



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: James Reardon, Commissioner of Finance & Management
From: Nathan Lavery, Fiscal Analyst
Date: December 22, 2011
Subject: JFO #2539, #2540, #2541, #2542

No Joint Fiscal Committee member has requested that the following items be held for review:

JFO #2539 – \$52,000 grant from the U.S. Department of Health and Human Services to the Vermont Department of Disabilities, Aging and Independent Living. These funds will reimburse four area agencies on aging for expenses incurred during their response to Tropical Storm Irene.
[JFO received 11/21/11]

JFO #2540 – Donation of land valued at \$93,343 from the Vermont Electric Power Company (VELCO) to the Vermont Department of Fish and Wildlife. The amount of the donation represents the appraised value of a 286.7 acre parcel in Athens and Grafton. The parcel will provide permanent protection of public access for public hunting, trapping, fishing, wildlife viewing, as well as wildlife conservation. The donation is part of a larger property acquisition that has been approved by the Governor.
[JFO received 11/21/11]

JFO #2541 – \$453,279 grant from the U.S. Department of Agriculture to the Vermont Agency of Agriculture, Food and Markets. These funds will be used to help Vermont farmers meet requirements under the Clean Water Act by supporting four positions (3 existing) focused on completing manure and wastewater management systems. **One limited service position is associated with this request.**
[JFO received 11/21/11]

JFO #2542 – \$96,000 grant from the U.S. Department of Agriculture to the Vermont Agency of Agriculture, Food and Markets. These funds will be used to support **one limited service position** to work with agricultural and environmental partners on developing work plans and reporting outcomes of efforts to address water quality goals.
[JFO received 11/21/11]

The Governor's approval may now be considered final. We ask that you inform the Secretary of Administration and your staff of this action.

cc: Susan Wehry, Commissioner
Patrick Berry, Commissioner
Chuck Ross, Secretary



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee Members
From: Nathan Lavery, Fiscal Analyst
Date: November 21, 2011
Subject: Grant Requests

Enclosed please find four (4) items that the Joint Fiscal Office has received from the administration. Two (2) limited service position requests are included among these items.

JFO #2539 – \$52,000 grant from the U.S. Department of Health and Human Services to the Vermont Department of Disabilities, Aging and Independent Living. These funds will reimburse four area agencies on aging for expenses incurred during their response to Tropical Storm Irene.
[JFO received 11/21/11]

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JFO #2541 – \$453,279 grant from the U.S. Department of Agriculture to the Vermont Agency of Agriculture, Food and Markets. These funds will be used to help Vermont farmers meet requirements under the Clean Water Act by supporting four positions (3 existing) focused on completing manure and wastewater management systems. **One limited service position is associated with this request.**
[JFO received 11/21/11]

JFO #2541 – \$96,000 grant from the U.S. Department of Agriculture to the Vermont Agency of Agriculture, Food and Markets. These funds will be used to support **one limited service position** to work with agricultural and environmental partners on developing work plans and reporting outcomes of efforts to address water quality goals.
[JFO received 11/21/11]

Please review the enclosed materials and notify the Joint Fiscal Office (Nathan Lavery at (802) 828-1488; nlavery@leg.state.vt.us) if you have questions or would like an item held for legislative review. Unless we hear from you to the contrary by December 7 we will assume that you agree to consider as final the Governor's acceptance of these requests.

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

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

Agency of Administration

JFO 2542

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

Grant Summary:		This U.S. Natural Resources Conservation Service (NRCS) grant is for a coordinator position to work with agricultural and environmental partners and to manage the AGO A&E grant that is related to farm field monitoring stations. The VT Department of Environmental Conservation(DEC) is also involved in this grant.			
Date:		11/1/2011			
Department:		Agriculture, Food and Markets			
Legal Title of Grant:		AGO Partner Liaison Position			
Federal Catalog #:		10.902 CTA			
Grant/Donor Name and Address:		USDA Natural Resources Conservation Service, 356 Mountain View Drive, Suite 105, Colchester, VT 05446			
Grant Period:		From:	To:		
		9/20/2011	3/20/2013		
Grant/Donation		\$96,000			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$48,000	\$48,000	\$	\$96,000	
Position Information:		# Positions	Explanation/Comments		
		1	This is a limited service position -Lake Champlain Partner Liaison		
Additional Comments:		There is a \$33K in-kind match from Agriculture and DEC.			
Department of Finance & Management				<i>11/3/11</i>	(Initial)
Secretary of Administration				<i>11/8/11</i>	(Initial)
Sent To Joint Fiscal Office				<i>11/17/11</i>	Date



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

BASIC GRANT INFORMATION				
1. Agency:	Vermont Agency of Agriculture			
2. Department:	Agricultural Resource Management			
3. Program:	Water Quality			
4. Legal Title of Grant:	AGO Partner Liaison Position			
5. Federal Catalog #:	10.902 CTA			
6. Grant/Donor Name and Address:				
USDA Natural Resource Conservation Service 356 Mountain View Drive, Suite 105 Colchester, VT 05446				
7. Grant Period:	From:	9/20/2011	To:	3/20/2013
8. Purpose of Grant:				
Agricultural Water Quality Improvements in Lake Champlain Watershed				
9. Impact on existing program if grant is not Accepted:				
This grant provides a coordinator position to work with multiple agricultural and environmental partners to ensure programs and policies are consistent, it also provides for project management of the AGO A&E grant which provides in the field monitoring of practice efficacy which will help Vermont farmers to meet their obligations under the Clean Water Act and future requirements of the Lake Champlain TMDL from the Environmental Protection Agency.				
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 2012	FY 2013	FY	
Personal Services	\$48,000	\$48,000	\$	
Operating Expenses	\$16,500	\$16,500	\$	
Grants	\$	\$	\$	
Total	\$64,500	\$64,500	\$	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$16,500	\$16,500	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$48,000	\$48,000	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source)	\$	\$	\$	
Total	\$64,500	\$64,500	\$	
Appropriation No:	2200040000	Amount:	\$ 96,000	
			\$	
			\$	
			\$	

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

		\$
		\$
		\$
	Total	\$129,000

PERSONAL SERVICE INFORMATION

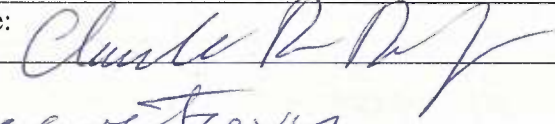
11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: _____ Agreed by: _____ (initial)

12. Limited Service Position Information:	# Positions	Title
	1	Lake Champlain Partner Liaison
Total Positions	1	

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

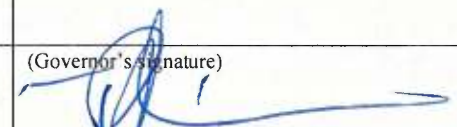
13. AUTHORIZATION AGENCY/DEPARTMENT

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: 	Date: 10-27-11
	Title: Secretary	
	Signature:	Date:
	Title:	

14. SECRETARY OF ADMINISTRATION

<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature) 	Date: 11/18/11
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15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/> Accepted	(Governor's signature) 	Date: 11/17/11
<input type="checkbox"/> Rejected		

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

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

End Form AA-1

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

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

BASIC GRANT INFORMATION				
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2. Department:	Agricultural Resource Management			
3. Program:	Water Quality			
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Grant (source)	\$	\$	\$	
Total	\$64,500	\$64,500	\$	
Appropriation No:	2200040000	Amount:	\$ 96,000	
			\$	
			\$	
			\$	

STATEMENT OF WORK FOR CONTRIBUTION AGREEMENT

BETWEEN THE

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

AND

THE VERMONT AGENCY OF AGRICULTURE, FOOD & MARKETS

AND

THE VERMONT AGENCY OF NATURAL RESOURCES, DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

Relative to: America's Great Outdoors Partner Liaison Position

This agreement is entered into by and between the USDA, Natural Resources Conservation Service hereinafter referred to as the "NRCS" and The Vermont Agency of Agriculture, Food & Markets, hereinafter referred to as "VAAFM", and the Vermont Agency of Natural Resources, Department of Environmental Conservation, hereinafter referred to as "VT DEC."

I. PURPOSE

This award is for VAAFM and VT DEC to provide coordination of all Partners contributing funds and/or technical assistance to Vermont farmers and landowners, as specified in the Memorandum of Understanding to be signed by both NRCS, VAAFM and VT DEC in the Fall, 2011, and to provide coordination of all partners and subcontractors for the new NRCS "Monitoring and Evaluation" Practice on Vermont farms, primarily funded through the NRCS America's Great Outdoors Initiative.

II. AUTHORITY

7 U.S.C. 6962a and Conservation Technical Assistance Program (CTA), 16 USC 590a-590f, 590q, 7 CFR Part 610 (CFDA 10.902).

III. OBJECTIVES

Per *Presidential Memorandum -- America's Great Outdoors*, issued by President Barack Obama on April 16, 2010, USDA and others were, in part, tasked to (ii) build upon State,

local, private, and tribal priorities for the conservation of land, water, wildlife, historic, and cultural resources, creating corridors and connectivity across these outdoor spaces, and for enhancing neighborhood parks; and determine how the Federal Government can best advance those priorities through public private partnerships and locally supported conservation strategies; and (iii), use science-based management practices to restore and protect our lands and waters for future generations.

In the Fall of 2011, NRCS and VAAFMM expect to sign a Memorandum of Understanding, along with many other partners in Vermont providing technical and/or financial assistance to Vermont farms to improve water quality. The purpose of this MOU is to strengthen cooperation among the Parties that result in coordinated interagency delivery of agriculture-related technical and/or financial conservation assistance to private landowners in the Lake Champlain watershed, to achieve measurable water quality and wildlife habitat improvements in the most efficient, cost-effective way possible, and provide the best possible service experience for farmers and other private landowners.

Subsequent to the agreement to develop the MOU amongst all parties, the Lake Champlain basin was declared by NRCS as a pilot area to implement the goals outlined in the America's Great Outdoors Initiative. To address Lake Champlain's urgent, high priority water quality concerns, NRCS will be implementing a new water quality monitoring practice called "Monitoring and Evaluation." Successful implementation of this practice will require close coordination between NRCS, VAAFMM, Vermont Agency of Natural Resources, and the landowners agreeing to install the practice. Many Partner agencies in Vermont have enthusiastically participated in planning/strategy development meetings, and have indicated willingness to contribute funds and/or staff time to accomplish the Water Quality Monitoring Projects in Vermont

This agreement provides funding for a "Partner Liaison Position" to provide overall coordination among the partner agencies for both the successful implementation of the new water quality monitoring practice on Vermont farms, as well as overall coordination of partners to achieve the goals outlined in the MOU.

IV. RESPONSIBILITIES OF THE PARTIES

A. NRCS will:

1. Provide funding in the amount not to exceed **\$96,000** towards the work described under the expected accomplishment and deliverables of this agreement.
2. Provide any necessary guidance and direction to the VAAFMM and VT DEC to ensure deliverables are accomplished in a timely manner.
3. Review project deliverables for proper format and acceptable documentation.
4. Upon review and approval of the accomplishments and deliverables along with proper documentation submit payment for the costs attributable to the completion of the work set forth in this agreement.
5. Provide the following as contacts:

STATEMENT OF WORK FOR CONTRIBUTION AGREEMENT

BETWEEN THE

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

AND

THE VERMONT AGENCY OF AGRICULTURE, FOOD & MARKETS

AND

THE VERMONT AGENCY OF NATURAL RESOURCES, DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

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This award is for VAAFAM and VT DEC to provide coordination of all Partners contributing funds and/or technical assistance to Vermont farmers and landowners, as specified in the Memorandum of Understanding to be signed by both NRCS, VAAFAM and VT DEC in the Fall, 2011, and to provide coordination of all partners and subcontractors for the new NRCS "Monitoring and Evaluation" Practice on Vermont farms, primarily funded through the NRCS America's Great Outdoors Initiative.

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Technical Contact

Name: Kip Potter
Address: 356 Mountain View Dr.
Colchester, VT 05446
Phone: (802) 951-6796 X 238
Fax: (802) 655-0638
Email: kip.potter@vt.usda.gov

Administrative Contact

Pat Pickett
356 Mountain View Dr.
Colchester, VT 05446
(802) 951-6796 X 224
(802) 655-0638
pat.pickett@vt.usda.gov

Programmatic Contacts

Vicky Drew
356 Mountain View Dr.
Colchester, VT 05446
(802) 951-6796 X 242
(802) 655-0638 (fax)
vicky.drew@vt.usda.gov

Jim Wood
356 Mountain View Dr.
Colchester, VT 05446
(802) 951-6796 X 235
(802) 655-0638
jim.wood@vt.usda.gov

B. VAAFM and VT DEC will:

1. Contribute \$33,000 towards the cost of this liaison position through a cash match of \$16,500 from VT DEC and an in-kind contribution of \$16,500 from VAAFM by providing space, computer, travel, training, supplies, and other normal operating expenses.
2. Accomplish the deliverables on time according to the milestones outlined in this agreement.
3. Contact the NRCS technical contact for any needed clarification or guidance throughout the project.
4. Submit all deliverables with sufficient time for review and necessary revision prior to the final approval.
5. Comply with the attached General Terms and Conditions.
6. Submit an accrual report to NRCS by the 11th day of the month before close of the Federal fiscal year quarter, i.e., March 11, June 11, September 11, and December 11 to NRCS administrative contact.
7. Submit a progress report with each request for advance or reimbursement (SF-270) documenting the activities accomplished during the billing period.
8. Provide the following as contacts:

Technical Contact

Name: Laura DiPietro
Address: 116 State Street
Montpelier, VT 05602
Phone: (802) 828-1289
Fax: (802) 828-1410
Email: laura.dipietro@state.vt.us

Administrative Contact

Mary Morrison
116 State Street
Montpelier, VT 05602
(802) 828-3567
(802) 828-1410
mary.morrison@state.vt.us

V. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

The following items are defined deliverables for this agreement and will be completed by VAAFM with assistance from VT DEC:

- 1) Provide technical assistance to oversee coordination of all activities, including interaction with partners and outside vendors secured to provide specific contractual services, to successfully implement the new NRCS water quality monitoring practice, "Monitoring and Evaluation," Practice Code 799 on Vermont farms.
- 2) Maintain a best management practice tracking database at VAAFM, develop indicators of phosphorus reduction progress, define goals and ultimate acceptable levels of implementation, and report annually on progress in implementing these practices in the Lake Champlain Basin.
- 3) Serve as liaison between 7 technical service provider organizations (NRCS, VACD, VAAFM, VT DEC, USF&WS, FSA, UVM Extension, and the Southern VT Nutrient Management Program) to coordinate the development of annual work plans, joint outreach materials, sharing of data where legal to do so, and cross training of staff, as specified in the Memorandum of Understanding to be signed by both NRCS and VAAFM.
- 4) Track and report outcomes of all partner contributions and activities to address water quality goals to each partner that is party to the MOU.
- 5) Lead and facilitate "certainty" discussions amongst agency leadership.
- 6) Provide coordination and technical support to local conservation districts to design and facilitate local work group meetings to identify priority resource concerns in each District, and work with NRCS to integrate outcomes into Statewide Resource Assessment.
- 7) Serve as a representative for NRCS and VAAFM to watershed associations and other groups who seek to develop a coordinated approach to watershed implementation at sub-basin level (eg., Lewis Creek Association, Farmers Watershed Alliance, etc.), and coordinate follow-up actions needed and/or information sharing with agency leadership, as needed, and local agency field staff.

VI. PERIOD OF PERFORMANCE

Project timeline will begin with the date of the last signature on the agreement and shall remain in effect for 18 months.

This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance. Upon cancellation VAAFM will reimburse NRCS the remaining amounts unpaid and unobligated.

Technical Contact

Name: Kip Potter
Address: 356 Mountain View Dr.
Colchester, VT 05446
Phone: (802) 951-6796 X 238
Fax: (802) 655-0638
Email: kip.potter@vt.usda.gov

Administrative Contact

Pat Pickett
356 Mountain View Dr.
Colchester, VT 05446
(802) 951-6796 X 224
(802) 655-0638
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8. Provide the following as contacts:

Technical Contact

Name: Laura DiPietro
Address: 116 State Street
Montpelier, VT 05602
Phone: (802) 828-1289
Fax: (802) 828-1410
Email: laura.dipietro@state.vt.us

Administrative Contact

Mary Morrison
116 State Street
Montpelier, VT 05602
(802) 828-3567
(802) 828-1410
mary.morrison@state.vt.us

No changes, modification, or amendments in the terms and conditions of the Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the USDA and Grantees.

VII. RESOURCES REQUIRED

VAAFM will hire a limited service position which will be provided office space at 116 State Street, Montpelier, VT. Resources such as office supplies, computer, travel, training and normal operating expenses will be covered by VAAFM. The total in-kind contribution by VAAFM for such resources will amount to \$16,500.

VT DEC will provide \$16,500 in cash for salary and benefits of the limited service employee.

NRCS will provide \$96,000 in cash for salary and benefits of the limited service employee.

VIII. MILESTONES

Task	Date for Completion
1. Fill limited service position	November 1, 2011
2. Hold partner meetings	November 2011 – February 2013
3. Provide partner reports	December 2011 & 2012
4. Provide indicator reports	July 2011 & 2012, January 2013
5. Coordinate AGO project	November 2011 – February 2013
6. Assist CD's in LWG Meetings	August 2012

IX. BUDGET

Budget Item	NRCS	VT DEC	VAAFM
Salaries and Benefits	\$96,000	\$16,500	
In-Kind Contributions			\$16,500

**STATE OF VERMONT
Joint Fiscal Committee Review
Limited Service - Grant Funded
Position Request Form**

This form is to be used by agencies and departments when additional grant funded positions are being requested. Review and approval by the Department of Human Resources must be obtained prior to review by the Department of Finance and Management. The Department of Finance will forward requests to the Joint Fiscal Office for JFC review. A Request for Classification Review Form (RFR) and an updated organizational chart showing to whom the new position(s) would report must be attached to this form. Please attach additional pages as necessary to provide enough detail.

Agency/Department: Agency of Agriculture, ARM Division Date: 10/27/11

Name and Phone (of the person completing this request): Laura DiPietro 828-1289

Request is for:

- Positions funded and attached to a new grant.
 Positions funded and attached to an existing grant approved by JFO # _____

1. Name of Granting Agency, Title of Grant, Grant Funding Detail (attach grant documents):

USDA Natural Resources Conservation Service, AGO Partner Liaison Position,
 Federal assistance for a partner liaison position to coordinate agricultural and environmental programs and policies amongst the various state and federal partners in the Lake Champlain Basin.

2. List below titles, number of positions in each title, program area, and limited service end date (information should be based on grant award and should match information provided on the RFR) position(s) will be established only after JFC final approval:

<u>Title* of Position(s) Requested</u>	<u># of Positions</u>	<u>Division/Program</u>	<u>Grant Funding Period/Anticipated End Date</u>
Lake Champlain Partner Liaison	1	ARM Water Quality	9/20/11-3/20/2013

*Final determination of title and pay grade to be made by the Department of Human Resources Classification Division upon submission and review of Request for Classification Review.

3. Justification for this request as an essential grant program need:

This grant provides a coordinator position to work with multiple agricultural and environmental partners to ensure programs and policies are consistent, it also provides for project management of the AGO A&E grant which provides in the field monitoring of practice efficacy which will help Vermont farmers to meet their obligations under the Clean Water Act and future requirements of the Lake Champlain TMDL from the EPA.

I certify that this information is correct and that necessary funding, space and equipment for the above position(s) are available (required by 32 VSA Sec. 5(b)).

Charles R. [Signature] _____ Date: 10-27-11
 Signature of Agency or Department Head

Molay Paul [Signature] _____ Date: 10/29/11
 Approved/Denied by Department of Human Resources

[Signature] _____ Date: 11/3/11
 Approved/Denied by Finance and Management

[Signature] Deputy _____ Date: 11/8/11
 Approved/Denied by Secretary of Administration

Comments:

VERMONT DEPARTMENT OF PERSONNEL
Request for Classification Review
Position Description Form A

- **This form is to be used by managers and supervisors to request classification of a position (filled or vacant) when the duties have changed, and by managers and supervisors to request the creation of a new job class/title (for a filled, vacant, or new position), and by employees to request classification of their position.**
- This form was designed in Microsoft Word to download and complete on your computer. This is a form-protected document, so information can only be entered in the shaded areas of the form.
- If you prefer to fill out a hard copy of the form, contact your Personnel Officer.
- To move from field to field use your mouse, the arrow keys or press Tab. Each form field has a limited number of characters. Use your mouse or the spacebar to mark and unmark a checkbox.
- Where additional space is needed to respond to a question, you might need to attach a separate page, and number the responses to correspond with the numbers of the questions on the form. Please contact your Personnel Officer if you have difficulty completing the form.
- The form must be complete, including required attachments and signatures or it will be returned to the department's personnel office. All sections of this form are required to be completed unless otherwise stated.

INSTRUCTIONS: Tell us about the job. The information you provide will be used to evaluate the position. It will not be used in any way to evaluate an employee's performance or qualifications.

Answer the questions carefully. The information you give will help ensure that the position is fairly evaluated. Here are some suggestions to consider in completing this questionnaire:

- Tell the **facts** about what an employee in this position is actually expected to do.
- Give **specific examples** to make it clear.
- Write in a way so a person unfamiliar with the job will be able to understand it.
- Describe the job **as it is now**; not the way it was or will become.
- Before answering each question, read it carefully.

To Submit this Request for Classification Review: If this is a filled position, the employee must sign the original* and forward to the supervisor for the supervisor's review and signature. The Personnel Officer and the Appointing Authority must also review and sign this request before it is considered complete. The effective date of review is the beginning of the first pay period following the date the complete Request for Classification Review is date stamped by the Classification Division of the Department of Personnel.

*An employee may choose to sign the form, make a copy, submit original to supervisor as noted above, while concurrently sending the copy to the Classification Division, 144 State Street, Montpelier, with a cover note indicating that the employee has submitted the original to the supervisor and is submitting the copy as a **Concurrent** filing.

If this is a request (initiated by employees, VSEA, or management) for review of all positions in a class/title please contact the appropriate Classification Analyst or the Classification Manager to discuss the request prior to submitting.

1. Job Duties

This is the **most critical** part of the form. Describe the activities and duties required in your job, **noting changes (new duties, duties no longer required, etc.) since the last review**. Place them in order of importance, beginning with the single most important activity or responsibility required in your job. The importance of the duties and expected end results should be clear, including the tolerance that may be permitted for error. Describe each job duty or activity as follows:

- **What** it is: The nature of the activity.
- **How** you do it: The steps you go through to perform the activity. Be specific so the reader can understand the steps.
- **Why** it is done: What you are attempting to accomplish and the end result of the activity.

For example a Tax Examiner might respond as follows: **(What)** *Audits tax returns and/or taxpayer records.* **(How)** *By developing investigation strategy; reviewing materials submitted; when appropriate interviewing people, other than the taxpayer, who have information about the taxpayer's business or residency.* **(Why)** *To determine actual tax liabilities.*

Provide technical assistance to oversee coordination of all activities, including interaction with partners and outside vendors secured to provide specific contractual services, to successfully implement the new NRCS water quality monitoring practice, "Monitoring and Evaluation," Practice Code 799 on Vermont farms. To maintain a best management practice tracking database at VAAFM, develop indicators of phosphorus reduction progress, define goals and ultimate acceptable levels of implementation, and report annually on progress in implementing these practices in the Lake Champlain Basin. Serve as liaison between 7 technical service provider organizations (NRCS, VACD, VAAFM, VT DEC, USF&WS, FSA, UVM Extension, and the Southern VT Nutrient Management Program) to coordinate the development of annual work plans, joint outreach materials, sharing of data where legal to do so, and cross training of staff, as specified in the Memorandum of Understanding amongst these partners. Tracking and reporting outcomes of all partner contributions and activities to address water quality goals to each partner that is party to the MOU. Lead and facilitate "certainty" discussions amongst agency leadership. Provide coordination and technical support to local conservation districts to design and facilitate local work group meetings to identify priority resource concerns in each District, and work with NRCS to integrate outcomes into Statewide Resource Assessment. Serve as a representative for NRCS and VAAFM to watershed associations and other groups who seek to develop a coordinated approach to watershed implementation at sub-basin level (eg., Lewis Creek Association, Farmers Watershed Alliance, etc.), and coordinate follow-up actions needed and/or information sharing with agency leadership, as needed, and local agency field staff. Develop and manage agricultural water quality grants and contracts. Prepare agricultural water quality reports and press releases for various media outlets. Performs related duties as required..

2. Key Contacts

This question deals with the personal contacts and interactions that occur in this job. Provide brief typical examples indicating your primary contacts (**not** an exhaustive or all-inclusive list of contacts) other than those persons to whom you report or who report to you. If you work as part of a team, or if your primary contacts are with other agencies or groups outside State government describe those interactions, and what your role is. For example: you may *collaborate, monitor, guide, or facilitate change*.

Duties involve administration of a multi-organization agreement for management of the agricultural resources of Lake Champlain. Extensive interaction occurs with private citizens and with representatives of state and federal governments, businesses, universities, and

Though this position is a dedicated liaison between various agricultural partners, direct supervision and job assignments will be provided by the Agricultural Resource Management Deputy Director. A probationary period of six months will require more intensive oversight of work related products as a means of on the job training. Beyond the probationary period, this position provides independence once a job responsibility is assigned, however the employee will have milestones where status updates with management will be required to ensure the project development is consistent with expectations.

6. Mental Effort

This section addresses the mental demands associated with this job. Describe the most mentally challenging part of your job or the most difficult typical problems you are expected to solve. Be sure to give a specific response and describe the situation(s) by example.

- For example, a purchasing clerk might respond: *In pricing purchase orders, I frequently must find the cost of materials not listed in the pricing guides. This involves locating vendors or other sources of pricing information for a great variety of materials.*
- Or, a systems developer might say: *Understanding the ways in which a database or program will be used, and what the users must accomplish and then developing a system to meet their needs, often with limited time and resources.*

Considerable knowledge of agricultural operations and implementation techniques related to their impact on lake use, land use and water quality protection.

Considerable knowledge of the principles and practices of public administration.

Considerable knowledge of biological, chemical, and physical water quality indicators.

Considerable knowledge of land use and water quality relationships.

Working knowledge of natural resources management.

Working knowledge of the principles and practices of public relations.

Knowledge of public involvement and public participation theory and techniques.

Ability to communicate effectively orally and in writing.

Ability to exercise considerable tact and diplomacy.

Ability to establish and maintain effective working relationships with diverse groups.

Bachelor's degree in public administration or in a field related to natural resources.

Two years at a professional level in a natural resources program.

Note: Graduate work in public administration or in a natural resources field may be substituted for up to one year of the required experience on a semester for six months basis.

7. Accountability

This section evaluates the job's expected results. In weighing the importance of results, consideration should be given to responsibility for the safety and well-being of people, protection of confidential information and protection of resources.

and construction sites may be anticipated.	

c) What weights do you lift; how much do they weigh and how much time per day/week do you spend lifting?

Type	How Heavy?	How Much of the Time?

d) What working positions (sitting, standing, bending, reaching) or types of effort (hiking, walking, driving) are required?

Type	How Much of the Time?
Sitting, standing, bending, reaching	50%
Hiking, walking, and driving	50%

Additional Information:

Carefully review your job description responses so far. If there is anything that you feel is important in understanding your job that you haven't clearly described, use this space for that purpose. Perhaps your job has some unique aspects or characteristics that weren't brought out by your answers to the previous questions. In this space, add any additional comments that you feel will add to a clear understanding of the requirements of your job.

--

Employee's Signature (required): _____ Date: _____

Personnel Administrator's Section:

Please complete any missing information on the front page of this form before submitting it for review.

Are there other changes to this position, for example: Change of supervisor, GUC, work station?

Yes No If yes, please provide detailed information.

Attachments:

Organizational charts are **required** and must indicate where the position reports.

Draft job specification is **required** for proposed new job classes.

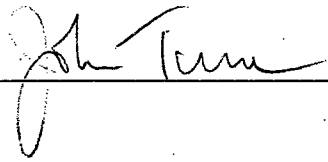
Will this change affect other positions within the organization? If so, describe how, (for example, have duties been shifted within the unit requiring review of other positions; or are there other issues relevant to the classification review process).

Yes, this position will be taking on new tasks as they are developed and alleviating a workload that is currently not being adequately serviced due to lack of staff support.

Suggested Title and/or Pay Grade:

Lake Champlain Partner Liaison/PG 23

Personnel Administrator's Signature (required):



Date:

10/27/11

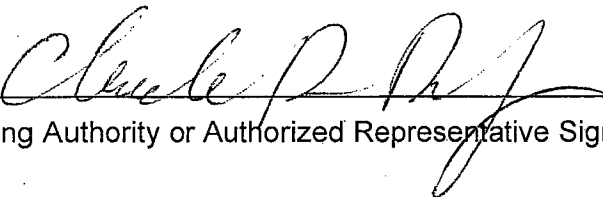
Appointing Authority's Section:

Please review this completed job description but **do not alter** or eliminate any of the entries. Add any clarifying information and/or additional comments (if necessary) in the space below.

Suggested Title and/or Pay Grade:

Lake Champlain Partner Liaison/PG 23

Appointing Authority or Authorized Representative Signature (required)



Date

10-27-11

LAKE CHAMPLAIN PARTNER LIAISON

Job Code:

Pay Plan: Classified

Pay Grade: 23

Occupational Category: Life, Physical & Social Science

Effective Date: TBD

Class Definition: Coordinate interagency delivery of agriculture-related technical and/or financial conservation assistance to private landowners in the Lake Champlain watershed, to achieve measurable water quality and wildlife habitat improvements in the most efficient, cost-effective way possible, and provide the best possible service experience for farmers and other private landowners. Duties involve administration of a multi-organization agreement for management of the agricultural resources of Lake Champlain. Extensive interaction occurs with private citizens and with representatives of state and federal governments, businesses, universities, and environmental and economic development organizations, and with the Legislature. Work is performed under the direction of the Agricultural Resource Management division at the Agency of Agriculture, Food & Markets, but requires the exercise of considerable independent judgment.

Examples of Work: Provide technical assistance to oversee coordination of all activities, including interaction with partners and outside vendors secured to provide specific contractual services, to successfully implement the new NRCS water quality monitoring practice, "Monitoring and Evaluation," Practice Code 799 on Vermont farms. To maintain a best management practice tracking database at VAAFAM, develop indicators of phosphorus reduction progress, define goals and ultimate acceptable levels of implementation, and report annually on progress in implementing these practices in the Lake Champlain Basin. Serve as liaison between 7 technical service provider organizations (NRCS, VACD, VAAFAM, VT DEC, USF&WS, FSA, UVM Extension, and the Southern VT Nutrient Management Program) to coordinate the development of annual work plans, joint outreach materials, sharing of data where legal to do so, and cross training of staff, as specified in the Memorandum of Understanding amongst these partners. Tracking and reporting outcomes of all partner contributions and activities to address water quality goals to each partner that is party to the MOU. Lead and facilitate "certainty" discussions amongst agency leadership. Provide coordination and technical support to local conservation districts to design and facilitate local work group meetings to identify priority resource concerns in each District, and work with NRCS to integrate outcomes into Statewide Resource Assessment. Serve as a representative for NRCS and VAAFAM to watershed associations and other groups who seek to develop a coordinated approach to watershed implementation at sub-basin level (eg., Lewis Creek Association, Farmers Watershed Alliance,

etc.), and coordinate follow-up actions needed and/or information sharing with agency leadership, as needed, and local agency field staff. Develop and manage agricultural water quality grants and contracts. Prepare agricultural water quality reports and press releases for various media outlets. Performs related duties as required.

Environmental Factors: Duties are performed largely in an office setting, but with need for travel statewide for which private means of transportation must be available. Evening and weekend duty may be necessary. Some confrontational meetings with interest groups may occur, which will require good human relations skills and an ability to practice effective public participation techniques.

Minimum Qualifications

Knowledge, Skills and Abilities: Considerable knowledge of agricultural operations and implementation techniques related to their impact on lake use, land use and water quality protection.

Considerable knowledge of the principles and practices of public administration.

Considerable knowledge of biological, chemical, and physical water quality indicators.

Considerable knowledge of land use and water quality relationships.

Working knowledge of natural resources management.

Working knowledge of the principles and practices of public relations.

Knowledge of public involvement and public participation theory and techniques.

Ability to communicate effectively orally and in writing.

Ability to exercise considerable tact and diplomacy.

Ability to establish and maintain effective working relationships with diverse groups.

Education and Experience: Education: Bachelor's degree in public administration or in a field related to natural resources.

Experience: Two years at a professional level in a natural resources program.

Note: Graduate work in public administration or in a natural resources field may be substituted for up to one year of the required experience on a semester for six months basis.

Special Requirements: n/a

DUPLICATE ORIGINAL

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number 69-1644-11-02		2. Amendment No. N/A	3. Award/Project Period 09/01/2011 - 02/28/2013		4. Type of Award Instrument Contribution Agreement
5. Agency (Name and Address) Natural Resources Conservation Service Vermont State Office 356 Mountain View Drive Colchester, VT 05446			6. Recipient Organization (Name and Address) Vermont Agency of Agriculture, Foods, and Markets 116 State Street, Montpelier, VT 05602 Vermont Agency of Natural Resources, Dept. of Environmental Conservation 103 South Main Street, One South Building Waterbury, VT 05671-0401 DUNS: 80-9376718 EIN: 03-6000264		
7. NRCS Program Contact: Vicky M. Drew Jim Wood		8. NRCS Administrative Contact: Pat Pickett		9. Recipient Program Contact: Laura DiPietro	10. Recipient Administrative Contact: Mary Morrison
11. CFDA Number 10.902 CTA	12. Authority 7 USC 6962a & Conservation Technical Assistance, 16 USC 590a-590f, 590g, 7 CFR Part 610		13. Type of Action New Agreement		14. Project Director

15. Project Title/Description:
AGO Partner Liaison Position

16. Entity Type: Profit Nonprofit Higher Education Federal State/Local Indian/Native American

17. Funding:		18. Accounting and Appropriation Data	
	<u>Federal</u>	<u>Non-Federal</u>	
Previous Total	96000	33000	
Current Total			
Grand Total	129000	129000	
		<u>Financial Code</u>	<u>Amount</u> <u>Fiscal Year</u> <u>Treasury Symbol</u>
		111201T50	\$96,000 2011 12121000

APPROVED BUDGET

Personnel	\$ 112,500	Fringe Benefits	\$
Travel	\$	Equipment	\$
Supplies	\$	Contractual	\$
Construction	\$	Other	\$ 16,500
Total Direct Cost	\$ 112,500	Total Indirect Cost	\$ 16,500
Total Federal Funds Awarded	\$ 96,000	Total Non-Federal Funds	\$ 33,000
Total Approved Budget	\$ 129,000		

FUNDS AVAILABLE
Claw
9/15/11

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

ACCEPTED BY

Name and Title of Authorized Government Representative VICKY M. DREW STATE CONSERVATIONIST	Signature <i>Vicky M. Drew</i>	Date 9/20/11
Name and Title of Authorized Recipient Representative CHARLES R. ROSS, SECRETARY VAAFM; DAVID K. MEARS, COMMISSIONER	Signature <i>Charles Ross</i> <i>DMC</i>	Date 9-8-11 9-14-11

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NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. AGO Partner Liaison	10.902	\$	\$	\$ 96,000.00	\$	\$ 96,000.00
2. VAAFM					16,500.00	16,500.00
3. VTDEC					16,500.00	16,500.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 96,000.00	\$ 33,000.00	\$ 129,000.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)	
	(1) AGO Partner Liaison	(2) VAAFM	(3) VTDEC	VTDEC		
a. Personnel	\$ 68,000.00	\$	\$ 10,000.00	\$	\$ 78,000.00	
b. Fringe Benefits	28,000.00		3,200.00		31,200.00	
c. Travel			3,300.00		3,300.00	
d. Equipment					0.00	
e. Supplies					0.00	
f. Contractual					0.00	
g. Construction					0.00	
h. Other					0.00	
i. Total Direct Charges (sum of 6a-6h)	96,000.00	0.00	16,500.00	0.00	112,500.00	
j. Indirect Charges		16,500.00			16,500.00	
k. TOTALS (sum of 6i and 6j)	\$ 96,000.00	\$ 16,500.00	\$ 16,500.00	\$ 0.00	\$ 129,000.00	
7. Program Income	\$	\$	\$	\$	\$ 0.00	

Authorized for Local Reproduction

Standard Form 424A (Rev. 7-97)
Prescribed by OMB Circular A-102

INSTRUCTIONS FOR NOTICE OF GRANT/AGREEMENT AWARD

1. Award Identifying Number:
Agreement number
2. Amendment No.:
Amendment number (if applicable)
3. Award/Project Period:
Start and end date of project
4. Type of Award Instrument:
Cooperative, Grant, or Contribution
5. Agency:
Name, Address, City, State, ZIP Code
6. Recipient Organization:
Name, Address, City, State, ZIP Code, DUNS (Data Universal Numbering System), and EIN (employee identification number)
7. NRCS Program Contact:
Name and contact information of person to be contacted on matters involving the programmatic aspects of the agreement
8. NRCS Administrative Contact:
Name and contact information of person to be contacted on matters involving the administrative aspects of the agreement
9. Recipient Contact:
Name and contact information of person to be contacted on matters involving the technical aspects of the agreement
10. Recipient Administrative Contact:
Name and contact information of person to be contacted on matters involving the administrative aspects of the agreement
11. CFDA Number:
The Catalog of Federal Domestic Assistance number under which assistance is requested
12. Authority:
Authority under which the agreement is entered into
13. Type of Action:
Select one type of action:
 - i. New Agreement.—Agreement awarded for the first time
 - ii. Amendment/Revision.—Any change in financial obligation or deliverables
 - iii. Extension.—Extend performance period
14. Project Director:
Name and contact information of recipient's project director or principal investigator (if applicable)
15. Project Title/Description:
Brief description of the purpose of the agreement
16. Entity type:
Type of recipient
17. Funding:
Federal amount of the award and the non-Federal amount to be contributed to the project
18. Accounting/Appropriation Date:
Provide the following:
 - i. Financial Code.—Accounting classification code
 - ii. Amount.—Self explanatory
 - iii. Fiscal Year.—Self explanatory
 - iv. Treasury symbol.—Self explanatory
19. Approved Budget:
Totals for each budget category

STATEMENT OF WORK FOR CONTRIBUTION AGREEMENT

BETWEEN THE

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

AND

THE VERMONT AGENCY OF AGRICULTURE, FOOD & MARKETS

AND

THE VERMONT AGENCY OF NATURAL RESOURCES, DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

Relative to: America's Great Outdoors Partner Liaison Position

This agreement is entered into by and between the USDA, Natural Resources Conservation Service hereinafter referred to as the "NRCS" and The Vermont Agency of Agriculture, Food & Markets, hereinafter referred to as "VAAFMM", and the Vermont Agency of Natural Resources, Department of Environmental Conservation, hereinafter referred to as "VT DEC."

I. PURPOSE

This award is for VAAFMM and VT DEC to provide coordination of all Partners contributing funds and/or technical assistance to Vermont farmers and landowners, as specified in the Memorandum of Understanding to be signed by both NRCS, VAAFMM and VT DEC in the Fall, 2011, and to provide coordination of all partners and subcontractors for the new NRCS "Monitoring and Evaluation" Practice on Vermont farms, primarily funded through the NRCS America's Great Outdoors Initiative.

II. AUTHORITY

7 U.S.C. 6962a and Conservation Technical Assistance Program (CTA), 16 USC 590a-590f, 590q, 7 CFR Part 610 (CFDA 10.902).

III. OBJECTIVES

Per *Presidential Memorandum -- America's Great Outdoors*, issued by President Barack Obama on April 16, 2010, USDA and others were, in part, tasked to (ii) build upon State,

local, private, and tribal priorities for the conservation of land, water, wildlife, historic, and cultural resources, creating corridors and connectivity across these outdoor spaces, and for enhancing neighborhood parks; and determine how the Federal Government can best advance those priorities through public private partnerships and locally supported conservation strategies; and (iii), use science-based management practices to restore and protect our lands and waters for future generations.

In the Fall of 2011, NRCS and VAAFMM expect to sign a Memorandum of Understanding, along with many other partners in Vermont providing technical and/or financial assistance to Vermont farms to improve water quality. The purpose of this MOU is to strengthen cooperation among the Parties that result in coordinated interagency delivery of agriculture-related technical and/or financial conservation assistance to private landowners in the Lake Champlain watershed, to achieve measurable water quality and wildlife habitat improvements in the most efficient, cost-effective way possible, and provide the best possible service experience for farmers and other private landowners.

Subsequent to the agreement to develop the MOU amongst all parties, the Lake Champlain basin was declared by NRCS as a pilot area to implement the goals outlined in the America's Great Outdoors Initiative. To address Lake Champlain's urgent, high priority water quality concerns, NRCS will be implementing a new water quality monitoring practice called "Monitoring and Evaluation." Successful implementation of this practice will require close coordination between NRCS, VAAFMM, Vermont Agency of Natural Resources, and the landowners agreeing to install the practice. Many Partner agencies in Vermont have enthusiastically participated in planning/strategy development meetings, and have indicated willingness to contribute funds and/or staff time to accomplish the Water Quality Monitoring Projects in Vermont

This agreement provides funding for a "Partner Liaison Position" to provide overall coordination among the partner agencies for both the successful implementation of the new water quality monitoring practice on Vermont farms, as well as overall coordination of partners to achieve the goals outlined in the MOU.

IV. RESPONSIBILITIES OF THE PARTIES

A. NRCS will:

1. Provide funding in the amount not to exceed **\$96,000** towards the work described under the expected accomplishment and deliverables of this agreement.
2. Provide any necessary guidance and direction to the VAAFMM and VT DEC to ensure deliverables are accomplished in a timely manner.
3. Review project deliverables for proper format and acceptable documentation.
4. Upon review and approval of the accomplishments and deliverables along with proper documentation submit payment for the costs attributable to the completion of the work set forth in this agreement.
5. Provide the following as contacts:

Technical Contact

Name: Kip Potter
Address: 356 Mountain View Dr.
Colchester, VT 05446
Phone: (802) 951-6796 X 238
Fax: (802) 655-0638
Email: kip.potter@vt.usda.gov

Administrative Contact

Pat Pickett
356 Mountain View Dr.
Colchester, VT 05446
(802) 951-6796 X 224
(802) 655-0638
pat.pickett@vt.usda.gov

Programmatic Contacts

Vicky Drew
356 Mountain View Dr.
Colchester, VT 05446
(802) 951-6796 X 242
(802) 655-0638 (fax)
vicky.drew@vt.usda.gov

Jim Wood
356 Mountain View Dr.
Colchester, VT 05446
(802) 951-6796 X 235
(802) 655-0638
jim.wood@vt.usda.gov

B. VAAFM and VT DEC will:

1. Contribute \$33,000 towards the cost of this liaison position through a cash match of \$16,500 from VT DEC and an in-kind contribution of \$16,500 from VAAFM by providing space, computer, travel, training, supplies, and other normal operating expenses.
2. Accomplish the deliverables on time according to the milestones outlined in this agreement.
3. Contact the NRCS technical contact for any needed clarification or guidance throughout the project.
4. Submit all deliverables with sufficient time for review and necessary revision prior to the final approval.
5. Comply with the attached General Terms and Conditions.
6. Submit an accrual report to NRCS by the 11th day of the month before close of the Federal fiscal year quarter, i.e., March 11, June 11, September 11, and December 11 to NRCS administrative contact.
7. Submit a progress report with each request for advance or reimbursement (SF-270) documenting the activities accomplished during the billing period.
8. Provide the following as contacts:

Technical Contact

Name: Laura DiPietro
Address: 116 State Street
Montpelier, VT 05602
Phone: (802) 828-1289
Fax: (802) 828-1410
Email: laura.dipietro@state.vt.us

Administrative Contact

Mary Morrison
116 State Street
Montpelier, VT 05602
(802) 828-3567
(802) 828-1410
mary.morrison@state.vt.us

V. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

The following items are defined deliverables for this agreement and will be completed by VAAFM with assistance from VT DEC:

- 1) Provide technical assistance to oversee coordination of all activities, including interaction with partners and outside vendors secured to provide specific contractual services, to successfully implement the new NRCS water quality monitoring practice, "Monitoring and Evaluation," Practice Code 799 on Vermont farms.
- 2) Maintain a best management practice tracking database at VAAFM, develop indicators of phosphorus reduction progress, define goals and ultimate acceptable levels of implementation, and report annually on progress in implementing these practices in the Lake Champlain Basin.
- 3) Serve as liaison between 7 technical service provider organizations (NRCS, VACD, VAAFM, VT DEC, USF&WS, FSA, UVM Extension, and the Southern VT Nutrient Management Program) to coordinate the development of annual work plans, joint outreach materials, sharing of data where legal to do so, and cross training of staff, as specified in the Memorandum of Understanding to be signed by both NRCS and VAAFM.
- 4) Track and report outcomes of all partner contributions and activities to address water quality goals to each partner that is party to the MOU.
- 5) Lead and facilitate "certainty" discussions amongst agency leadership.
- 6) Provide coordination and technical support to local conservation districts to design and facilitate local work group meetings to identify priority resource concerns in each District, and work with NRCS to integrate outcomes into Statewide Resource Assessment.
- 7) Serve as a representative for NRCS and VAAFM to watershed associations and other groups who seek to develop a coordinated approach to watershed implementation at sub-basin level (eg., Lewis Creek Association, Farmers Watershed Alliance, etc.), and coordinate follow-up actions needed and/or information sharing with agency leadership, as needed, and local agency field staff.

VI. PERIOD OF PERFORMANCE

Project timeline will begin with the date of the last signature on the agreement and shall remain in effect for 18 months.

This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance. Upon cancellation VAAFM will reimburse NRCS the remaining amounts unpaid and unobligated.

No changes, modification, or amendments in the terms and conditions of the Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the USDA and Grantees.

VII. RESOURCES REQUIRED

VAAFM will hire a limited service position which will be provided office space at 116 State Street, Montpelier, VT. Resources such as office supplies, computer, travel, training and normal operating expenses will be covered by VAAFM. The total in-kind contribution by VAAFM for such resources will amount to \$16,500.

VT DEC will provide \$16,500 in cash for salary and benefits of the limited service employee.

NRCS will provide \$96,000 in cash for salary and benefits of the limited service employee.

VIII. MILESTONES

Task	Date for Completion
1. Fill limited service position	November 1, 2011
2. Hold partner meetings	November 2011 – February 2013
3. Provide partner reports	December 2011 & 2012
4. Provide indicator reports	July 2011 & 2012, January 2013
5. Coordinate AGO project	November 2011 – February 2013
6. Assist CD's in LWG Meetings	August 2012

IX. BUDGET

Budget Item	NRCS	VT DEC	VAAFM
Salaries and Benefits	\$96,000	\$16,500	
In-Kind Contributions			\$16,500

NATURAL RESOURCES CONSERVATION SERVICE

U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS CONTRIBUTION AGREEMENTS

I. APPLICABLE REGULATIONS

- a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.)

- (1) 7 CFR Section 3015.205, "General Provisions for Grants and Cooperative Agreements with Institutions of Higher Education, Other Nonprofit Organizations, and Hospitals"
- (2) 7 CFR Part 3016, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"
- (3) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
- (4) 7 CFR Part 3018, "New Restrictions on Lobbying"
- (5) 7 CFR Part 3019, "Uniform Administrative Requirements for Grant and Other Agreements with Institutions of Higher Education, Hospitals, and Nonprofit Organizations"
- (6) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
- (7) 7 CFR Part 3052, "Audits of States, Local Governments, and Nonprofit Organizations"
- (8) 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations"
- (9) Office of Management and Budget (OMB) Circular No. A-102, "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" (including Indian Tribal governments)
- (10) 2 CFR Part 25, "Universal Identifier and Central Contractor Registration"
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c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference (the full text of Code of Federal Regulations references may be found at

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The following costs are not allowed:

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- d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. Questions about the allowability of particular items of costs should be directed to the NRCS administrative contact identified in the award.

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IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

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 1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.
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 - ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former

project director's new organization certain portions of the project to be completed by the former project director.

iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:

- i. The forms and certifications included in the application package
- ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)
- iii. An updated qualifications statement for the project director showing his or her new organizational affiliation
- iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

- d. Budget Revisions.—Budget revisions will be in accordance with 7 CFR Section 3015.115.
- e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 days before the expiration date of the award. The request must contain the following:
 - The length of additional time required to complete the project and a justification for the extension
 - A summary of progress to date
 - An estimate of funds expected to remain unobligated on the scheduled expiration date
 - A projected timetable to complete the portions of the project for which the extension is being requested
 - Signature of the grantee and the project director
 - A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Only in exceptional cases will more than one extension be granted. Requests for no-cost extensions received after the expiration of the award will not be granted.

V. PAYMENTS

- a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS program contact at the address identified in block 7 of the Notice of Grant/Agreement Award.
- b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.
- c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and **31 CFR Part 205**.
- d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.
- e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. FINANCIAL REPORTING

- a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule (recipients may download the applicable form at <http://www.forms.gov>):

<u>Quarterly Schedule</u>	<u>Report Due Date</u>
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	July 30
July 1 to September 30	October 30

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VII. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subcontractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. Every 6 months the recipient must submit a written progress report. Each report must cover—

1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
2. The reasons why goals and objectives were not met, if appropriate.
3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.

c. The recipient must submit a final performance report within 90 days after completion of project.

VIII. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 7 CFR Section 3019.36. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14 (c) must be made in writing to:

Acquisitions Division
Grants and Agreements Team
1400 Independence Avenue, SW.
Room 5221 South Building
Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

- “This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here].”

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- “Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture.”

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—

1. Immediately notify the NRCS administrative contact of the situation.
 2. Specify the steps it plans to take to secure replacement cost sharing.
 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.
- c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.
- d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the
- e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XI. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those

set forth in 7 CFR Part 3015, Subpart N.

XV. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

DUPLICATE ORIGINAL

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number 69-1644-11-02	2. Amendment No. N/A	3. Award/Project Period 09/01/2011 - 02/28/2013	4. Type of Award Instrument Contribution Agreement
5. Agency (Name and Address) Natural Resources Conservation Service Vermont State Office 356 Mountain View Drive Colchester, VT 05446		6. Recipient Organization (Name and Address) Vermont Agency of Agriculture, Foods, and Markets 116 State Street, Montpelier, VT 05602 Vermont Agency of Natural Resources, Dept. of Environmental Conservation 103 South Main Street, One South Building Waterbury, VT 05671-0401 DUNS: 80-9376718 EIN: 03-6000264	
7. NRCS Program Contact: Vicky M. Drew Jim Wood	8. NRCS Administrative Contact: Pat Pickett	9. Recipient Program Contact: Laura DiPietro	10. Recipient Administrative Contact: Mary Morrison
11. CFDA Number 10.902 CTA	12. Authority 7 USC 6962a & Conservation Technical Assistance, 16 USC 590a-590f, 590g, 7 CFR Part 610	13. Type of Action New Agreement	14. Project Director

15. Project Title/Description:
AGO Partner Liaison Position

16. Entity Type:	<input type="checkbox"/> Profit <input type="checkbox"/> Other	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Higher Education	<input type="checkbox"/> Federal	<input checked="" type="checkbox"/> State/Local	<input type="checkbox"/> Indian/Native American
17. Funding:	<u>Federal</u>	<u>Non-Federal</u>	18. Accounting and Appropriation Data			
Previous Total	96000	33000	<u>Financial Code</u>	<u>Amount</u>	<u>Fiscal Year</u>	<u>Treasury Symbol</u>
Current Total			111201T50	\$96,000	2011	12121000
Grand Total	129000	129000				

APPROVED BUDGET

Personnel	\$ 112,500	Fringe Benefits	\$
Travel	\$	Equipment	\$
Supplies	\$	Contractual	\$
Construction	\$	Other	\$ 16,500
Total Direct Cost	\$ 112,500	Total Indirect Cost	\$ 16,500
Total Federal Funds Awarded	\$ 96,000	Total Non-Federal Funds	\$ 33,000
Total Approved Budget	\$ 129,000		

FUNDS AVAILABLE
Clear 9/15/11

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

ACCEPTED BY

Name and Title of Authorized Government Representative VICKY M. DREW STATE CONSERVATIONIST	Signature <i>Vicky M. Drew</i>	Date 9/20/11
Name and Title of Authorized Recipient Representative CHARLES R. ROSS, SECRETARY VAAFM; DAVID K. MEARS, COMMISSIONER	Signature <i>Charles Ross</i> DEC	Date 9-8-11 9-14-11

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NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. AGO Partner Liaison	10.902	\$	\$	\$ 96,000.00	\$	\$ 96,000.00
2. VAAFM					16,500.00	16,500.00
3. VTDEC					16,500.00	16,500.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 96,000.00	\$ 33,000.00	\$ 129,000.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)	
	(1) AGO Partner Liaison	(2) VAAFM	(3) VTDEC	VTDEC		
a. Personnel	\$ 68,000.00	\$	\$ 10,000.00	\$	\$ 78,000.00	
b. Fringe Benefits	28,000.00		3,200.00		31,200.00	
c. Travel			3,300.00		3,300.00	
d. Equipment					0.00	
e. Supplies					0.00	
f. Contractual					0.00	
g. Construction					0.00	
h. Other					0.00	
i. Total Direct Charges (sum of 6a-6h)	96,000.00	0.00	16,500.00	0.00	112,500.00	
j. Indirect Charges		16,500.00			16,500.00	
k. TOTALS (sum of 6i and 6j)	\$ 96,000.00	\$ 16,500.00	\$ 16,500.00	\$ 0.00	\$ 129,000.00	
7. Program Income	\$	\$	\$	\$	\$ 0.00	

Authorized for Local Reproduction

Standard Form 424A (Rev. 7-97)

Prescribed by OMB Circular A-102

INSTRUCTIONS FOR NOTICE OF GRANT/AGREEMENT AWARD

1. Award Identifying Number:
Agreement number
2. Amendment No.:
Amendment number (if applicable)
3. Award/Project Period:
Start and end date of project
4. Type of Award Instrument:
Cooperative, Grant, or Contribution
5. Agency:
Name, Address, City, State, ZIP Code
6. Recipient Organization:
Name, Address, City, State, ZIP Code, DUNS (Data Universal Numbering System), and EIN (employee identification number)
7. NRCS Program Contact:
Name and contact information of person to be contacted on matters involving the programmatic aspects of the agreement
8. NRCS Administrative Contact:
Name and contact information of person to be contacted on matters involving the administrative aspects of the agreement
9. Recipient Contact:
Name and contact information of person to be contacted on matters involving the technical aspects of the agreement
10. Recipient Administrative Contact:
Name and contact information of person to be contacted on matters involving the administrative aspects of the agreement
11. CFDA Number:
The Catalog of Federal Domestic Assistance number under which assistance is requested
12. Authority:
Authority under which the agreement is entered into
13. Type of Action:
Select one type of action:
 - i. New Agreement.—Agreement awarded for the first time
 - ii. Amendment/Revision.—Any change in financial obligation or deliverables
 - iii. Extension.—Extend performance period
14. Project Director:
Name and contact information of recipient's project director or principal investigator (if applicable)
15. Project Title/Description:
Brief description of the purpose of the agreement
16. Entity type:
Type of recipient
17. Funding:
Federal amount of the award and the non-Federal amount to be contributed to the project
18. Accounting/Appropriation Date:
Provide the following:
 - i. Financial Code.—Accounting classification code
 - ii. Amount.—Self explanatory
 - iii. Fiscal Year.—Self explanatory
 - iv. Treasury symbol.—Self explanatory
19. Approved Budget:
Totals for each budget category

NATURAL RESOURCES CONSERVATION SERVICE

U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS CONTRIBUTION AGREEMENTS

I. APPLICABLE REGULATIONS

- a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at

<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1.>)

- (1) 7 CFR Section 3015.205, "General Provisions for Grants and Cooperative Agreements with Institutions of Higher Education, Other Nonprofit Organizations, and Hospitals"
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- (6) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
- (7) 7 CFR Part 3052, "Audits of States, Local Governments, and Nonprofit Organizations"
- (8) 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations"
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 - ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former

project director's new organization certain portions of the project to be completed by the former project director.

- iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:

- i. The forms and certifications included in the application package
- ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)
- iii. An updated qualifications statement for the project director showing his or her new organizational affiliation
- iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

- d. Budget Revisions.—Budget revisions will be in accordance with 7 CFR Section 3015.115.
- e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 days before the expiration date of the award. The request must contain the following:
 - The length of additional time required to complete the project and a justification for the extension
 - A summary of progress to date
 - An estimate of funds expected to remain unobligated on the scheduled expiration date
 - A projected timetable to complete the portions of the project for which the extension is being requested
 - Signature of the grantee and the project director
 - A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Only in exceptional cases will more than one extension be granted. Requests for no-cost extensions received after the expiration of the award will not be granted.

V. PAYMENTS

- a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS program contact at the address identified in block 7 of the Notice of Grant/Agreement Award.
- b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.
- c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and **31 CFR Part 205**.
- d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.
- e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. FINANCIAL REPORTING

- a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule (recipients may download the applicable form at <http://www.forms.gov>):

<u>Quarterly Schedule</u>	<u>Report Due Date</u>
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	July 30
July 1 to September 30	October 30

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VII. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subcontractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. Every 6 months the recipient must submit a written progress report. Each report must cover—

1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
2. The reasons why goals and objectives were not met, if appropriate.
3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.

c. The recipient must submit a final performance report within 90 days after completion of project.

VIII. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 7 CFR Section 3019.36. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14 (c) must be made in writing to:

Acquisitions Division
Grants and Agreements Team
1400 Independence Avenue, SW.
Room 5221 South Building
Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

- “This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here].”

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- “Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture.”

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—

1. Immediately notify the NRCS administrative contact of the situation.
2. Specify the steps it plans to take to secure replacement cost sharing.
3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the

e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XI. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those

set forth in 7 CFR Part 3015, Subpart N.

XV. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.