



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

Agency of Administration

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

Grant Summary:		This is a grant from the Northern Borders Regional Commission to help fund a 2 day dairy summit that will focus on farmer resiliency, planning for future markets, and current opportunities for diversification.			
Date:		1/7/2019			
Department:		Agency of Agriculture, Food & Markets			
Legal Title of Grant:		Economic and Infrastructure Development Grant Program			
Federal Catalog #:		90.601			
Grant/Donor Name and Address:		NBRC 53 Pleasant St, Suite 1201, Concord, NH 03301			
Grant Period:	From:	12/1/2018	To:	9/30/2020	
Grant/Donation		\$41,750			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$41,750	\$	\$	\$41,750	The total project amount is \$68,000, comprised of \$41,750 in new federal grant funds and \$26,250 in State match.
Position Information:		# Positions	Explanation/Comments		
		0			
Additional Comments:					
Department of Finance & Management			(Initial)		
Secretary of Administration			(Initial)		
Sent To Joint Fiscal Office		1/15/19	Date		





Agency of Agriculture Food & Markets

116 State Street
Montpelier, VT 05620

www.Agriculture.Vermont.gov

Memorandum

TO: Mike Middleman, Budget Analyst
Department of Finance and Management

FROM: Anson Tebbetts, Secretary
Agency of Agriculture, Food & Markets

DATE: December 10, 2018

SUBJECT: NORTHERN BORDERS REGIONAL COMMISSION FUNDING FOR DAIRY SUMMIT

E-SIGNED by anson tebbetts
on 2018-12-10 17:33:09 UTC

This memo is to inform the Agency of Administration that the Vermont Agency of Agriculture, Food & Markets (VAAFAM) has been awarded \$41,740 from the Northern Borders Regional Commission (NBRC) to fund the Northern Tier Dairy Summit. These dollars will supplement funding commitments by existing programs supporting Vermont's agricultural industry. Enclosed is NBRC's Notice of Grant Award outlining the grant award terms and conditions.

This funding from NBRC will allow VAAFAM to host a two-day dairy summit that will:

- Focus on farmer resiliency, processor engagement, and how markets will evolve in the coming years.
- Secure out-of-state speakers who bring industry expertise and a perspective that will enrich Vermont dairy producer perspectives.
- Serve as a touch point for other dairy industry related work, including the request from the Legislature to explore supply management options.
- Allow 70 Vermont dairy farmers to attend free of charge (including registration, meals, and lodging).

Funding will be used to pay for event expenses, including venue expenses, speaker fees, and registration services.



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

BASIC GRANT INFORMATION				
1. Agency:	Agency of Agriculture, Food & Markets			
2. Department:				
3. Program:	Northern Borders Regional Commission			
4. Legal Title of Grant:	Economic and Infrastructure Development Grant Program			
5. Federal Catalog #:	90.601			
6. Grant/Donor Name and Address:	NBRC 53 Pleasant St, Suite 1201, Concord, NH 03301			
7. Grant Period:	From:	12/1/2018	To:	9/30/2020
8. Purpose of Grant:	Convene a two day dairy summit that will focus on farmer resiliency, planning for future markets, and current opportunities for diversification. Funding will allow 70 Vermont dairy farmers to attend free of charge - including registration and lodging, in addition to securing out of state speakers.			
9. Impact on existing program if grant is not Accepted:	There is no existing program. Without this funding, the State will miss a strategic opportunity for engagement with the dairy community during a time of crisis.			
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 19	FY 20	FY	
Personal Services	\$63,000	\$	\$	
Operating Expenses	\$5,000	\$	\$	
Grants	\$	\$	\$	
Total	\$68,000	\$	\$	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$26,250	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$41,750	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source)	\$	\$	\$	
Total	\$68,000	\$	\$	
Appropriation No:	2200030000	Amount:	\$41,750	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

DEC 1 0 2018

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

	Total \$41,750
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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: Diane Bothfeld Agreed by: D. B. (Initial)

12. Limited Service Position Information:	# Positions	Title
Total Positions		

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: E-SIGNED by Diane Bothfeld on 2018-12-10 17:46:01 UTC	Date:
	Title: Director of Administrative Services IV/Dairy Policy	
	Signature:	Date:
	Title:	

14. SECRETARY OF ADMINISTRATION

<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature) 	Date: 1/8/19
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15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/> Check One Box: Accepted	(Governor's signature) 	Date: 1/14/19
<input type="checkbox"/> Rejected		

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

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



Northern Border Regional Commission

Grant Agreement Between Northern Border Regional Commission (NBRC) And Vermont Agency of Agriculture, Food & Markets

August 23, 2018

NBRC Agreement Number: NBRC18E01

Project Title: Northern Tier Dairy Summit

Grantee/Recipient: Vermont Agency of Agriculture, Food & Markets Contact: Diane Bothfeld 116 State Street, Montpelier, VT 05620 802-522-2252 Diane.bothfeld@vermont.gov	Grantor: Northern Border Regional Commission Contact: Christine Frost 53 Pleasant Street, Suite 1201, Concord, NH 03301 603-369-3001 admin@nbrc.gov www.nbrc.gov
State Program Manager: Tim Tierney VT Agency of Commerce and Community Development, 1 National Life Drive. Montpelier, VT 05620-0501 (802) 505-5496	NH Business & Economic Affairs email: Tim.Tierney@vermont.gov http://www.thinkvermont.com

Grantee's Employer Identification Number (EIN): 03-6000274

Grantee's DUNS Number: 80-93767180

Date of Award: August 23, 2018

Date of Amendments	N/A
Total Project Amount:	\$68,000
Amount of Federal NBRC Funds Awarded:	\$41,750
Total Other Funds/Match:	\$26,250
Reimbursement Rate:	61%
CFDA Number and Name:	#90.601 /Economic and Infrastructure Development Grant Program
Project Description:	Convene a Summit for the dairy industry in response to numerous dairy farms closing
Infrastructure Award:	No
Approved Indirect Cost Rate:	N/A

I. Grant Provisions Specific to This Award

- I. **Statement of Purpose** – Incorporation of Proposal: This agreement implements a Grant/Investment made under the authorities of 40 USC Subtitle 5, to provide funding to the **Vermont Agency of Agriculture, Food & Markets**. This project shall be carried out in general accord with Recipient’s proposal, received by Northern Border Regional Commission (NBRC) prior to May 11, 2018. Recipient’s proposal is incorporated by reference as the Scope of Service. To the extent this agreement conflicts with the incorporated proposal, this Agreement shall control.
- II. **Order of Precedence:** This Grant Agreement is subject to the provisions of 40 USC Subtitle 5, 2 CFR 200, General Federal Grant Provisions, this Grant Agreement, the most recent NBRC Federal Grant Investment Manual, and any incorporated Supplements. Any conflict among these provisions shall be resolved giving precedence to these authorities in the order in which they are listed above.
- III. **Period of Performance:** The Investment period of Performance shall be from the date a Notice to Proceed is issued, through September 30, 2020.
- IV. **NBRC Agreement Number:** The Grant Agreement number that has been assigned to this project **must** be included in any and all communications regarding this award, this includes filing progress reports and reimbursement requests as well as incidental communication and inquiries.

V. **Obligation of Funds:** The following items are required to be filed with NBRC no later than **December 1, 2018**, to ensure that funds are obligated for this specific project in the current federal fiscal year.

- * A signed copy of this Grant Agreement
- * Completed SF3881 Automated Clearing House (ACH) Enrollment Form.

VI. **Notice to Proceed: No work may begin prior to a Notice-To-Proceed being issued by NBRC.** No documented match or invoices generated by the Recipient will be considered part of the project until a Notice-To-Proceed has been issued by NBRC. Reimbursements shall not cover costs incurred prior to the date of a Notice to Proceed from NBRC. The following items are required for this project in order to receive a Notice-To-Proceed:

- * Signed Grant Agreement returned to NBRC
- * SF3881 Automated Clearing House (ACH) returned to NBRC

VII. **Project Scope:**

A. As outlined in the application submitted to the State of Vermont August 22, 2018.

VIII. **Reporting Requirements :**

A. Quarterly Reporting

1. **Progress Reports:** Using the Performance Progress Report (SF-PPR), each Recipient is required to provide quarterly progress reports beginning October 1, 2018. These reports are required even when no activity has taken place during that time period (state that no activity has taken place). Reimbursements will not be processed if Progress Reports are up not up to date. Reports are due as follows:

Reporting Period:(Quarter 1) October 1 - December 31 - **Report Due January 31**

Reporting Period:(Quarter 2) January 1 - March 30 - **Report Due April 30**

Reporting Period:(Quarter 3) April 1 - June 30 - **Report Due July 31**

Reporting Period: (Quarter 4) July 1 - September 30 - **Report Due October 30**

B. Annual Reporting

1. **Financial Reports:** The SF-425 Federal Financial Report is due on October 30 of each federal fiscal year (October 1 to September 30) and 45 days after the close of the project. Reimbursements will not be processed if Annual Financial Reports are up not up to date.

C. Close Out Reporting

Five percent (5%) of the NBRC award will be held until all Project Close Out documents are received by NBRC.

1. **Performance Measures:**

a) **GPRA:** The recipient agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by

NBRC in compliance with the Government Performance and Results Act (GPRA) of 1993. Performance measures and reporting requirements that presently apply to program activities funded by this grant will be provided in a separate GPRA information collection document. GPRA reporting will include # of jobs created (these jobs are a result of the project not temporary employment during the project) and amount of private investment as a result of the project.

b) **Project Specific Performance Measures:**

- # of attendees at the conference
2. **Final Report:** Final Reports using the SF-SPPR shall be due 45 days after the close of the project. This report covers the entire project, not the remainder of the project since your last quarterly report.
 3. **Video:** A maximum 3-minute video describing the results of the project shall be submitted to NBRC.
 4. **Final Financial Report:** SF-425 Federal Financial Report including the entire project.
 5. **Equipment Purchase Documentation:** **If** equipment was purchased as part of the project the following shall be submitted to NBRC:
 - a) Inventory listing any equipment purchased as a result of the project;
 - b) Depreciation schedule of the equipment.
 6. **Real Property Documentation:** **If** property is purchased.
 - a) A copy of recorded deed restrictions for property purchased as part of the project and the SF 429A.
 7. **Leases:** Copy of any and all leases developed as part of the project shall be submitted to NBRC.

IX. **Budget:** Under the terms of the Award, the total approved/authorized budget is: **\$68,000**. Costs will be determined in general accord with the budget outlined in the proposal or subsequently negotiated. Recipients must obtain prior written approval when any line item within the budget is changed by more than 10% of the line item.

Budget	
Administration	
Real Estate, Easements, etc	
Architectural and Engineering/Other Contractual/Professional Services	\$63,000
Construction	
Equipment	
Supplies	\$5,000
Travel	
Personnel & Fringe	
Indirect Costs	
Sub-Awards	
Total	\$68,000

- X. **Matching Share of Project Costs:** Prior to receipt of Notice To Proceed and any initial disbursement of funds, the Total Project Costs must be identified. Form NBRC1002 must be submitted identifying all match that will be used in order to complete the project.
- XI. **Program Income:** N/A
- XII. **Architect/Engineer Agreement:** The agreement must provide for all services required by the Recipient for the design and engineering phases of the project. The recipient must select the architect/engineer in accordance with the procurement standards set forth in 12 C.F.R. 200.319. The “cost-plus-a-percentage-of-cost” and “percentage of construction cost” methods of contracting are specifically prohibited.
- XIII. **Construction Management Agreement:** The award and compensation for Construction Management services are subject to the same rules as those for architect/engineer services. The Construction Management Agreement must spell out who is responsible for construction inspection, approval of construction and supply contracts, change orders and other areas of possible conflicts (i.e., the division of responsibility and authority between the Recipient, the Architect/Engineer and the Construction Management).
- XIV. **Sub-Awards:** It is understood that certain work activities undertaken as part of the project funded through this Financial Assistance Award will be accomplished through sub-awards by the Recipient. Before the disbursement of any funds awarded through this

Financial Assistance Award for any costs incurred by a sub-awardee, the Recipient will provide to NBRC:

1. A sub-award agreement acceptable to NBRC between the Recipient and the sub-awardee governing the sub-awardee's work activities. The sub-awardee agreement must include a description of the activities to be performed, the amount of the sub-award, the total cost of the activities to be undertaken, and the requirement that the sub-awardee comply with all of the terms and conditions of this Financial Assistance Award, and;
2. A written opinion from the Recipient that the sub-awardee is an entity eligible as outlined in the guiding legislation of NBRC: specifically, a "States or local governments, Indian tribes, or public or nonprofit organization (defined as an organization described in section 501(c) of the Internal Revenue Code of 1986 and exempt from taxation under 501(a).

XV. **Procurement:** Appendix II of 2 CFR 200 will guide the work of all Recipients and any sub-recipients that are awarded funds through NBRC. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the Recipient entity under the Federal award must contain provisions covering the following, as applicable.

For competitive awards, recipients must disclose any competition related Conflicts of Interest, consistent with the recipient's Conflict of Interest Policy. If the recipient does not have a Conflict of Interest Policy, one must be created prior to any contracts of subawards.

Electronic and Information Technology Accessibility Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the NBRC will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 doesn't apply to the receipts current EIT, it does apply to any products that are created by the recipients using federal funds.

All Contracts:

- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Contracts in excess of \$10,000:

- All contracts in excess of \$10,000 must address termination for cause and for convenience by the Recipient entity including the manner by which it will be affected and the basis for settlement.
- Equal employment opportunity and labor standards requirements for federally assisted construction and modernization must be specified in the information provided to potential bidders/offerors on construction contracts under NBRC grants and must be included in the resulting contract documents; “Will not discriminate on the basis of race, color religion, sex or national origin.”
- Except as otherwise provided in the conditions of the award, when a publication or similar copyrightable material is developed from work supported by NBRC, the author is free to arrange for copyright without approval of the NBRC. However, copyrighted materials are subject to a royalty-free, nonexclusive, and irrevocable license to the Federal government to reproduce them, translate them, publish them, and use and dispose of them, and to authorize others to do so for Federal government purposes.

Contracts in excess of \$100,000:

- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Recipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Contract in excess of \$150,000:

- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the Recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- Contracts over \$150,000, authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

XVI. Procurement of Real or Other Property and/or Equipment:

1. **Real Property:** Real property shall only be used for the original purpose of this Agreement until the property has served its purpose. In such situations where the property is not being used for the original purpose, the Recipient must obtain permission from NBRC to do one of the following;
 - a) Retain the property after compensating NBRC. The amount paid to NBRC will be computed by applying NBRC's percentage of participation in the cost of the original purchase (and cost of any improvements) to the fair market value of the property, or;
 - b) Sell the property and compensate NBRC. The amount paid to NBRC will be calculated by applying NBRC's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable expenses of the sale.
 - c) Transfer title to the NBRC or to a third party approved by NBRC. The Recipient is entitled to be paid an amount calculated by applying the Recipient's percentage of participation in the purchase of the property after NBRC has been compensated its pro-rated percentage.
2. NBRC has established that real property shall be encumbered for the purpose of the Investment for a period of 20 years from the time of acquisition.
3. With the exception of State Agencies and county or municipal entities, NBRC requires that the Recipient records this encumbrance as a deed restriction and provides NBRC with a copy of the documentation.
4. An SF 429A must be filed with NBRC at the end of the project.
5. **Equipment:** The Recipient shall hold title to any equipment that is purchased through NBRC funds. Recipients shall follow 2 CFR 200.313 outlining equipment purchases. The following conditions are highlighted:
 - a) Equipment must be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by NBRC;
 - b) Equipment must not be encumbered, sold, or disposed of without prior approval by NBRC;
 - c) Must not use equipment to generate fees that are less than what private companies charge for equivalent services

- d) Must provide NBRC an inventory of property that is purchased for the project;
 - e) Must contact NBRC when equipment is fully depreciated.
6. NBRC has established that equipment shall be encumbered for the purpose of the Investment until the equipment has been fully depreciated.

XVII. **Method of Payment:** Prior to any disbursement, Recipients must complete the SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" and submit it to the NBRC at admin@nbrc.gov. In order to receive payments, Recipients must submit an SF-270 "Request of Reimbursement" for the applicable period electronically to admin@nbrc.gov. NBRC will review and process the request. All payments will be on a reimbursable basis, using the reimbursement rate indicated on the first page of this Agreement.

XVIII. **Receipt of Financial Award:** A signed copy of this Agreement along with the ACH form must be returned to NBRC via mail or email at admin@nbrc.gov on or before September 1, 2018. If this deadline cannot for any reason be met you must contact Christine Frost at 603-369-3001 immediately. If arrangements have not been made and a signed Agreement has not been received by September 1, 2018, the Federal Co-Chair, or Congress's designee, may assign these funds to other propriety projects within your state.

II. General Federal Grant Provisions

I. **Recipient's Duty to Refrain from Employing Certain Government**

Employees: For the Agreement period of performance, the Recipient(s) agree that it will not employ, offer any office or employment to, or retain for professional services any person who:

- (I) On the date the NBRC executed this award or with the one-year period ending on that date, served as an officer, attorney, agent, or employee of NBRC; and
- (II) Occupied a position or engaged in activities that the Federal Co-Chair determines involved discretion with respect to the award of NBRC.

The associated restrictions referenced above also shall apply beginning on the date of the NBRC executes any cost amendment to this award that provides additional funds to the Recipient.

II. **Audit Requirements:** In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The recipient must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the recipient's fiscal. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: [https://harvester.census.gov/facides/\(S\(3wauez2yufokbe3engv0dtek\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(3wauez2yufokbe3engv0dtek))/account/login.aspx) For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <https://harvester.census.gov/facweb/Default.aspx>.

III. **Lobbying and Litigation:** The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR

200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

- IV. **Goals for Women and Minorities in Construction:** Consistent with 2C.F.R 200.321 non-Federal entities should take necessary steps to assure that minority and women's business and labor surplus area firms are used when possible. Affirmative steps must include:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- V. **Freedom of Information Act and Record Retention:** NBRC is responsible for meeting its Freedom of Information Act (FOIA) (5 U.S.C. 522) responsibilities for its records. Consistent with 2 CFR 200.333, financial records, supporting documents, emails, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report.
- VI. **Fair Labor Standards Act** (29 USC S 207) Contract Work Hours and Safety Standards Act (40 USC S327)
- VII. **Transparency Act Reporting:** All Recipients of awards are required to comply with reporting requirements under the Federal Funding Accountability and Transparency Act of 2006 (Transparency Act).
- VIII. **Project Costs:**
1. **Allowable Costs:**
 - a) **Advertising and public relations. §200.421 Allowable**

The only allowable advertising costs are those which are solely for:

 - (1) The recruitment of personnel required by the non-Federal entity for performance of a Federal award (See also §200.463 Recruiting costs);
 - (2) The procurement of goods and services for the performance of a Federal award;

- (3) The disposal of scrap or surplus materials acquired in the performance of a Federal award except when non-Federal entities are reimbursed for disposal costs at a predetermined amount; or
- (4) Program outreach and other specific purposes necessary to meet the requirements of the Federal award.

b) Bonding costs. §200.427 Allowable

(1) Bonding costs arise when the Federal awarding agency requires assurance against financial loss to itself or others by reason of the act or default of the non-Federal entity. They arise also in instances where the non-Federal entity requires similar assurance, including: bonds as bid, performance, payment, advance payment, infringement, and fidelity bonds for employees and officials.

(2) Costs of bonding required pursuant to the terms and conditions of the Federal award are allowable.

(3) Costs of bonding required by the non-Federal entity in the general conduct of its operations are allowable as an indirect cost to the extent that such bonding is in accordance with sound business practice and the rates and premiums are reasonable under the circumstances.

c) Compensation—fringe benefits. §200.431 Allowable

Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family related, sick or military), employee insurance, pensions, and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable provided that the benefits are reasonable and are required by law, non-Federal entity-employee agreement, or an established policy of the non-Federal entity.

d) Equipment and other capital expenditures. §200.439 Allowable

These need to be specific to the purpose of the award. See §§200.13 Capital expenditures, 200.33 Equipment, 200.89 Special purpose equipment, 200.48 General purpose equipment, 200.2 Acquisition cost, and 200.12 Capital assets.

e) Materials and supplies costs, including costs of computing devices. §200.453 Allowable

f) Professional service costs. §200.459 Allowable

Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the non-Federal entity, are allowable, subject to paragraphs (b) and (c) when reasonable in relation to the services rendered and when not contingent upon recovery of the costs from the Federal Government. In addition, legal and related services are limited under §200.435 Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements.

g) Proposal costs. §200.460 Allowable

Proposal costs are the costs of preparing bids, proposals, or applications on potential Federal and non-Federal awards or projects, including the development of data necessary to support the non-Federal entity's bids or proposals. Proposal costs of the current accounting period of both successful and unsuccessful bids and proposals normally should be treated as indirect (F&A) costs and allocated currently to all activities of the non-Federal entity. No proposal costs of past accounting periods will be allocable to the current period.

- h) **Publication and printing costs. §200.461 Allowable**
Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular cost objective, they should be allocated as indirect costs to all benefiting activities of the non-Federal entity.
- i) **Training and education costs. §200.472 Allowable**
The cost of training and education provided for employee development is allowable.
- j) **Transportation costs. §200.473 Allowable**
See § 200.473 for specifics.
- k) **Travel costs. §200.474 Allowable**

2. **Unallowable Costs:**

- a) **Alcoholic beverages. §200.423 Unallowable**
- b) **Bad debts. §200.426 Unallowable**
- c) **Contributions and donations. §200.434 Unallowable**
- d) **Entertainment costs. §200.438 Unallowable**
- e) **Fines, penalties, damages and other settlements. §200.441 Unallowable**
- f) **Fund raising and investment management costs. §200.442 Unallowable**
- g) **Goods or services for personal use. §200.445 Unallowable**
Costs of goods or services for personal use of the non-Federal entity's employees are unallowable regardless of whether the cost is reported as taxable income to the employees.
- h) **Interest. §200.449 Unallowable**
- i) **Lobbying. §200.450 Unallowable**
- j) **Losses on other awards or contracts. §200.451 Unallowable**
- k) **Pre-award costs. §200.458 Unallowable** Unless specifically outlined in the grant agreement.
- l) **Selling and marketing costs. §200.467 Unallowable**
Costs of selling and marketing any products or services of the non-Federal entity (unless allowed under §200.421 Advertising and public relations). Are unallowable, except as direct costs, with prior approval by the Federal awarding agency when necessary for the performance of the Federal award.

IX. **Non-Relocation:** In signing this award of financial assistance, Recipient attest that NBRC funding is not intended by the Recipient to assist its efforts to induce the relocation, or the movement of existing jobs from one region to another region in competition with those jobs. In the event that NBRC determines that its assistance was used for such purposes, NBRC retains the right to pursue appropriate enforcement action, including suspension of disbursement of a debt requiring the Recipient to reimburse NBRC.

X. **Hatch Act:** The Hatch Act restricts political activity of executive branch employees of the federal government and District of Columbia government employees (5 U.S.C. 7321–7328) and State or local officers or employees (5 U.S.C. 1501–1528). “State or local officer or employee” means an individual employed by a State or local agency whose principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by the United States or a Federal agency.



**Grant Agreement
Between
Northern Border Regional Commission (NBRC)
And
Vermont Agency of Agriculture, Food & Markets**

August 23, 2018

NBRC Agreement Number: NBRC18E01

Project Title: Northern Tier Dairy Summit

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Recipient's Authorized Representative Name and Title (print)

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Recipient's Authorized Representative (signature) *(By signing this document, you affirm that you have read this document and are prepared, and shall maintain the capacity, to carry out all the obligations that comedeate with these Investment funds).*

Harold B. Parker

NBRC Authorized Representative Name and Title (print)

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NBRC Authorized Representative (signature)

date