

STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: James Reardon, Commissioner of Finance & Management
From: Nathan Lavery, Fiscal Analyst
Date: June 24, 2011
Subject: JFO #2505, #2506, #2507, #2508, #2509

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

JFO #2505 — \$30,000 grant from the Pacific Institute for Research and Evaluation to the Vermont Department of Liquor Control. These funds will be used to study alternative protocols for underage alcohol compliance checks.
[JFO received 5/16/11]

JFO #2506 — \$10,000 grant from the National Alcohol Beverage Control Association to the Vermont Department of Liquor Control. These funds will be used to design, produce, and purchase community outreach and educational materials.
[JFO received 5/16/11]

JFO #2507 — \$11,000 grant from the Franklin County Community Development Corporation to the Vermont Agency of Agriculture, Food and Markets. These funds will be used to implement the Farm to School Communications plan and provide professional development for Farm to School practitioners.
[JFO received 5/16/11]

JFO #2508 — \$15,000 donation from Ross and Gail Anderson to the Department of Fish and Wildlife. This donation represents the difference between the appraised value of the property (207.8 acres in Addison) being sold to the State of Vermont and the purchase price of the parcel. Because the state is not paying the full appraised value, the difference is considered a donation to the state of Vermont.
[JFO received 6/7/11]

JFO #2509 — \$56,800 donation from Batten Kill Watershed Alliance to the Department of Fish and Wildlife. This donation represents the estimated town assessed value of the property (two parcels totaling 3.2 acres in Arlington) being donated to the State of Vermont.
[JFO received 6/7/11]

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: Michael Hogan, Commissioner
Chuck Ross, Secretary
Patrick Berry, Commissioner



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee Members
From: Nathan Lavery, Fiscal Analyst
Date: May 31, 2011
Subject: Grant Requests

Enclosed please find three (3) grants that the Joint Fiscal Office has received from the administration.

JFO #2505 — \$30,000 grant from the Pacific Institute for Research and Evaluation to the Vermont Department of Liquor Control. These funds will be used to study alternative protocols for underage alcohol compliance checks.

[JFO received 5/16/11]

JFO #2506 — \$10,000 grant from the National Alcohol Beverage Control Association to the Vermont Department of Liquor Control. These funds will be used to design, produce, and purchase community outreach and educational materials.

[JFO received 5/16/11]

JFO #2507 — \$11,000 grant from the Franklin County Community Development Corporation to the Vermont Agency of Agriculture, Food and Markets. These funds will be used to implement the Farm to School communications plan and provide professional development for Farm to School practitioners.

[JFO received 5/16/11]

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 June 14 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 2507

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

Grant Summary:		This grant is for building capacity for Farm to School in Vermont. The funding will be used on implementing the communication plan for Farm to School, \$6,000. Grant also includes \$5,000 scholarship fund for professional development training for practitioners. This grant from Franklin County Community Development Corporation is a sub grant from USDA funds received by Franklin County, MA.			
Date:		5/3/2011			
Department:		Agriculture, Food and Markets			
Legal Title of Grant:		Collaboration for a Regional Food System			
Federal Catalog #:		NA			
Grant/Donor Name and Address:		Franklin County Community Development Corporation, 324 Wells Street, Greenfield, Massachusetts, 01301			
Grant Period:		From:	To:		
		2/1/2011	1/31/2012		
Grant/Donation		\$11,000			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$11,000	\$	\$	\$11,000	
Position Information:		# Positions	Explanation/Comments		
		0			
Additional Comments:		There will be personal service contracts related to this grant.			
Department of Finance & Management		[Signature]		(Initial)	
Secretary of Administration		[Signature]		(Initial)	
Sent To Joint Fiscal Office		[Signature]		Date	
		5/12/11			

RECEIVED
 MAY 16 2011
 JOINT FISCAL OFFICE

Memorandum

To: Toni Hartrich

From: Mary Morrison *M Morrison*

Date: 4/29/2011

Re: AA-1

Here is an AA-1 for a new award from the Franklin County Community Development Corporation, Greenfield, MA. If you need more information, please let me know.

Thanks.

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

BASIC GRANT INFORMATION				
1. Agency:	Agency of Agriculture, Food & Markets			
2. Department:				
3. Program:	Collaboration for a Regional Food System			
4. Legal Title of Grant:	Collaboration for a Regional Food System			
5. Federal Catalog #:				
6. Grant/Donor Name and Address:	Franklin County Community Development Corporation 324 Wells Street Greenfield, MA 01301			
7. Grant Period:	From:	2/1/2011	To:	1/31/2012
8. Purpose of Grant:	Building capacity for Farm to School in Vermont			
9. Impact on existing program if grant is not Accepted:	If the grant is not accepted, there will be no direct impact on the current program, but the Vermont Farm to School network will be unable to implement its communication plan. Farm to School practitioners in need of professional development will not have that training opportunity.			
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 2012	FY	FY	
Personal Services	\$6,000	\$	\$	
Operating Expenses	\$	\$	\$	
Grants	\$5,000	\$	\$	
Total	\$11,000	\$	\$	
Revenues:				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source Franklin County Community Development Corp., Greenfield, MA)	\$11,000	\$	\$	
Total	\$11,000	\$	\$	
Appropriation No:	2200030000	Amount:	\$11,000	
	21889		\$	
			\$	

REC'D MAY 03 2011

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

		\$
		\$
		\$
		\$
		\$
	Total	\$

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: Charles R. Ross, Jr. Agreed by: CR (initial) For Secretary Ross

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

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

13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature: <u>Deane Bottfield Deputy Secretary</u>	Date: <u>5/28/11</u>
	Title: Deputy Secretary of Agriculture <u>For Secretary Ross</u>	
	Signature:	Date:
	Title:	

14. SECRETARY OF ADMINISTRATION

<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature) <u>[Signature]</u>	Date: <u>05/10/11</u>
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15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/> Accepted		
<input type="checkbox"/> Rejected	(Governor's signature) <u>[Signature]</u>	Date: <u>5/11/11</u>

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).

Vermont's FINE Work Plan

➤ \$6000 to VT FEED to support the Vermont Farm to School Network

Scope of work

Coordination Time and website management \$1440 (8hrs/month x \$15/hr x 12months)

Fall Meeting & Awareness Day \$1000 (invitations, meetings space, food, video production for awareness day)

Website Communication \$2500

Printed materials for outreach and advocacy \$1060

Outcomes

Increase Statewide shared learning and networking opportunities

Increase online communication and visibility

2012 Legislative support for Farm to School grant program (will not be able to document before end date of grant)

Increase awareness with general public

➤ \$5000 for scholarship fund administered at the agency of ag

The Agency of agriculture will develop a competitive scholarship fund for professional development, network building and statewide capacity building. Applicants can apply to attend a conference or workshop, hold a sub-regional network meeting or team capacity building opportunities such as visiting an existing farm to school program, visiting other states to learn from their program, visit a processing facility or farm to build replicable models. Grants can be up to \$1000 and applicants that impact a team or larger community will be given preference.

State Organizing USDA COOP AGREEMENT WORKPLAN	
Winter 2010-11	<ul style="list-style-type: none"> • Develop workplan for state level organizing • Set up subcontract for work to be completed • Participate in necessary phone meetings of grant partners • Respond to research requests • Document measurable outcomes
Spring 2011	<ul style="list-style-type: none"> • Attend and participate in face-to-face regional planning meeting for executing projects • Participate in necessary phone meetings • Respond to research requests • Document measurable outcomes
Summer 2011	<ul style="list-style-type: none"> • Participate in necessary phone meetings • Respond to research requests • Document measurable • Complete mid-year report
Fall 2011	<ul style="list-style-type: none"> • Participate in necessary phone meetings • Respond to research requests
Winter 2011-12	<ul style="list-style-type: none"> • Participate in necessary phone meetings • Respond to research requests • Complete end of year report

1- All state leads agree to participate in regional conversations, regional planning, and support the regional coordination of this project. This commitment will entail monthly phone calls, biannual (2x/yr) face-to-face meetings, responding to email requests, and working with regional coordinators to meet the requirements of the cooperative agreement.

2- All state leads agree to respond to specific state-based research needs of the project that may be requested by subcontractors, RLA's or regional coordinator. Examples of these requests may include but are not limited to: number of institutions in state; number of meals served in institutions in state; current farms selling to institutions; current institutions purchasing local food; and current distributors, processors, and food service management companies in-state and which currently offer local foods.

3 – All state leads agree to create and document measurable outcomes (at least 2) for their state activities based on how they expend the \$11,000 within this contract. These measurable outcomes will be submitted along with this signed subcontract. Each state lead agrees to complete a short mid-year report and end of year report for how the funds were used, lessons learned, results of activities, and success of their specific measurable outcomes. Each state lead also agrees to track the use of the funds and produce receipts/invoices for the money spent.

4- All state leads agree that they will do at least 1 of the following activities and create said measurable outcomes to document the success of these activities.

- Provide technical assistance and/or training to farmers, food service, distributors, processors, or other identified Farm to Institution program recipients in their state
- Increase state-level Farm to Institution networking coordination
- Conduct in-state needed research to advance Farm to Institution projects
- Host in-state Farm to Institution workshops and/or conferences
- Provide stipends and scholarships for state leaders for in-state/out-of-state Farm to Institution conferences
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State of Vermont
 Department of Finance & Management
 109 State Street, Pavilion Building
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[phone] 802-828-2376
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Agency of Administration

JFO 2507

STATE OF VERMONT FINANCE & MANAGEMENT GRANT REVIEW FORM

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Grant Amount:		\$11,000		\$	
		SFY 3		Total	
		\$		\$11,000	
		Comments			
Position Information:		# Positions		Explanation/Comments	
		0			
Additional Comments:		There will be personal service contracts related to this grant.			
Department of Finance & Management		[Signature]		(Initial)	
Secretary of Administration		[Signature]		(Initial)	
Sent To Joint Fiscal Office		[Signature]		Date	
		5/12/11			

RECEIVED
 MAY 16 2011
 JOINT FISCAL OFFICE



Memorandum

To: Toni Hartrich

From: Mary Morrison

Mary

Date: 4/29/2011

Re: AA-1

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Thanks.

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

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2. Department:				
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	21889		\$	
			\$	

REMOVED 2009

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

			\$
			\$
			\$
			\$
		Total	\$

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	Title: Deputy Secretary of Agriculture <u>For Secretary Ross</u>	
	Signature: _____	Date: _____
	Title: _____	

14. SECRETARY OF ADMINISTRATION

<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature) <u>[Signature]</u>	Date: <u>05/10/11</u>
---	--	-----------------------

15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/> Check One Box: Accepted	(Governor's signature) <u>[Signature]</u>	Date: <u>5/11/11</u>
<input type="checkbox"/> Rejected		

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

<input type="checkbox"/> Request Memo	<input type="checkbox"/> Notice of Donation (if any)
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STATE OF VERMONT REQUEST FOR GRANT ^(*) ACCEPTANCE (Form AA-1)

Vermont's FINE Work Plan

➤ **\$6000 to VT FEED to support the Vermont Farm to School Network**

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State Organizing USDA COOP AGREEMENT WORKPLAN	
Winter 2010-11	<ul style="list-style-type: none"> • <i>Develop workplan for state level organizing</i> • <i>Set up subcontract for work to be completed</i> • <i>Participate in necessary phone meetings of grant partners</i> • <i>Respond to research requests</i> • <i>Document measurable outcomes</i>
Spring 2011	<ul style="list-style-type: none"> • <i>Attend and participate in face-to-face regional planning meeting for executing projects</i> • <i>Participate in necessary phone meetings</i> • <i>Respond to research requests</i> • <i>Document measurable outcomes</i>
Summer 2011	<ul style="list-style-type: none"> • <i>Participate in necessary phone meetings</i> • <i>Respond to research requests</i> • <i>Document measurable</i> • <i>Complete mid-year report</i>
Fall 2011	<ul style="list-style-type: none"> • <i>Participate in necessary phone meetings</i> • <i>Respond to research requests</i>
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1- All state leads agree to participate in regional conversations, regional planning, and support the regional coordination of this project. This commitment will entail monthly phone calls, biannual (2x/yr) face-to-face meetings, responding to email requests, and working with regional coordinators to meet the requirements of the cooperative agreement.

2- All state leads agree to respond to specific state-based research needs of the project that may be requested by subcontractors, RLA's or regional coordinator. Examples of these requests may include but are not limited to: number of institutions in state; number of meals served in institutions in state; current farms selling to institutions; current institutions purchasing local food; and current distributors, processors, and food service management companies in-state and which currently offer local foods.

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State Organizing	
USDA COOP AGREEMENT WORKPLAN	
Winter 2010-11	<ul style="list-style-type: none"> • <i>Develop workplan for state level organizing</i> • <i>Set up subcontract for work to be completed</i> • <i>Participate in necessary phone meetings of grant partners</i> • <i>Respond to research requests</i> • <i>Document measurable outcomes</i>
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1- All state leads agree to participate in regional conversations, regional planning, and support the regional coordination of this project. This commitment will entail monthly phone calls, biannual (2x/yr) face-to-face meetings, responding to email requests, and working with regional coordinators to meet the requirements of the cooperative agreement.

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4- All state leads agree that they will do at least 1 of the following activities and create said measurable outcomes to document the success of these activities.

**Agreement for Services
by and between
the Franklin County Community Development Corporation
and the Vermont Agency of Agriculture, Food & Markets
for work in support of the
U.S. Department of Agriculture (USDA) Rural Development
Cooperative Agreement regarding the
Collaboration for a Regional Food System Project**

THIS AGREEMENT, made as of the 1st day of February, 2011 by and among the Franklin County Community Development Corporation, 324 Wells Street, Greenfield, MA 01301 (hereinafter the **FCCDC**), and ___ Vermont Agency of Agriculture, Food & Markets, 116 State Street, Montpelier, VT 05620 ___ (hereinafter the **Subawardee**).

WITNESSETH THAT:

WHEREAS, the **FCCDC** is the lead organization on for a USDA Rural Development RBS Cooperative Agreement project working in the six New England states, and

WHEREAS, professional services relating to the project are sought by the **FCCDC**,

NOW, THEREFORE THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. ENGAGEMENT OF SUBAWARDEE:

FCCDC hereby engages ___ Vermont Agency of Agriculture, Food & Markets and _____ Vermont Agency of Agriculture, Food & Markets _____ hereby accepts the engagement to perform services in connection with the preparation and completion of the task(s) _____ Task 1 _____ specified in the Work Plan (see Attachment A), and Performance Measures as approved.

In the event that there is a disagreement between **FCCDC** and the ___ Vermont Agency of Agriculture, Food & Markets ___, the terms of this Agreement for Services shall control.

2. RESPONSIBILITY OF FCCDC: **FCCDC** shall assume responsibility for assisting the **Subawardee** insofar as possible for the purposes of efficiency by furnishing the **Subawardee** with information needed to satisfactorily complete the services. Information, reports, and research already collected by the **FCCDC** will be made available to the **Subawardee**.

2.1 FCCDC shall designate John Waite, Executive Director as its project representative; telephone, 413-774-7204 x 102, email johnw@fccdc.org. **FCCDC** shall designate Vinny Natale, Finance Director as its project financial representative: telephone 413-774-7204, ext. 106, email vinnyn@fccdc.org.

3. RESPONSIBILITY OF SUBAWARDEE: Vermont Agency of Agriculture, Food & Markets

shall assume responsibility for working with the FCCDC insofar as possible for the purposes of efficiency by furnishing the FCCDC with information needed to satisfactorily complete the services. Information, reports, and research collected by the **Subawardee** will be made available to the **FCCDC**.

3.1 Vermont Agency of Agriculture, Food & Markets shall designate Koi Boynton as its project representative; telephone, 802-828-2084, email koi.boynton@state.vt.us.

4. REPORTING: The **Subawardee** shall submit to the **FCCDC** written reports on the status of the professional services provided as described in the **Work Plan**.

5. SUBCONTRACTS: No subcontracts may be awarded by the **Subawardee** the purpose of which is to fulfill in whole or in part the services required of the **Subawardee**, without prior written approval of the **FCCDC**.

6. TIME OF PERFORMANCE: The services of the **Subawardee** are to commence on **February 1, 2011**, and shall be undertaken and completed in sequence as to assure their expeditious completion.

6.1 All services required hereunder shall be completed by **January 31, 2012**.

7. COMPENSATION: The **FCCDC** will pay the **Subawardee** for all the services to be performed under this Agreement, inclusive of required meetings. **Subawardee** shall be compensated on a cost reimbursement basis for direct costs and total hours worked, in accordance with quarterly invoices submitted to **FCCDC**. Quarterly invoices shall document dates of service, hours, hourly rates and amounts by staff person, and a brief description of the work and products completed, organized by task(s) in accordance with the **Work Plan**. Backup invoices must be available for all direct costs. All costs must be allowable, allocable and reasonable under cost principles of OMB-Circular A-87 or A-122. The IRS requires that we report on Form 1099-Misc., payments to a non-incorporated vendor of at least \$600 for services including parts and materials.

Invoices, quarterly reports, completed deliverables shall be submitted to the **FCCDC** within ten days of the end of each quarter in accordance with the following schedule: April 10, 2011; July 10, 2011; October 10, 2011; January 10, 2012; and a final invoice within 30 of the completion of the project.

Payment will be made to the **Subawardee**, after the submission of invoices and reports in accordance with this section, within 2 weeks of the **FCCDC** being reimbursed by the **USDA**.

The funding for the services under this Agreement is provided by a grant from the USDA and the agreement is wholly dependent on the availability of funds from this source.

7.1 MAXIMUM PAYMENT AMOUNT

For all the services to be performed under this Agreement, inclusive of required meetings, **Subawardee** shall be compensated upon the satisfactory completion of work in accordance with the approved Work Plan and Performance Measurements approved by USDA. The amounts paid to _____ Vermont Agency of Agriculture, Food & Markets _____ shall in no event exceed \$ 11,000, unless the contract amount is amended to allow additional work beyond the original Work Plan and such amount is mutually agreed upon in writing by the FCCDC and **Subawardee** and approved by USDA.

8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The **Subawardee** shall maintain those books, records, and other documents, including but not limited to payroll records, accounting records, and purchase orders, that are sufficient to document that activities carried out were in accordance with this **Agreement** and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The **Subawardee** shall maintain such records for a period of seven (7) years from the date of expiration of this **Agreement**, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

8.2 ACCESS TO RECORDS: The **Subawardee** shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this **Agreement**, available at all reasonable times for inspection, review, and audit by the **FCCDC** or their authorized representatives.

8.3 TERMINATION: The **FCCDC** may terminate this **Agreement** upon fifteen (15) days written notice to the **Subawardee**. In case of termination, all finished and unfinished documents shall become the property of the **FCCDC**. Reasonable efforts to resolve differences will be made.

8.3.1 In the event of termination, the **Subawardee** will receive contractor payments for services provided to the date of termination, in accordance with the provisions of **Section 7**.

8.4 AMENDMENTS: This **Agreement** may be amended provided such amendment is in writing by the signatories hereto prior to its effective date.

8.5 NON-DISCRIMINATION: The **Subawardee** shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant

thereto by HUD; Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended; Section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 74, as amended and revised by Executive Orders 116, 113, and 227; and Mass. CDBG regulations, procedures or guidelines.

8.5.1 The **Subawardee** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The **Subawardee** shall take affirmative action to insure that applicants for employment are employed, and employees are treated during employment, without regard to their race, color religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The **Subawardee** shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The **Subawardee** shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

8.6 PROCUREMENT STANDARDS: The **Subawardee** shall adhere to relevant regulations, procedures and guidelines with respect to standards governing procurement, and any applicable provisions of State laws and regulations relative thereto, including but not limited to: M.G.L. Chapter 7, Section 30B et seq.; Chapter 30, Section 39M; Chapter 149, Sections 44A through 44J; and Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The **Subawardee** shall maintain records sufficient to detail the process for procurement.

8.7 EMPLOYMENT OPPORTUNITIES: The **Subawardee** shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 171u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

8.8 FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the **Subawardee** shall adhere to the provisions of State Executive Orders 215 and 227.

8.9 LABOR STANDARDS: Where applicable, the **Subawardee** shall adhere to the provisions

of section 110 of the Act, and M.G.L. Chapter 149 Sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the **Subawardee** shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et.seq.) and the Copeland Anti-Kickback Act.

8.10 CONFLICT OF INTEREST: The **Subawardee** shall adhere to the mandates of the Massachusetts Conflict of Interest Statute M.G.L., 268A, and the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C., ss 1501 et seq.

8.11 ACKNOWLEDGEMENT OF SOURCE OF FUNDS: The **Subawardee** shall acknowledge, in all written material produced by the **Subawardee** related to the **Program** under this **Agreement**, the **USDA** as the source of funds for the **Program**.

9. AVAILABILITY OF FUNDS: The compensation provided by this **Agreement** is subject to the continued availability of federal funds for the **Program**, and to the continued eligibility of the **FCCDC** to receive such funds.

10. INDEMNIFICATION: The **Subawardee** shall indemnify, defend and hold the **FCCDC** harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the **Subawardee's** breach of this **Agreement** or the negligence or misconduct of the **Subawardee**, or the **Subawardee's** agents or employees.

11. LICENSES: The **Subawardee** shall procure and keep current any licenses, certifications, or permits required for any activity to be undertaken as part of the **Scope of Services**, as required by federal, state, or local laws or regulations, and shall comply with the provisions of 24 CFR Part 85.36 with respect to any bonding or other insurance requirements.

12. CONFIDENTIALITY: The **Subawardee** shall protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, including M.G.L., C.66, section 10, regarding access to public records.

13. COPYRIGHT: No material prepared in whole or in part under this **Agreement** shall be subject to copyright in the United States of America or in any other country except with the prior written approval of the **FCCDC**.

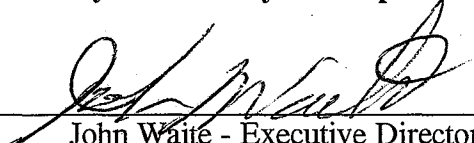
14. CLOSEOUT: The **Subawardee** shall follow such policies and procedures with respect to closeout of any associated grant as may be required by **FCCDC**.

15. TAX COMPLIANCE: A completed copy of the Certificate of Tax Compliance shall be made a part of this contract as **Attachment B**.

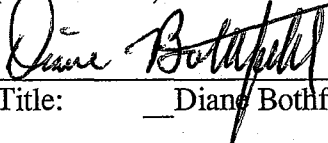
16. SEVERABILITY: If any provision of this **Agreement** is held invalid, the remainder of the **Agreement** shall not be affected thereby, and all other parts of this **Agreement** shall nevertheless be in full force and effect.

IN WITNESS THEREOF, the FCCDC and the **Subawardee** have executed this **Agreement** in duplicate as of the date above written.

For the **Franklin County Community Development Corporation**:

By: 
Name and Title: John Waite - Executive Director

For: Vermont Agency of Agriculture, Food & Markets
(Subawardee)

By: 
Name and Title: Diane Bothfeld - VT Deputy Secretary of Agriculture

Attachment A.

**Cooperative Agreement No. RBS-11-01
Between
Franklin County Community Development Corporation
and the
United States Department of Agriculture, Rural Development
for the
Collaboration for Regional Food System Project.
Including the Work Plan contain therein.**

Attachment B.

TAX COMPLIANCE/NON-COLLUSION FORM

For:

The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, entity, or group of individuals.

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that to my best knowledge and belief, I am in compliance with all laws relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

03-6000264 _____

Social Security or

Federal ID Number



Signature



Name of Individual

Vermont Agency of Agriculture

Name of Business/Organization

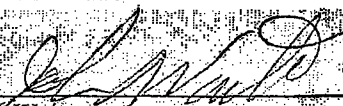
COOPERATIVE AGREEMENT NO. RBS-11-01

Between
FRANKLIN COUNTY COMMUNITY DEVELOPMENT CORPORATION
And the
UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
(Agency)

1. PURPOSE: To build a stronger regional food system connecting New England farms to New England institutions through cross-state collaboration and infrastructure development.
2. NAME OF PROJECT: Collaboration for a Regional Food System
3. OBJECTIVES AND STATEMENT OF WORK: See Attachment 1 – “Work Plan and Budget;” Attachment 2 – “Additional Statement of Agreement;” and Attachment 3—“Federal Funding Accountability and Transparency Act Implementation” which are incorporated into this agreement.
4. LEGAL AUTHORITY: 7 U.S.C. 2204b(b)(4)
5. EFFECTIVE DATES: All conditions and provisions of this Agreement shall become effective upon written notice of award by the Agency and shall continue in force until completion of the project but not later than February 1, 2012.
6. APPROVALS: The signatories hereby certify that they have authority to enter into said Agreement.

FRANKLIN COUNTY COMMUNITY DEVELOPMENT CORPORATION

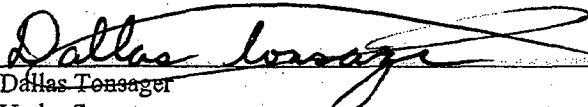
2/1/11
Date



John Waite
Executive Director, Franklin County CDC

UNITED STATES DEPARTMENT OF AGRICULTURE

2/4/11
Date



Dallas Tensager
Under Secretary

ATTACHMENT 2 – “ADDITIONAL STATEMENT OF AGREEMENT”

- I. INTRODUCTION: The Agency’s and Franklin County Community Development Corporation (FCCDC) employees conducting activities under terms of the Agreement shall be as follows:
- A. For FCCDC – Designated FCCDC employees and entities under contract with the FCCDC. Employees will be under the exclusive direction of FCCDC or its designee.
 - B. For the Agency – Personnel of the Rural Development, USDA, as required. Andrew Jermolowicz shall be Project Coordinator for the Agency. FCCDC will be notified in writing if there is a change in the project coordinator.
- II. RESPONSIBILITIES:
- A. FCCDC will:
 1. Use project funds only for the purposes and activities specified in detail in Attachment 1. Any uses not provided for in Attachment 1 must be approved in writing by the Agency in advance of expenditure by FCCDC.
 2. Develop a minimum of three performance measures, acceptable to the Agency, that can be used to evaluate the project. Performance measures must include quarterly and annual targets for the entire funding period. Performance measures must evaluate the short-term and long-term benefits of this project. Proposed performance measures must be submitted within 30 calendar days after both parties sign the Agreement.
 3. Maintain a financial management system in accordance with 7 CFR § 3019.21.
 4. Obtain an annual audit in accordance with 7 CFR part 3052.
 5. Adhere to the property standards outlined in 7 CFR §§ 3019.30 through 3019.37.
 6. Adhere to the procurement standards outlined in 7 CFR §§ 3019.40 through 3019.48.
 7. Adhere to the Dun and Bradstreet Universal Numbering System (DUNS) Requirements and the Central Contractor Registry (CCR) Requirements found at 2 C.F.R. Part 25.
 8. Adhere to the Requirements for “Federal Funding Accountability and Transparency Act Implementation” found at 2 C.F.R. Part 170 and specifically including “Attachment 3 – Federal Funding Accountability and Transparency Act Implementation” of this Agreement.

ATTACHMENT 1 – “WORK PLAN AND BUDGET”

Task 1 – Regional Partnerships and State-Level Cooperation

Description	Responsible Parties	Time Period	RD Involvement	Deliverables	Budget
Organize a Collaboration for a Regional Food System (CRFS) steering committee. Establish an evaluation and documentation plan that addresses model development and final outcomes. Develop project work reporting and distribution plan.	FCCDC will subcontract this work to Shelburne Farms who will coordinate the work with the six state representatives	2/1/2011 - 2/1/2012	Agency staff will assist with study reviews, provide input on past and current RD investments, participate in an advisory role on project steering committee	<ul style="list-style-type: none"> - CRFS Steering Committee - Organization of a regional learning community - Project work plan - Evaluation plan - Documentation plan - Final evaluation report - Ongoing “Best Practices” documentation toolkit 	\$120,000 Plus match of \$64,000

Task 2 – Infrastructure Development

Description	Responsible Parties	Time Period	RD Involvement	Deliverables	Budget
Develop regional capacity and infrastructure to procure, produce, process, store, and distribute local foods to regional	FCCDC will coordinate with the Western MA Food Processing Center, Coastal Enterprises Incorporated-	2/1/2011 – 2/1/2012	Agency staff will assist with data collection and analysis as needed, outreach to farmers, and be represented on processing and	- Development and implementation of economically sustainable business models that address the acquisition, safe processing, and distribution of local farm products	\$98,000 Plus match of \$169,000

institutions.	Midcoast Maine's Real Food Institute and Kids First Rhode Island.		distribution committees as needed.	Development of business models to address demand for local products that addresses local product acquisition and distribution. - Develop reality-based templates that focus on product integrity, traceability and system replicability. - Document best practices	
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Task 3 – Grant and Fiscal Management

Description	Responsible Parties	Time Period	RD Involvement	Deliverables	Budget
Grant and Fiscal Management – The coordination of the project activities will be the responsibility of the regional project coordinator while all grant and fiscal oversight will be performed by the Franklin County CDC.	Franklin County CDC and regional project coordinator subcontract.	2/1/2011-4/1/2012	Agency staff will work with FCCDC to ensure timely and accurate progress reports, reimbursements, final reporting, and site visits.	Maintenance of a financial management system, coordination and oversight of all project activities, preparation and submittal of all project progress and financial reports and assure compliance with all terms and conditions of the agreement.	\$32,000

9. Submit financial and project performance reports satisfactory to the Agency as outlined below.

a. Form SF-269 or SF-269A. A "Financial Status Report," listing expenditures according to agreed upon budget categories, on a quarterly basis. Reporting periods end each March 31, June 30, and October 31, and December 31. Reports are due 15 days after the reporting period ends. A final "Financial Status Report" is due within 90 calendar days of the completion of the project. Reports will be on a cash basis.

b. Quarterly performance reports. Reports are due as provided in paragraph (a) of this section. These reports shall include the following:

i. A comparison of actual accomplishments to the objectives for that period. Objectives should be reported by specific task breakdown as described in the approved work plan and budget.

ii. Reasons why established objectives were not met, if applicable.

iii. Reasons for any problems, delays, or adverse conditions which will affect attainment of overall program objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular objectives during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation.

iv. Objectives and timetables established for the next reporting period.

v. A summary at the end of the report discussing the progress achieved to-date for the Performance Measure targets.

c. Final project performance report. The report is due within 90 calendar days of the completion of the project. The report shall include the following:

i. A comparison of actual accomplishments to the objectives for that period. Objectives should be reported by specific task breakdown as described in the approved work plan and budget.

ii. Reasons why established objectives were not met, if applicable.

iii. Reasons for any problems, delays, or adverse conditions which will affect attainment of overall program objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular objectives during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation.

iv. Responses to the following:

(A) What have been the most challenging or unexpected aspects of this program?

(B) What advice you would give to other organizations planning a similar program. These should include strengths and limitations of the program. If you had the opportunity, what would you have done differently?

(C) If an innovative approach was used successfully, FCCDC should describe its program in detail so that other organizations might consider replication in their areas.

v. A summary at the end of the report discussing the progress achieved for the Performance Measure targets and a comparison of the targets versus actual performance.

vi. Supporting documentation for completed tasks.

10. Allow the Agency to conduct site visits as needed for monitoring FCCDC's progress and auditing FCCDC's financial records related to the performance under the Agreement. Failure to allow the Agency to conduct site visits shall be grounds for terminating the cooperative agreement.
11. Retain and provide access to records as required by 7 CFR § 3019.53.
12. Request an extension at its discretion if the project will not be completed by February 1, 2012. The extension must be requested at least 30 days prior to the end of the funding period or it will not be considered. The request must be in writing and addressed to the Project Coordinator. It must include the following information: (1) the time period of the extension requested; (2) a revised budget and work plan demonstrating that funds will be completely expended by the end of the extension; (3) the reason(s) why the extension is being requested; and (4) what steps will be taken by FCCDC to ensure that the project is completed by the end of the extension. Submission of a request for an extension does not guarantee that the Agency will approve the extension.
13. Refund to the Agency, at the end of the Agreement, any balance of unobligated funds received from the Agency.
14. Provide office space, office equipment, and supplies for all FCCDC's personnel assigned to the project.
15. Assure and certify that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders and other applicable requirements.
16. Use Federal funds to pay meeting-related travel expenses only if the employees are performing a service of direct benefit to the Government directly in furtherance of the objectives of the Agreement.

17. Submit the following forms within 30 days of the acceptance of this Agreement by both parties.

- i. SF-424, "Application for Federal Assistance."
- ii. SF-424A, "Budget Information – Non-Construction Program."
- iii. SF-424B, "Assurance – Non-Construction Program."
- iv. SF-LLL, "Disclosure of Lobbying Activities."
- v. Form AD-1049, "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative 1 – For Grantees Other Than Individuals."
- vi. Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matter-Primary Covered Transactions."

B. The Agency will:

1. Assist in defraying the project cost by reimbursing or advancing FCCDC an amount not to exceed \$250,000. Reimbursement will cover costs incurred for services of personnel actually engaged in the project, including FCCDC's share of employee benefits, travel and per diem expenses, the costs of expendable supplies; and other agreed to miscellaneous project expenses. Advancement of funds will be made only in accordance with the regulations found in 7 CFR Part 3019.
2. Monitor the project as it is being implemented and operated.
3. Enforce the terms and conditions of this Agreement using the provisions of 7 CFR § 3019.62.
4. Evaluate, recommend revisions where necessary, and approve the performance measures proposed by FCCDC within 30 calendar days of receiving them.
5. Identify USDA program points of contact to address project questions.
6. Review and approve changes to key personnel assigned to the project.
7. Provide assistance to the project as outlined in Attachment 1.

C. It is mutually understood and agreed that:

1. Payment shall be made in accordance with 7 CFR § 3019.22. If FCCDC cannot maintain a financial management system in accordance with 7 CFR 3019.21 or if FCCDC fails to satisfactorily meet any other conditions set forth in this Agreement, FCCDC may be paid on a reimbursement basis, at the discretion of the Agency.
 - i. If payment is to be made by advance, FCCDC shall request advance payment, but not more frequently than once every 30 days, of funds by using Standard Form 270, "Request for Advance or Reimbursement." Receipts,

hourly wage rate, personnel payroll records, or other documentation must be provided upon request from the Agency.

ii. If FCCDC receives advance payments, FCCDC shall submit a "Report of Federal Cash Transactions," listing expenditures according to agreed upon budget categories, on a quarterly basis. Reporting periods end each March 31, June 30, September 30, and December 31. Reports are due 15 calendar days after the reporting period ends.

ii. If payment is to be made by reimbursement, FCCDC shall request reimbursement of funds, but not more frequently than once every 30 days, by using Standard Form 270, "Request for Advance or Reimbursement." Receipts, hourly wage rate, personnel payroll records, or other documentation, as determined by the Agency, must be provided with the request to justify the amount.

iii. Disbursement requests must be sent to:

Andrew Jermolowicz
Rural Development – Cooperative Programs
STOP 3250
1400 Independence Ave., SW
Washington, DC 20250-3250

2. The Department of Agriculture's "Uniform Federal Assistance Regulations," 7 C.F.R. part 3015; "Uniform Administrative Requirement for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," 7 C.F.R. part 3019; "Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. parts 180 and 417; "New Restrictions on Lobbying," 7 C.F.R. part 3018, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" 7 C.F.R. part 3021; and "Audits of States, Local Governments, and Non-Profit Organizations," 7 C.F.R. part 3052, are incorporated herein by reference as part of this Agreement;
3. The following certifications and forms are required. If necessary, an SF-424 and SF-424A may be revised and resubmitted to the Agency upon execution of this Agreement.
 - i. SF-424, "Application for Federal Assistance."
 - ii. SF-424A, "Budget Information – Non-Construction Program."
 - iii. SF-424B, "Assurance – Non-Construction Program."
 - iv. SF-LLL, "Disclosure of Lobbying Activities."
 - v. Form AD-1049, "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative 1 – For Grantees Other Than Individuals."
 - vi. Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matter-Primary Covered Transactions."

4. The Agreement may be terminated in accordance with 7 CFR § 3019.61.

5. If the Agency determines that meaningful progress is not being made in completing any of the tasks in Attachment 1, the Agency, among any other remedies, may suspend this agreement and require FCCDC to provide a more detailed work plan that will, in the Agency's opinion, ensure the successful completion of the tasks.

Attachment 3- Federal Funding Accountability and Transparency Act Implementation

Appendix A to 2 C.F.R. Part 170—Award term

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards;

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.