1. Applicable Laws: This Contract shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
2. Application for Assistance: If grant funding assistance is continued year to year, the Grantee shall submit a complete application, including the proposed work plan, to the Virginia Department of Environmental Quality (DEQ) at least 75 days prior to the beginning of the next project period unless otherwise specified in the Special Terms and Conditions.
3. Availability of Funds: It is understood and agreed between the parties herein that DEQ shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
4. Certification - Conflict of Interest: The Grantee warrants that it has fully complied with the Code of Virginia State and Local Government Conflict of Interests Act (<http://law.lis.virginia.gov/vacode/title2.2/chapter31/>).
5. Certification - Drug-Free Workplace: The Grantee warrants that it shall comply with the provisions of Public Law 100-690, Title V, Subtitle D, "Drug-Free Workplace Act of 1988", and all applicable federal implementing regulations, including 15 CFR Part 26 or 40 CFR Part 32, which require that the Grantee take steps to provide a drug-free workplace.

The Grantee certifies that it will or will continue to provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace

(2) The Grantee's policy of maintaining a drug free workplace

(3) Any available drug counseling, rehabilitation, and employee assistance programs, and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Contract, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying DEQ in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance of rehabilitation program approve for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

1. Certification - Nondiscrimination: During the performance of this Contract, the Grantee agrees as follows:

(a) The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Grantee. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Grantee, in all solicitations or advertisements for employees placed by or on its behalf, will state that such Grantee is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Grantee will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

1. Collateral Contracts: Where there exists any inconsistency between this Contract and other provisions of collateral contracts which are made a part of this Contract by reference or otherwise, the provisions of this Contract shall control.
2. Creation of Intellectual Property (not applicable to contracts with other state agencies): All copyrightable material created pursuant to this Contract shall be considered work made for hire and shall belong exclusively to DEQ. Neither party intends any copyrightable material created pursuant to this Contract, together with any other copyrightable material with which it may be combined or used, to be a "joint work" under the copyright laws. If any copyrightable material created pursuant to this Contract cannot be deemed work made for hire or is deemed part of a joint work, the Grantee agrees to irrevocably assign, and does hereby irrevocably assign, its entire copyright interest in such material or work to DEQ and shall execute and deliver such further documents as DEQ may reasonably request for the purpose of acknowledging such assignment.

The Grantee warrants that no individual, other than regular employees of the Grantee or DEQ working within the scope of their employment, shall participate in the creation of any copyrightable material to be delivered under this Contract, unless such individual and his or her employer, if any, have signed an intellectual property contract satisfactory to DEQ before commencing such participation.

DEQ shall have all rights, title and interest in or to any invention reduced to practice pursuant to this Contract. The Grantee shall not patent any invention conceived in the course of performing this Contract.

The Grantee hereby agrees that, notwithstanding anything else in this Contract, in the event of any breach of this Contract by DEQ, the Grantee's remedy shall not include any right to rescind or otherwise revoke or invalidate the provisions of this Section. Similarly, no termination of this contract by DEQ shall have the effect of rescinding the provisions of this Section.

This provision applies only to materials or documents developed with Contract funds. It does not apply to materials or documents previously copyrighted or registered under the Grantee's copyright or trademark or to materials or documents which are developed with other funds.

1. Disclaimer: Nothing in this Contract shall be construed as authority for either party to make commitments which will bind the other party beyond the project or work contained herein. Furthermore, the Grantee shall not assign, sublet, or subcontract any work related to this Contract or any interest it may have herein without the prior written consent of DEQ.
2. Documents: The Grantee may retain any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Contract and not required to be delivered to DEQ. DEQ shall have the copyright to all such materials, and unlimited rights to use any such materials. Where necessary for DEQ’s full enjoyment of its copyrights and other rights referenced in this Contract, the Grantee shall provide a clear, reproducible copy of such materials (machine readable upon request) to DEQ.

The Grantee has permission to reproduce and distribute any material or documents prepared by the Grantee and for which DEQ owns the copyright, but only where necessary or expeditious to the performance of the Grantee's obligations under this contract.

This provision applies only to materials or documents developed with contract funds. It does not apply to materials or documents previously copyrighted or registered under the Grantee's copyright or trademark or to materials or documents which are developed with other funds.

1. Employee Administration and Costs: In the event this Agreement provides funds to the Grantee for personnel or personnel related expenditures, the Grantee shall be solely responsible for all: (a) personnel administration and obligations, to include, but not limited to: hiring, evaluations, termination, etc.; and (b) costs, to include, but not limited to: payment for leave, unused time, unemployment insurance and unforeseen employment liabilities (e.g. unemployment compensation, leave pay out, workers compensation, etc.). DEQ shall not assume any responsibilities or obligations as an employer; nor shall DEQ assume any liability (during or after the term of this Agreement) for personnel related costs incurred by the Grantee in order to fulfill its obligations under this Agreement (except as noted below):

Note: DEQ may, in its sole discretion and as specifically allowed in this Agreement, or in accordance with the overriding federal costs principles, reimburse the Grantee for salary and eligible fringe costs incurred during the performance of this Agreement.

1. Financial Records Availability: The Grantee agrees to retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by an independent auditor, whichever is earlier. DEQ, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. Fiscal Control: The Grantee shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, contract funds. The Grantee shall for the purpose of this contract:

(a) Provide all accounting, bookkeeping, fiscal, and administrative services required by or related to this Contract.

(b) Request partial payment due from DEQ in accordance with the terms of this Contract.

(c) Maintain appropriate support for all expenditures incurred and maintaining all books, documents, papers, accounting records, and other evidence supporting the costs incurred associated with this Contract. It shall make such materials available at its offices at all reasonable times during the Contract period, and for three years from the date of final payment under this Contract, for inspection and audit by DEQ or any authorized representative of DEQ.

1. Indemnification (not applicable to contracts with other state agencies): Grantee agrees to indemnify, defend and hold harmless DEQ and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Grantee/any services of any kind or nature furnished by the Grantee, provided that such liability is not attributable to the sole negligence of DEQ or to failure of DEQ to use the materials, goods, or equipment in the manner already and permanently described by the Grantee on the materials, goods or equipment delivered.
2. Indirect Costs: Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the Contract.
3. Integration and Modification: No alteration, amendment or modification in the provisions of this Contract shall be effective unless it is reduced to writing, signed by the parties and attached hereto.
4. Liability (not applicable to contracts with other state agencies): The Grantee shall obtain and maintain, during the life of this Contract, such bodily injury liability and property damage liability insurance as will protect it from claims of damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this contract. If the Grantee has a self-insurance program, it may self-insure the risks associated with this Contract in lieu of the commercial insurance required herein.
5. Obligating Funds beyond project period: The Grantee shall not incur costs or obligate funds for any purpose pertaining to the project beyond the expiration date stipulated in the contract.

Any extension of the award period can only be authorized by DEQ. Verbal or written assurances of funding from other than DEQ shall not constitute authority to obligate funds for programmatic activities beyond the expiration date.

DEQ has no obligation to provide any additional prospective funding. Any renewal of the award to increase funding and to extend the period of performance is at the sole discretion of DEQ.

1. Precedence of Terms: The Contract consists of several documents. In the event of a conflict between or among terms in these documents, the following documents control in order from the most important to the least important: Special Terms and Conditions; General Terms and Conditions; the signed Contract form; and the Scope of Work.
2. Prior Written Approval of Changes: The Grantee must obtain prior written approval from DEQ for changes to the Contract, including, but not limited to, changes of substance in program activities, designs, or plans set forth in the approved scope of work or project work plan.
3. Regulatory Compliance: The Grantee shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the project and shall give all Notices required thereby. The Grantee hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.
4. Renewal of Contract: The Contract may be renewed by DEQ upon written contract by both parties under the terms of the current contract, prior to the expiration.
5. Severability: Each paragraph and provision of this Contract is severable from the entire contract; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
6. Subcontracts: No portion of the Scope of Work shall be subcontracted without the prior written consent of DEQ. The Grantee shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of the Contract. The Grantee shall comply with all applicable provisions of the Virginia Public Procurement Act in making such awards.
7. Termination for Cause: DEQ reserves the right to terminate the grant in whole, or in part, at any time before the date of completion, upon written notice to the Grantee that it has failed to comply with the conditions of the Contract. In connection with such termination, payments made to the Grantee or recoveries by DEQ shall be in accord with the legal rights and liabilities of the parties.
8. Termination for Convenience: DEQ may terminate any resulting contract, in whole or in part, upon thirty (30) days written notice to the Grantee specifying the extent to which the performance under the contract is terminated, and the date of termination. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, in whole or in part, after the initial 12 months of the contract period upon thirty (30) days written notice to the other party specifying the extent to which the performance under the contract is terminated, and the date of termination. In addition, (a) DEQ may terminate the contract immediately if its funding is terminated or; (b) DEQ or the Grantee may terminate the contract, in whole, or in part, if both parties agree that the continuation will not produce beneficial results commensurate with further expenditure of funds; in this event, DEQ and the Grantee shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

In the event the contract (or portion thereof) is terminated (regardless of cause), the Grantee shall not incur new obligations for the contract (or terminated portion thereof) after the effective date of termination, and shall cancel as many outstanding obligations as possible; however, termination shall not relieve the Grantee of the obligation to deliver and/or perform on all outstanding obligations established prior to the effective date of cancellation.

1. Use of Grant Funds: Grant funds shall only be used for the purposes and activities covered in the project work plan.
2. Accessibility Requirements for Contract Deliverables: As applicable, the Grantee shall ensure that all:

Content prepared by the Grantee to be published on a DEQ public (or other public website, as designated by DEQ) shall comply with all federal accessibility standards; and

All (to include, but not limited to) reports, power point presentations, videos, letters, notices, spread sheets, graphs, charts, photos, etc.,) shall comply with all regulations that implement Section 508 of the electronic and information technology accessibility standards of the Rehabilitation Act of 1973 (29 U.S.C. § 794d), as amended, and all regulations, policies, procedures, standards, and [guidelines of the Virginia Information Technologies Association (VITA), which includes the following resources:](https://www.vita.virginia.gov/media/vitavirginiagov/it-governance/pdf/ETAITAccessibilityTopicReportGOV103.pdf)

The U.S. Access Board or W3C’s Web Content Accessibility Guidelines 2.0: [www.access-board.gov/sec508/guide/index.htm](file:///C:\Users\rux46586\Documents\2020COVID%20WORK\www.access-board.gov\sec508\guide\index.htm)

* [www.vita.virginia.gov/it-governance/itrm-policies-standards/](http://www.vita.virginia.gov/it-governance/itrm-policies-standards/)
* [www.vita.virginia.gov/it-governance/itrm-policies-standards/it-accessibility-and-website-standards/](http://www.vita.virginia.gov/it-governance/itrm-policies-standards/it-accessibility-and-website-standards/)
* [www.vita.virginia.gov/media/vitavirginiagov/it-governance/pdf/ETAITAccessibilityTopicReportGOV103.pdf](https://www.vita.virginia.gov/media/vitavirginiagov/it-governance/pdf/ETAITAccessibilityTopicReportGOV103.pdf)

1. DEQ logo: The Grantee shall obtain written authorization from DEQ, prior to utilizing the DEQ logo.