



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee members
From: Sorsha Anderson, Senior Staff Associate
Date: April 22, 2025
Subject: Grant– JFO #3250

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

JFO #3250: \$391,666.00 to the Vermont Agency of Natural Resources, Department of Forests, Parks and Recreation from the Northern Border Regional Commission. Funds will support the Vermont Outdoor Recreation Economic Collaboration (VOREC) Program Director as well as VOREC initiatives. The position is a previously approved limited-service position that was vacant through 2021 due to a hiring freeze.

[NOTE: Please see page 2 of this packet for a memo regarding the position history.]

[Received April 11, 2025]

Please review the enclosed materials and notify the Joint Fiscal Office (Sorsha Anderson: sanderson@leg.state.vt.us) if you have questions or would like this item held for legislative review. Please submit concerns by **May 7, 2025**, or we will assume that you agree to consider as final the Governor's acceptance of this request.

State of Vermont
Department of Forests, Parks & Recreation
1 National Life Drive, Davis 2
Montpelier, VT 05620-3801
<http://fpr.vermont.gov>
802.793.3432 | becca.washburn@vermont.gov

Agency of Natural Resources

MEMORANDUM

TO: Sorsha Anderson, Senior Staff Associate – Joint Fiscal Office

FROM: Rebecca Washburn, Director of Lands Administration and Recreation, Department of Forests, Parks and Recreation

DATE: April 17, 2025

RE: VT Outdoor Recreation Economic Collaborative (VOREC) Program Manager Position

The Agency of Commerce and Community Development (ACCD) with support from the Department of Forests, Parks and Recreation (FPR) were successful in securing a grant from the Northern Borders Regional Commission (NBRC) in 2019 to support establishing a VOREC staff position and to provide funding for program implementation.

ACCD and FPR determined the position should be situated within FPR and the incumbent would work collaboratively between ACCD and FPR to advance VOREC program priorities. The position wasn't filled until 2021 because of a hiring freeze and an existing vacant limited service position could be reclassified.

Since 2021, funding has been provided on a reimbursement basis through inter-departmental transfer from ACCD to FPR governed by an MOU between the two entities. The position is currently occupied by the individual originally hired in 2021.

Recent conversations between ACCD and FPR about how to most effectively administer NBRC grant funds committed annually in support of VOREC, resulted in a decision to make FPR the grantee instead of ACCD for the FY22 NBRC award.

NBRC's funding commitment currently extends for two additional years (FY23 and FY24) beyond the FY22 award at the same level. ACCD and FPR have yet to determine whether FPR will continue to be the grantee for future awards. However, regardless of grantee, some of the funding will be used to cover the VOREC Program Manager position.

Position Details

Position #: 650179

Position Type: Limited Service

Position Status: Filled

Current Expiration Date: 06/30/2027

**State of Vermont**

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

Agency of Administration

[phone] 802-828-2376

STATE OF VERMONT FINANCE & MANAGEMENT GRANT REVIEW FORM

Grant Summary:		This grant would be used to fund the VOREC Director, .25 of an FTE as temp support, and contractual support (\$252K) for several VOREC initiatives (Move Forward Together Vermont implementation, outdoor recreation organizational partner capacity, and Vermont outdoor economy storytelling).			
Date:		3/5/2025			
Department:		Department of Forests, Parks and Recreation			
Legal Title of Grant:		NBRC22GUSDAVT01: Outdoor Recreation Economy Work Award			
Federal Catalog #:		10.351			
Grant/Donor Name and Address:		Northern Border Regional Commission 53 Pleasant Street, Suite 1501 Concord, NH 03301			
Grant Period:		From:		To:	
		11/15/22		11/14/25	
Grant/Donation		\$391,666			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$195,833	\$195,833	\$	\$391,666	
Position Information:		# Positions	Explanation/Comments		
		0	The AA-1 has 1 position entered but please note that this position has already been approved previously and it is just being identified because the grant funding will be used to pay for the position's costs.		
Additional Comments:					
Department of Finance & Management		Adam Greshin Digitally signed by Adam Greshin Date: 2025.03.09		(Initial)	
Secretary of Administration		Nick Kramer E710487A28FB404...		(Initial)	
Sent To Joint Fiscal Office		Anna Reinold		Date	
		REVIEWED By Anna Reinold at 5:15 pm, Apr 10, 2025			





State of Vermont
Department of Forests, Parks & Recreation
1 National Life Drive, Dewey 2
Montpelier, VT 05620-3801
www.fpr.vermont.gov

Agency of Natural Resources

Memorandum

To: Timothy Metayer, Budget Analyst

From: Ansley Bloomer

Date: February 24, 2025

Re: AA-1 Grant Acceptance Request

Enclosed is a Request for Grant Acceptance (Form AA-1) for a grant(s) in the amount of \$391,666. The grant comes in the form the Northern Borders Regional Commission (NBRC) to the Vermont Department of Forests, Parks and Recreation (FPR) for USDA/ NBRC Partnership funds will be used to support Vermont Outdoor Recreation Economic Collaborative (VOREC) program and staff who will ensure implementation of VOREC initiatives that support a multi-sector approach to addressing complex social and economic issues in alignment with VOREC’s goals.

Cost	Source	Notes
\$391,666	Northern Borders Regional Commission	New award triggers JFC review

The Department is requesting review of this grant in order to seek Joint Fiscal Committee review as soon as reasonably possible.

Please let me know if you need any further information.

Enclosed: Grant Acceptance Form AA-1, Notice of Award, Grant Agreement and Grant Budget

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

BASIC GRANT INFORMATION				
1. Agency:		Agency of Natural Resources		
2. Department:		Department of Forests, Parks and Recreation		
3. Program:		Lands Administration and Recreation - Vermont Outdoor Recreation Economic Collaborative		
4. Legal Title of Grant:		NBRC22GUSDAVT01: Outdoor Recreation Economy Work Award		
5. Federal Catalog #:		#10.351		
6. Grant/Donor Name and Address: Northern Border Regional Commission 53 Pleasant Street, Suite 1501 Concord, NH 03301				
7. Grant Period:		From:	11/15/2022	To: 11/14/2025
8. Purpose of Grant: United States Department of Agriculture (USDA)/Northern Borders Regional Commission (NBRC) Partnership funds will be used to support Vermont Outdoor Recreation Economic Collaborative (VOREC). This award will ensure implementation of VOREC initiatives that support a multi-sector approach to addressing complex social and economic issues in alignment with VOREC's goals.				
9. Impact on existing program if grant is not Accepted: DThis is the core funding for the VOREC program, so program and program manager would not be funded.				
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 25	FY 26	FY	
Personal Services	\$68,500	\$68,500	\$	
Operating Expenses	\$30,833	\$30,833	\$	
Grants	\$96,500	\$96,500	\$	
Total	\$195,833	\$195,833	\$	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$195,833	\$195,833	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source)	\$	\$	\$	
Total	\$195,833	\$195,833	\$	
Appropriation No:	6130040000	Amount:	\$391,666	
			\$	
			\$	
			\$	

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

			\$
			\$
			\$
		Total	\$391,666

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: Danielle Fitzko, Commissioner Agreed by: _____ (initial)

12. Limited Service Position Information:	# Positions	Title
	#650179	VOREC Program Manager
Total Positions	1	

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	<small>DocuSigned by:</small> <i>Rusley Bloomer</i>	<small>Date:</small> 2/24/2025
Title: Dir	<small>76A912E5D065476...</small> Administrator	
Signature	<small>DocuSigned by:</small> <i>Danielle Fitzko</i>	<small>Date:</small> 2/24/2025
Title: Co	<small>58E1AA64753549F...</small> Director	

14. SECRETARY OF ADMINISTRATION

NK	(Secretary or designee signature)	<small>Signed by:</small> <i>Nick Kramer</i>	<small>Date:</small> 3/10/2025 12:43
<input type="checkbox"/> Approved:		<small>E710487A28FB404</small>	

15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/> Check One Box: Accepted	(Governor's signature)	<small>Date:</small> 4/8/25
<input type="checkbox"/> Rejected		

16. DOCUMENTATION REQUIRED**Required GRANT Documentation**

<input checked="" 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 checked="" type="checkbox"/> Notice of Award	<input type="checkbox"/> Request for Extension (if applicable)
<input checked="" type="checkbox"/> Grant Agreement	<input type="checkbox"/> Form AA-1PN attached (if applicable)
<input checked="" 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 VERMONT REQUEST FOR GRANT ^(*) ACCEPTANCE (Form AA-1)



Northern Border Regional Commission

Grant Agreement Between Northern Border Regional Commission (NBRC)

And

Vermont Department of Forests Parks and Recreation

November 15, 2022

NBRC Grant Agreement Number: NBRC22GUSDAVT01

Grantee/Recipient:	Grantor:
Vermont Department of Forests Parks and Recreation	Northern Border Regional Commission
Authorized Official: Danielle Fitzko, FPR Commissioner	Contact: Andrea K. Smith, Program Director
Address: 1 National Life Drive, Davis 2 Montpelier, Vermont 05620	53 Pleasant Street, Suite 1501, Concord, NH 03301
Phone: 802-636-7410	603-369-3001
Email: Jackie.Daggar@vermont.gov (Project Manager)	admin@nbrc.gov
	www.nbrc.gov
LDD Contact: : N/A	

Grantee's Employer Identification Number (EIN):	03-6000264
Grantee's UEI Number:	F1SBHQUZMKZ3
Date of Award:	November 15, 2022
Date of Amendment:	N/A
Amendment Description:	N/A
Total Project Amount:	\$ 391,666
Amount of Federal NBRC Funds Awarded:	\$ 391,666
Match/Cost Share:	\$ 0
Reimbursement Rate:	100%
USDA CFDA Number:	#10.351
Project Description:	Outdoor recreation economy work
Approved Indirect Cost Rate:	15%
Period of Performance:	November 15, 2022 – November 14, 2025
Project Scope:	USDA/ NBRC Partnership funds will be used to support Vermont Outdoor Recreation Economic Collaborative (VOREC) staff, who will ensure implementation of VOREC initiatives that support a multi-sector approach to addressing complex social and economic issues in alignment with VOREC's goals.

Grant Provisions

- I. **STATEMENT OF PURPOSE**—This agreement incorporates by reference the recipient's proposal properly submitted in accordance with NBRC procedures on or before January 24, 2025. The agreement implements a grant/investment made under authorities of Northern Border Regional Commission to provide funding to the Grantee/Recipient and/or the Co-Recipient. Any other recipient of funding shall be funded through an award of a contract or subgrant. The scope of work included within the recipient's proposal constitutes the Grant Agreement purpose. To the extent that this agreement conflicts with the incorporate proposal, the agreement shall govern.

- II. **ORDER OF PRECEDENCE**—This grant agreement is subject to multiple sources of federal policy. Any conflict between or among these sources shall be resolved using the following order of precedence:
 - a. Federal statutes, including [40 USC Subtitle 5](#);
 - b. Federal regulations including but not limited to 2 CFR Parts [25](#), [170](#), [180](#), [182](#), [183](#), [184](#), [200](#), and [322](#), in effect at the time the Grant Agreement is signed;
 - c. [NBRC Bylaws](#)
 - d. This Agreement, and
 - e. The most recent [NBRC Compliance Manual](#).

For ease of adoption and clarity, this agreement contains references to specific regulatory provisions that the recipient is required to follow. By signing this agreement, the recipient acknowledges that it has received either paper copies or electronic links to the provisions cited.

- III. **FEDERAL AGENCY RESPONSIBILITIES**—NBRC has overall responsibility for agency awarded funds including providing oversight for programmatic, financial, and administrative performance. The Federal Co-Chair is responsible for all actions on behalf of NBRC including entering, modifying, suspending, or terminating this Grant Agreement. NBRC may enforce the terms and conditions of this Grant Agreement utilizing procedures identified in 2 CFR 200.208, [2 CFR 200.339](#), [2 CFR 200.520](#), and [2 CFR 180](#).

- IV. **RECIPIENT RESPONSIBILITIES**—The recipient has full responsibility for the ongoing management of the project or activity supported under the Grant Agreement and for adherence to the federal requirements and Grant Agreement terms documented in this Grant Agreement. Although the recipient is encouraged to seek the advice of NBRC staff concerning the Grant Agreement, that does not diminish the recipient's responsibility for making prudent and sound judgments

under the circumstances prevailing at the time that a decision is made nor does seeking advice shift responsibility for operating decisions to NBRC.

- V. NOTICES—All official notices concerning this Grant Agreement are to be delivered to the designated contact personnel whose names appear on the cover sheet of the Grant Agreement at the address designated. Such notices may be delivered in person, by United States Postal Service, by private deliver service, or electronic mail.
- VI. LIABILITY—Nothing contained in this agreement permits the recipient to assert that it is a part of the United States Government or that the United States Government is liable for any of its actions. The recipient shall hold and save the Government, its officers, agents, and employees harmless from any liability of any nature or kind, including costs and expenses, for or on account of any and all suits for damage sustained by any person or persons or property by virtue of performance of this Grant Agreement.
- VII. SEVERABILITY—If any portion of this agreement is determined to be invalid, the remainder of the agreement remains in effect.
- VIII. TERMINATION—Any dispute arising under this agreement shall initially be addressed through good faith negotiation between the parties. However, this agreement may be terminated under terms outlined in [2 CFR 200.340](#).
- IX. STATEMENT OF ASSURANCES ([SF 424B—Non-construction](#); [SF 424D—Construction](#))—As part of the grant application process, the recipient executed a Statement of Assurances which contains a listing of numerous federal laws, executive orders, and regulations which may apply by their terms to this Grant Agreement.
- X, SUSPENSION AND DEBARMENT (2 CFR 180)—The recipient certifies, in accordance with [2 CFR 180.335](#), that neither it nor any of its principals is suspended or debarred from doing business with the Federal Government because of conditions covered under 2 CFR 180.
- XI. DRUG-FREE WORKPLACE ([2 CFR 182](#))- Recipient must comply with the drug-free workplace regulations.
- XII. HATCH ACT ([5 CFR 900](#))—The Hatch Act restricts the political activity of executive branch employees of the Federal Government and state or local officers or employees 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.
- XIII. STEVENS AMENDMENT ([P.L. 101-166, Section 511](#)). When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money,

all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- XIV. USE OF FEDERAL AGENCY AGREEMENT NUMBER - The assigned NBRC Grant Agreement Number as listed for this Grant Agreement. **This Grant Agreement Number must appear in all correspondence, financial claims, and other official communication.**
- XV. OBLIGATION OF FEDERAL FUNDS—The total amount of federal funds obligated under this Grant Agreement is listed on page 2 of this Agreement as: “Amount of Federal NBRC Funds Awarded”. No claims above this amount will be honored by NBRC.
- XVI. NOTICE TO PROCEED—**No work may begin on this project until an official Notice-to-Proceed issued by NBRC. Further, no documented non-federal matching or invoices generated by the recipient will be considered valid charges until the Notice-to-Proceed is issued by NBRC.**

The following items must be completed and submitted to NBRC prior to issuance of a Notice-to-Proceed:

- a. Fully Executed NBRC Grant Agreement
- b. Executed Standard Form 3881 (Automated Clearinghouse (ACH) Vendor/Miscellaneous Payment Enrollment Form)
- c. Executed NBRC Grant Administration and Compliance Manual Acknowledgment of Receipt Form
- d. Documentation of non-NBRC matching funds and cost share form ([NBRC Form 1002](#)) listing the total amount of funding and each funding source, necessary to complete the project, together with letters of commitment for each funding source. The form and letters of commitment must be submitted to NBRC as one PDF.
- e. Signed contract with LDD for grant administration services or documentation of approved LDD waiver from NBRC. (This requirement is not applicable to an agency of State Government or an LDD who is the grantee)
- f. Satisfaction of NEPA requirements

These documents should be attached as separate files to an e-mail and sent to admin@nbrc.gov. If the required documents have previously been provided to NBRC, they do not need to be resubmitted. NBRC must have all these documents in our files before a Notice to Proceed will be issued. The Grant Agreement number must be in the subject line of the email.

XVII. PAYMENT PROCEDURES— In order to receive payments, the recipient must electronically submit a [Standard Form 270](#) (Request for Advance or Reimbursement) to NBRC for the applicable period, to the email address: admin@nbrc.gov. NBRC does not process requests for advancement. Requests for reimbursement will be reviewed and process the request and will make payments based on the methods permitted under [2 CFR 200.305](#).

XVIII. DISCLOSURES—In accordance with [2 CFR 200.113](#), the recipient will immediately disclose to NBRC any violations of federal criminal statutes (18 USC) involving fraud, bribery or gratuity violations. The disclosure must be made in writing to NBRC.

XIX. REPORTING

- a. QUARTERLY PERFORMANCE REPORTING—The recipient is required to provide quarterly progress reports. **Reports are due from the time of award through to the closeout of the project.** Reports must be submitted along the following schedule, using the Performance Progress Report ([SF-PPR](#)) form.

Reporting Period: (Quarter 1) October 1 - December 31	-Report Due January 31
Reporting Period: (Quarter 2) January 1 - March 31 -	Report Due April 30
Reporting Period: (Quarter 3) April 1 - June 30 -	Report Due July 30
Reporting Period: (Quarter 4) July 1 - September 30 -	Report Due October 30

These are not optional tasks for grantees. Progress reports are required even if no activity has taken place during the quarterly period. A final performance report covering the entire project must be submitted no later than 90 days after the end of the performance period. No payment requests will be processed until the progress reports are current.

Reports must be sent to admin@nbrc.gov with the Grant Agreement number in the subject line of the email.

- b. FINANCIAL REPORTS—In accordance with [2 CFR 200.328](#), a completed Federal Financial Report (Standard Form 425) is required within 30 days after the end of the federal fiscal year (i.e., by October 30). In addition, a final [Standard Form 425](#) must be submitted within 90 days after the performance period ends. **No payment requests will be processed until the financial reports are up to date.**

Reports must be sent to admin@nbrc.gov with the Grant Agreement number in the subject line of the email.

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

- d. **PERFORMANCE MEASURES**—The recipient agrees to report on program performance measures and outcomes as part of its final progress report, and three years after the final progress report using the [Government Performance and Results Act](#) (GPRA) information collection document. The measures and outcomes that apply to this Grant Agreement are:

As provided with the NBRC Program application for federal financial assistance submitted on or before January 24, 2025.

- e. **OTHER REPORTING**—The recipient will submit the following additional reports at the end of the project:
- i. 5-10 photos describing the project results must be submitted with the final progress report.
 - ii. An inventory of any equipment purchased as part of the project must be submitted with the final progress report. Equipment is defined as an item of tangible personal property having a useful life of more than one year and a unit cost of more than \$10,000. A depreciation schedule may be used for determination of fair market value.
 - iii. [Standard Form 429A](#) concerning any real property purchased as well as any recorded deed restrictions associated with the property must be submitted with the final progress report. Any leases of real estate developed as part of the project must also be submitted at that time.
- XX. **APPROVED BUDGET**—The total budget for this project is established as provided in the NBRC program application and supporting documentation for federal financial assistance submitted on or before January 24th, 2025.
- XXI. **PROGRAMMATIC AND BUDGETARY CHANGES**—Under [2 CFR 200.308\(i\)](#), NBRC exercises its option to restrict cumulative transfers among direct cost categories or programs, functions, or activities to ten (10) percent of the total budget as last approved whenever it has designated the recipient as subject to special conditions pursuant to [2 CFR 200.208](#).
- XXII. **NON-NBRC SHARE**—Prior to issuance of a Notice-to-Proceed and any disbursement of grant payment, the recipient must identify the total project costs including any required match/cost share necessary to complete the project as presented within the application for federal financial assistance. Failure to satisfy any requirement for non-NBRC match by the conclusion of the project may lead to disallowance of federal funds already drawn and spent.
- XXIII. **PROGRAM INCOME**—If program income is earned as a result of expenditures under this Grant Agreement, it must be spent on allowable eligible costs of the project and must be disbursed prior to draw down of additional federal funds. Under the award, program income shall be added to funds committed to the project by NBRC and recipient and used to further eligible project activities for deducted from the total project or program allowable cost in determining the net costs on which the federal cost share is based. Under this Grant Agreement,

program income will be applied under the addition method as outlined in [2 CFR 200.307\(b\)\(2\)](#). As outlined in 2 CFR 200.307(c), the recipient is not accountable for program income earned after the period of grant support unless NBRC requires otherwise.

XXIV. SUBAWARDS—Subawards of federal financial assistance are awards to lower tier organizations that assist them in carrying out a public program. Pursuant to [2 CFR 200.308\(f\)](#), NBRC approval is required for the recipient to subaward a portion of the funds under this Grant Agreement unless approved in the Federal award. Prior to making the subaward, the recipient must, using the criteria identified in [2 CFR 200.331](#), make a case-by-case determination that the nature of activity being carried out constitutes a subaward (as opposed to a contract) and that the entity to which the subaward is to be made is an eligible entity under the NBRC authorizing legislation (i.e., a state or local government, Indian tribe, or public or private organization described in Section 501(c) of the Internal Revenue Code of 1986 and exempt from taxation under Section 501(a) of that code). The recipient must prepare a subaward agreement to govern the programmatic and administrative activities of the subrecipient. The subaward agreement must contain the data elements identified in [2 CFR 200.332\(b\)](#) and incorporate applicable provisions of this agreement including those identified in the applicable Statement of Assurances (SF 424B or SF 424D). The recipient shall carry out mandatory oversight and enforcement actions as outlined in [2 CFR 200.332\(e\)](#) and [\(g\)](#) and may carry out discretionary oversight actions as outlined in [2 CFR 200.332\(f\)](#). Subawards by NBRC grantees, funded with NBRC funds, also fall within BABAA. Please see additional guidance on BABAA provided below. **If your project includes a subaward component, please contact NBRC staff prior to making such awards.**

XXV. PROCUREMENT— Procurement actions involve the purchase of goods and services needed to support the grant award. Government-wide regulations contained in [2 CFR 200.317](#) govern procurement actions. These regulations allow grantees to follow their own procurement procedures so long as they meet the minimum standards identified within [2 CFR 200](#). Procurement of goods and services will be carried out following the recipient's own procurement procedures provided they meet the minimum standards established in [2 CFR 200.317-327](#) and Appendix II of [2 CFR 200](#).

Methods of procurement must conform to procedures identified in the recipient's own procurement procedures and those identified in [2 CFR 200.320](#). The recipient must take all affirmative steps identified in [2 CFR 200.321](#) to assure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are solicited and utilized when possible. The recipient must develop and maintain a written code of conduct for officers, employees, and agents which prohibits financial and familial conflict of interest and curtails solicitation or acceptance of gratuities in accordance with [2 CFR 200.318\(c\)](#).

- a. This agreement requires that all services necessary for design and engineering phases of the project be discharged by qualified personnel. Contracts for architect and engineering services shall be arranged using the competitive procedures identified in [2 CFR 200.320\(b\)\(2\)\(iv\)](#) under which price may not be used as a selection factor. Also, the recipient may not enter into a cost-plus percentage of cost or a cost plus a percentage of construction cost contract.
- b. In accordance with [2 CFR 200.318\(b\)](#), the recipient will exercise oversight to assure that contractors perform in accordance with the delivery requirements of the contract and that they comply with all terms and conditions. The recipient shall enter into a sound and complete agreement with any contractor which is enforceable in the jurisdiction where the contract is to be performed and which contains the applicable clauses of [2 CFR 200, Appendix II](#).
- c. The Build America, Buy America Act (hereafter “BABAA”) – enacted on November 15, 2021 – sets forth a domestic content procurement preference (“Buy American Preference” hereafter referred to as “BAP”) for infrastructure programs funded with Federal dollars. [Specifically, IIJA §70914\(a\) of Pub. L. 117-58](#), instructs Federal agencies to ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured product, and construction materials used in the project are produced in the United States.”

The IIJA’s definition of infrastructure is expansive and in some specific way the NBRC definition of “infrastructure” may not apply to BABAA applicability. While some projects conceived within the community infrastructure classification would not conform to BABAA, others would. Further, sub-awards by NBRC grantees, funded with NBRC funds, also fall within BABAA.

Most NBRC “infrastructure” projects fall within BABAA, especially when considering the definition provided in 2 CFR § 184.4(c)

The IIJA’s definition of “infrastructure” encompasses public infrastructure projects. Thus, the term “infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Agencies should treat structures, facilities, and equipment that generate, transport, and distribute energy -including electric vehicle (EV) charging as infrastructure.

Additional guidance on if BABAA can be found on NBRC’s website at <https://www.nbrc.gov/content/BABAA>

NBRC reserves the right to review the procurement procedures of the grantee at any time during the application review process or during performance of the grant in accordance with [2 CFR 200.325](#). Recipients must keep all procurement documents in their project file in the event the project is monitored and/or audited for programmatic compliance. Grantees funded with USDA dollars will be required to provide copies of procurement procedures during the performance of the grant.

It is the responsibility of the grantee to review and understand these applicable procurement requirements and ensure that the process is conducted properly.

XXVI. PROPERTY TITLE, USE AND DISPOSITION—Title to real property, equipment, and supplies acquired by the recipient using funds from this agreement vests with the recipient. These assets shall be used for their original purposes if they are needed. The following policies apply to the different classes of property identified:

- a. REAL PROPERTY—Real property shall be used for its original purpose as long as it is needed. If no longer needed for its original purpose, the recipient must obtain disposition instructions from NBRC. Options available under [2 CFR 200.311\(d\)](#) are retention, sale, or transfer to a third party. In each case, a settlement of residual financial interests will be made. If real property is retained by the recipient, it shall be treated as being encumbered for a period of 20 years.

If the recipient is not a state or local government, such encumbrance must be recorded as a deed restriction (Notice of Federal Interest) and a copy of the filed restriction must be provided to NBRC prior to the first request for a reimbursement of the NBRC award.

The recipient must also prepare a [Standard Form 429A](#) with respect to each piece of real property acquired and submit a copy of NBRC in accordance with the reporting requirements of this agreement.

- b. EQUIPMENT—Equipment as defined in [2 CFR 200.1](#) is an item of tangible property having a useful life of more than one year and a unit acquisition cost of \$10,000 or more. Equipment may be used for its original purpose as long as it is needed and may be used on other activities of the recipient provided activities under this Grant Agreement receive first priority.

However, such equipment is not to be used in a manner that competes unfairly with private commercial firms. An inventory of equipment purchased under the Grant Agreement will be submitted to NBRC at close-out. Items of equipment with a current fair market value of less than \$10,000 may be retained without compensation to the federal government.

Other items of equipment will be subject to disposition instructions as provided in [2 CFR 200.313\(e\)](#) and include retention, sale, or transfer to a third party. In each case, a financial settlement of residual financial interests will be made.

The recipient must also prepare and execute a SF428 Tangible Personal Property report on equipment being purchased with NBRC funds and submit a copy of NBRC in accordance with the reporting requirements of this agreement.

- c. SUPPLIES—Supplies acquired under this Grant Agreement shall be used only for purposes allowed under the Grant Agreement. If a residual inventory of unused supplies remains at the end of the Grant Agreement that has a fair market value of more than \$10,000 in the aggregate and the supplies are not needed for any other federally financed program, the recipient shall repay NBRC for its share of the fair market value.

- XXVII. EMPLOYMENT—The recipient shall use its regular recruitment, hiring, and employment practices consistent with federal, state, and local law including but not limited to various non-discrimination policies which apply because of the status as a federal assistance recipient or as an employer. However, the recipient agrees that it will not employ, offer any office or employment to, or retain for professional services any person who (1) on the date that NBRC executed this Grant Agreement or within a one period ending on that date served as an officer, attorney, agent, or employee of NBRC and (2) occupied a position or engaged in activities which the Federal Co-chair determines involved discretion with respect to the Grant Agreement by NBRC.

- XXVIII. NON-RELOCATION—By signing this agreement, the recipient attests that the NBRC funding is not intended to assist efforts by the recipient to induce the relocation or movement of existing jobs from one geographic region to another in competition for those jobs with the following exception: Financial assistance may be used as otherwise authorized by this subtitle to attract businesses to the region from outside the United States per [40 USC, Subtitle V §15501 \(f.\)](#) If NBRC determines that its assistance was used for such purposes, NBRC reserves the right to pursue appropriate enforcement action including suspension of payment and possible disallowance and recovery of funds from the recipient.

- XXIX. COST ALLOWABILITY—Cost charges to this Grant Agreement, whether direct or indirect, will be determined in accordance with Subpart E of [2 CFR 200](#). These principles apply uniformly to state, local and tribal governments, institutions of higher education, and nonprofit organizations. The principles contain certain general tests of allowability that apply to all types of costs charged to the Grant Agreement and a list of selected items of cost that represent types of cost that are typically encountered by recipients and subrecipients in the course of administering a federal award or types of cost that, by their nature, the federal

government refuses to allow. The detailed text of the cost principles identifies which the costs are allowable, which are not allowable, and which are allowable under certain circumstances or allowable. The proposed budget of the award was reviewed by NBRC to determine that the costs that are included therein are allowable. However, if, during the performance of this award, a cost occurs that is not included in the budget, it may still be allowable, based on the language in the cost principles. The recipient should take special care to review the listing contained in [2 CFR 200.407](#) which identifies costs that require prior approval, under certain circumstances.

- XXX. RECORDS RETENTION AND ACCESS—The recipient shall retain all financial and programmatic records that are pertinent to the Grant Agreement. The records shall be retained for at least three years following submission of the final financial and performance reports for the Grant Agreement. If any audit, claim, or litigation started before the expiration of the retention period, the recipient shall retain the records until such matters are fully resolved. If the recipient is subject to any other more rigorous retention period for the records, the records must be retained to meet that requirement. During the period of retention, the records are accessible to the Comptroller General of the United States, the federal awarding agency, an inspector general, independent auditor performing audits under the Single Audit Act and any of their duly authorized representatives for the purpose of audit, examination, and copying. The rights of access do not expire with the designated retention period but shall last as long as the records are retained. Records in the hands of the recipient are not subject to disclosure to the general public under the federal Freedom of Information Act. However, any records transmitted to NBRC are subject to that statute. Methods for collection, transmission, and storage of the records shall be consistent with instructions contained in [2 CFR 200.336](#).
- XXXI. AUDIT REQUIREMENTS—The funds made available under this agreement are considered to be a federal award within the meaning of [2 CFR 200.502](#). Accordingly, the expenditures that the recipient makes from this Grant Agreement count toward meeting the threshold amount of expenditures necessary to trigger an audit pursuant to the Single Audit Act and [2 CFR 200, Subpart F](#). Thus, if the recipient organization expends more than \$1,000,000 in covered federal awards during its fiscal year, it will arrange for an independent audit conducted by a qualified auditor or firm. The resulting audit report along with a completed SF-SAC and additional documents identified in [2 CFR 200.511](#) must be submitted to the Federal Audit Clearinghouse not later than nine (9) months after the end of the recipient's fiscal year. Information about how to accomplish single audit submissions is available at <http://harvester.census/facweb/Default.aspx>.
- XXXII. CONTINUING ACCOUNTABILITY—The recipient must assume continuing accountability for several matters that extend beyond the performance period. These include custody and maintenance of property that has been retained,

records retention and access for records, and the discretionary right of the federal government to conduct audits and investigations on an as needed basis.



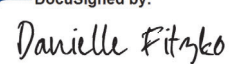
Northern Border Regional Commission

Grant Agreement Between Northern Border Regional Commission (NBRC) And

Vermont Department of Forests Parks and Recreation

November 15, 2022

NBRC Grant Agreement Number: NBRC22GUSDAVT01

Danielle Fitzko		Commissioner, Department of Forests, Parks and Recreation
Recipient's Authorized Representative Name and Title (print) <small>DocuSigned by:</small> 		
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 come with these Investment funds). <small>SEE TABS 47/53/54/55</small>		

NBRC Program Manager: Marina Caceres Date: 02/18/2025
Program Manager | Northern Border Regional Commission

Andrea K. Smith: Andrea K. Smith Date: 02/18/2025
Program Director | Northern Border Regional Commission

Revised 20250211

NBRC22GUSDAVT01 Grant Agreement-signed

Final Audit Report

2025-02-18

Created:	2025-02-18
By:	Marina Bowie (mbowie@nbrc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgy2ev1aQFIMWYnZK_IAO8KwV0fKff1z3

"NBRC22GUSDAVT01 Grant Agreement-signed" History

-  Document created by Marina Bowie (mbowie@nbrc.gov)
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-  Document emailed to Andrea Smith (asmith@nbrc.gov) for signature
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-  Document e-signed by Andrea Smith (asmith@nbrc.gov)
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-  Agreement completed.
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Northern Border Regional Commission

NORTHERN BORDER REGIONAL COMMISSION NOTICE TO PROCEED

Name of Grantee: Vermont Department of Forests Parks and Recreation

Grant Award #: NBRC22GUSDAVT01

Date of Full Notice to Proceed: February 19, 2025

The Full Notice to Proceed authorizes the grantee to commit and expend funds for all eligible project related activities.

If applicable, **Date of Partial Notice to Proceed: N/A**

A Partial Notice to Proceed authorizes the grantee to commit and expend funds for specified eligible project activities only.

NBRC and the Grantee confirm the following requirements for a Notice Proceed have been met.

Complete	Notice to Proceed Requirements
<input checked="" type="checkbox"/>	Confirmation the Obligation of Federal Funds is on file.
<input checked="" type="checkbox"/>	LDD Grant Administration Contract – Select one of the following: 1. <input type="checkbox"/> A copy of the executed contract with a Local Development District (LDD) is on file. a. Date of obligation to reimburse for LDD services: 2. <input type="checkbox"/> A waiver from the LDD administration is on file. 3. <input checked="" type="checkbox"/> The Grantee is a department of State or LDD and is exempt from the Grant administration requirement. 4. <input type="checkbox"/> NBRC Funding Program is exempt from LDD requirement.
<input checked="" type="checkbox"/>	Approved/Executed Grant Agreement is on file.
<input checked="" type="checkbox"/>	Documentation of satisfactory completion of National Environmental Policy Act (NEPA) is on file. Required for Full Notice to Proceed.
<input checked="" type="checkbox"/>	NBRC Form 1002 with documentation of committed match/cost share to complete the project is on file.- N/A
<input type="checkbox"/>	Notice of Federal Interest is required for this award. NFI required to be on file at NBRC before first reimbursement will be processed.

Marina Caceres Date: 02/19/2025
Program Manager | Northern Border Regional Commission

Andrew Smith Date: 02/20/2025
Program Director | Northern Border Regional Commission

DocuSigned by:
Danielle Fitzko Date: 2/20/2025
5BE1AA84753549F...
Grantee Authorized Official Signature

Notice to Proceed is NOT considered valid without Authorized Official's Signature






NBRC22GUSDAVT01 Notice to Proceed

Final Audit Report

2025-02-20

Created:	2025-02-19
By:	Marina Bowie (mbowie@nbrc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAczr-yfrZ_fd9AaSnS_8OISTuWFr2I7-e

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**Northern Border Regional Commission
USDA/ NBRC Partnership Funding (Outdoor Recreation Economy)
Statement of Work
Federal Fiscal Year 22-23 Allocation #NBRC22GUSDAVT01
Request: \$391,666.00**

PART 1 – Personnel

Limited-Service Position (1 FTE) – VOREC Program Manager = \$125,000

USDA/ NBRC Partnership funds will be used to support the salary, benefits, travel for the Vermont Outdoor Recreation Economic Collaborative (VOREC) Director (1 FTE) who will ensure implementation of VOREC initiatives that support a multi-sector approach to addressing complex social and economic issues in alignment with VOREC's goals. The Director will support partner engagement, strengthening the collaborative framework between FPR and ACCD with other sectors of state and local government, non-profits, businesses, and other interested groups, advancing the strategies identified by VOREC's guiding documents, and securing additional funding sources to support and expand VOREC's work.

The Director will also set the structure for the VOREC Community Grant Program which will be managed by FPR and advise on project alignment with VOREC's core impact areas and Move Forward Together Vermont. The Director will also participate in guiding other investments in recreational assets on private and municipal land, including providing technical assistance and resources to communities and providing assistance to communities seeking funding sources for outdoor recreation projects as needed.

The VOREC Director will also lead updates to VOREC's guiding documents and the implementation of identified priorities by working closely with ACCD, FPR, and external partners. The Director will serve under the Division of Lands Administration and Recreation within FPR and will be the primary point of contact and representative to the NBRC Outdoor Economy Council – representing the interests of VOREC and VOREC partner organizations.

Temporary Position (approx. 0.25 FTE) – VOREC Support Staff = \$12,000

USDA/ NBRC Partnership funds will be used to support the salary of temporary staff to aid in the administration of the VOREC Community Grants program. Activities may include the development of grant program informational materials, convening and supporting informational workshops, completing updates as needed to the grant website, tracking and responding to email inquiries about the grant program, and supporting the drafting and execution of grant agreements.

PART 2 – Outdoor Recreation Program Implementation and Administration = \$254,666.00

Subrecipient Grants: \$193,000

Operating Expenses: \$61,666

The main objective of the FY22 funding is to focus activities on leveraging the foundation building work VOREC had done with previous grant awards along with the support of the Department of Forests, Parks and Recreation (FPR) and the Agency of Commerce and Community Development (ACCD). Activities will grow engagement in the VOREC network, including aligning partners around a shared identity and common goals for strengthening outdoor recreation economy in Vermont.

Move Forward Together Vermont Implementation

Move Forward Together Vermont is a strategic vision for strengthening Vermont’s outdoor recreation economy over the next five years and beyond. VOREC, in partnership with the Department of Forests, Parks and Recreation (FPR), led a large-scale planning process from 2023 to 2024 to establish this vision and identify a set of priority actions for the State of Vermont. Thousands of individuals contributed to the process by participating in surveys, joining focus groups, and providing feedback that shaped the vision and priorities.

As Vermont transitions to implementing this plan, VOREC is leading efforts to support partners in overcoming challenges to achieving the vision and tracking progress on priority actions. This funding category will support efforts that include designing and facilitating listening sessions to identify challenges and opportunities to implementing the plan priorities and the development of metrics to measure the impact and success of initiatives over time.

Funding will also support initiatives that address key aspects of Move Forward Together Vermont including projects that support business recruitment & retention, workforce initiatives, marketing outdoor recreation resources, increasing the availability of information about accessible outdoor recreation in the State, and projects that fill identified gaps in outdoor recreation activities.

These efforts will aim to align partners, foster collaboration, and strengthen the infrastructure needed to realize outlined goals in Move Forward Together Vermont.

Outdoor Recreation Organizational Partner Capacity

Growth of Vermont’s outdoor recreation economy and engagement in the Move Forward Together Vermont vision and priority actions relies on the capacity of VOREC’s organizational partners to collaborate in the development and implementation of projects. To support this vision, the Outdoor Recreation Organizational Capacity category focuses on two key areas: organizational capacity grants and outdoor recreation economy event sponsorship.

Organizational capacity grants provide direct funding to strengthen the operational effectiveness of organizations that play a critical role in advancing outdoor recreation economy opportunities and community engagement. These grants aim to enhance the ability of organizations to sustain long-term initiatives, build partnerships, and deliver impactful projects that align with Vermont’s outdoor recreation economy goals.

Outdoor recreation economy event sponsorship focuses on fostering engagement and promoting Vermont's outdoor recreation sector by supporting events that bring stakeholders together, drive economic activity, and highlight the value of outdoor recreation to communities.

Vermont Outdoor Economy Storytelling

Storytelling is a vital tool for the success of Vermont's outdoor recreation economy, as it connects people to the value of outdoor recreation, inspires action, and builds understanding of its role in community development, economic growth, and quality of life. By sharing compelling stories, Vermont can showcase the transformative impact of outdoor recreation on individuals, organizations, businesses, and communities, fostering a sense of shared identity and encouraging investment and collaboration.

Funding in this category will support initiatives that elevate these stories through a variety of mediums. Activities include the creation of high-quality videos that bring to life the vibrancy, challenges, and successes of Vermont's outdoor recreation economy and its key players. Other initiatives will support the production of materials highlighting impactful stories from communities, organizations, businesses and individuals who are driving growth and innovation in the outdoor recreation sector.

This category will also support the development of materials that synthesize the progress VOREC and its partners are making toward the vision and priority actions outlined in Move Forward Together Vermont. Materials will serve as a tool to track progress, celebrate achievements, and communicate outcomes to stakeholders, ensuring alignment and accountability as Vermont advances its outdoor recreation goals.

Spending Authority	Activity		Total Cost (\$)
PART 1	Personnel	<i>VOREC Director: 1 FTE Personnel Salary: \$85,000</i>	\$137,000.00
		<i>Temp support for VOREC grant program: .25 FTE Personnel Salary: \$12,000.00</i>	
		<i>VOREC Director Fringe Benefits: \$38,000</i>	
		<i>VOREC Director Travel: \$2,000.00</i>	
PART 2	Supplies	Provide funding to secure the supplies needed to execute contractual activities completed by VOREC.	\$2,500.00
	Contractual	Provide funding to FPR to support VOREC’s work on the outlined category above: <ul style="list-style-type: none"> Move Forward Together Vermont Implementation Outdoor Recreation Organizational Partner Capacity Vermont Outdoor Economy Storytelling 	\$252,166.00
		TOTAL	\$391,666.00

Task #4: OEC VT Budget Categories	RBDG Funds	Supplemental Funds	Total Project Costs
Personnel	\$97,000.00		\$97,000
Fringe Benefits	\$38,000.00		\$38000.00
Travel	\$2,000.00		\$2,000.00
Supplies	\$2,500.00		\$2,500.00
Contractual	\$252,166.00		\$252,166.00
Total	\$391,666.00	\$	\$391,666.00