permit anyone other than its own employees and volunteers to conduct the Project without the prior written consent of RBFF. If RBFF consents to Subrecipient making a subgrant, Subrecipient must enter into a written agreement with the sub-recipient that requires the sub-recipient to comply with all applicable terms and conditions of this Agreement as if Subrecipient were RBFF and the sub-recipient were Subrecipient, in addition to all applicable Federal laws, regulations, executive orders and Agency orders and opinions to which such a person may be subject as a result of receiving Federal funds through this Agreement. If RBFF consents to Subrecipient utilizing a subcontractor, Subrecipient must enter into a written agreement with the subcontractor that requires the subcontractor to comply with all applicable Federal laws, regulations, executive orders and Agency orders and opinions to which such a person may be subject as a result of receiving Federal funds through this Agreement.

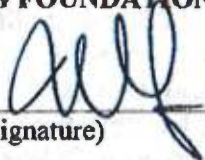
8. Notices. All notices shall be in writing and shall be deemed properly delivered when delivered by hand, by facsimile with copy of same mailed by First Class mail no later than the next business day, or by certified mail to the parties at the addresses set forth in Paragraphs 3 and 4 of Section B.
9. Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remaining terms of this Agreement shall continue to be in full force and effect.
10. Dispute Resolution. The parties agree to submit any unresolved disputes concerning the interpretation of this Agreement including claims for violations of federal, state, or local statutes or regulations or contractual and common law rights, to a mediation process, with each party to bear its own attorneys' fees and costs of the mediation to be borne equally by both parties. If mediation is unsuccessful, the parties agree to resolve the dispute through arbitration, following the rules and practices of the American Arbitration Association. RBFF shall be entitled to injunctive and declaratory relief in addition to all other remedies available.
11. Compliance with Laws. Subrecipient shall comply with all applicable national, provincial, state, county, and local laws, ordinances, regulations, and codes in the performance herewith including the procurement of any necessary permits and licenses.
12. Governing Law. All questions arising under or in connection with this Agreement shall be governed and determined by the Federal statutes and regulations applicable to the Agency Cooperative Agreement; excluding its conflict of law principles, provided, however, that where the law applicable to the Agency Cooperative

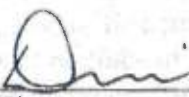
Agreement does not provide the rules for determining the particular question, the law of the State of Vermont shall apply.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this Agreement to be executed as of the date first written above.

**RECREATIONAL BOATING AND FISHING FOUNDATION**

**VERMONT FISH AND WILDLIFE DEPARTMENT**

By:   
(Signature)

By:   
(Signature)

Name: Frank Peterson

Name: Megan Duni

Title: President/CEO

Title: Communications Coord.

Date: 4/3/19

Date: 4/2/19