



**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 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 #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](mailto: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.



VERMONT

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

Agency of Administration

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

JFO 25417

STATE OF VERMONT  
FINANCE & MANAGEMENT GRANT REVIEW FORM

<b>Grant Summary:</b>	This U.S. Natural Resources Conservation Service (NRCS )cooperative agreement with the Vermont Agency of Agriculture, Food and Markets (VAAFMM) provides technical resources for Vermont farmers to help them meet requirements under the Clean Water Act.				
<b>Date:</b>	11/2/2011				
<b>Department:</b>	Agriculture, Food and Markets				
<b>Legal Title of Grant:</b>	Strategic Watershed Action Team				
<b>Federal Catalog #:</b>	10.912				
<b>Grant/Donor Name and Address:</b>	USDA Natural Resources Conservation Service, 356 Mountain View Drive, Suite 105, Colchester, VT 05446				
<b>Grant Period:</b>	<b>From:</b>	7/18/2011	<b>To:</b>	6/30/2014	
<b>Grant/Donation</b>	\$453,279				
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Total</b>	<b>Comments</b>
<b>Grant Amount:</b>	\$151,093	\$151,093	\$151,093	\$453,279	

	# Positions	Explanation/Comments
<b>Position Information:</b>	1	There is one new state limited service position that is attached to this grant and the limited service position request form for it is attached. There is a second existing position that is being switched onto this grant. Only the new position is shown at right.

**Additional Comments:** There is a 25% cash state match included in this agreement. Normally such agreements with the NRCS would require a 50% match but the NRCS agreed to lower the required state match to 25%.

<b>Department of Finance &amp; Management</b>	<i>[Signature]</i>	(Initial)
<b>Secretary of Administration</b>	<i>[Signature]</i>	(Initial)
<b>Sent To Joint Fiscal Office</b>	11/17/11	<b>Date</b>



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:	Strategic Watershed Action Team			
5. Federal Catalog #:	10.912			
6. Grant/Donor Name and Address:	USDA Natural Resource Conservation Service 356 Mountain View Drive, Suite 105 Colchester, VT 05446			
7. Grant Period:	From:	7/18/2011	To:	6/30/2014
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 technical resources for Vermont farmers to help 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
<b>Expenditures:</b>	FY 2012	FY 2013	FY 2014	
Personal Services	\$179,561	\$179,561	\$179,561	
Operating Expenses	\$22,087	\$22,087	\$22,087	
Grants	\$	\$	\$	
<b>Total</b>	\$201,648	\$201,648	\$201,648	
<b>Revenues:</b>				
State Funds:	\$50,555	\$50,555	\$50,555	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$151,093	\$151,093	\$151,093	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source )	\$	\$	\$	
<b>Total</b>	\$201,648	\$201,648	\$201,648	
Appropriation No:	2200040000	Amount:	\$	453,279
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

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

		<b>Total</b>	\$201,648
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**PERSONAL SERVICE INFORMATION**

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

Appointing Authority Name: \_\_\_\_\_ Agreed by: \_\_\_\_\_ (initial)

12. Limited Service Position Information:	# Positions	Title
	1	Agricultural Systems Specialist
<b>Total Positions</b>	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: <i>Charles R. P. J.</i>	Date: 10-27-11
	Title: <i>Secretary</i>	
	Signature: _____	Date: _____
	Title: _____	

**14. SECRETARY OF ADMINISTRATION**

<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature) <i>[Signature], Deputy</i>	Date: 11/8/11
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**15. ACTION BY GOVERNOR**

<input checked="" type="checkbox"/> Check One Box: Accepted		
<input type="checkbox"/> Rejected	(Governor's signature) <i>[Signature]</i>	Date: 11/17/11

**16. DOCUMENTATION REQUIRED**

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

**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				
<b>1. Agency:</b>	Vermont Agency of Agriculture			
<b>2. Department:</b>	Agricultural Resource Management			
<b>3. Program:</b>	Water Quality			
<b>4. Legal Title of Grant:</b>	Strategic Watershed Action Team			
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USDA Natural Resource Conservation Service 356 Mountain View Drive, Suite 105 Colchester, VT 05446				
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<b>8. Purpose of Grant:</b>				
Agricultural Water Quality Improvements in Lake Champlain Watershed				
<b>9. Impact on existing program if grant is not Accepted:</b>				
This grant provides technical resources for Vermont farmers to help meet their obligations under the Clean Water Act and future requirements of the Lake Champlain TMDL from the Environmental Protection Agency.				
10. BUDGET INFORMATION				
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Comments</b>
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Grants	\$	\$	\$	
<b>Total</b>	<b>\$201,648</b>	<b>\$201,648</b>	<b>\$201,648</b>	
<b>Revenues:</b>				
State Funds:	\$50,555	\$50,555	\$50,555	
Cash	\$	\$	\$	
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Federal Funds:	\$	\$	\$	
(Direct Costs)	\$151,093	\$151,093	\$151,093	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source )	\$	\$	\$	
<b>Total</b>	<b>\$201,648</b>	<b>\$201,648</b>	<b>\$201,648</b>	
<b>Appropriation No:</b>	2200040000	<b>Amount:</b>	\$ 453,279	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	

Agency of Agriculture, Food & Markets  
116 State Street  
Montpelier, VT 05620-2901  
[www.VermontAgriculture.com](http://www.VermontAgriculture.com)

MEMORANDUM

TO: Mary Morrison  
FROM: Laura DiPietro  
DATE: November 1, 2011  
SUBJECT: SWAT positions

The Strategic Watershed Action Plan agreement between the USDA Natural Resource Conservation Service (NRCS) and the Vermont Agency of Agriculture, Food and Markets (the Agency) covers four positions. Two of these positions are engineering technicians with the state job title of Agricultural System Specialist. One of these engineers, Greg Bouchard, currently works for the Agency in a classified position. We are changing his funding source from within the NRCS through this grant agreement; however his employee status with the State of Vermont will remain unchanged. The Agency is currently requesting a limited service position to hire the second engineer for a limited 3 year term that coincides with the grant agreement. The other two positions are Cartographic Technicians who will be hired through a subagreement between the Vermont Association of Conservation Districts (VACD) and the Agency.

In the SWAT agreement NRCS will provide 75% of the costs associated with all four of these positions and VAAFPM will provide the remaining 25%. This 25% for the Agency requires the continuing resources already budgeted for our existing engineer, and an additional \$30,750 from Clean and Clear funding to support the limited service engineering position and the agreement with VACD. These positions will provide water quality services to farms to help address the issues Clean and Clear, now Ecosystem Restoration and Protection Program seek to address.



United States Department of Agriculture



Natural Resources Conservation Service  
356 Mountain View Drive, Suite 105  
Colchester, Vermont 05446  
(802)951-6795, Fax (802)951-6327  
www.vt.nrcs.usda.gov

July 26, 2011

Charles R. Ross  
Secretary of Vermont Agency of Agriculture, Food & Markets  
116 State Street  
Montpelier, VT 05620

Dear Chuck:

I am happy to approve your written request for a waiver to the 50 percent requirement for entering into a Contribution Agreement to support four positions on the Strategic Watershed Action Team (SWAT). This approval requires the Agency of Agriculture, Food & Markets (VAAFAM) to provide a minimum of 25 percent cash contribution toward the total cost of these positions.

Should the VAAFAM become aware that it may be unable to provide its share of the costs for this project, it must:

- (i) Immediately provide written notification to NRCS of the situation.
- (ii) Indicate steps it plans to take to secure replacement of cost sharing.
- (iii) Indicate the plans it has to either continue or phase out the project in the absence of cost sharing.

I appreciate your willingness to partner with us on this SWAT agreement to improve water quality in the Lake Champlain basin.

Sincerely,

A handwritten signature in cursive script that reads "Vicky M. Drew".

VICKY M. DREW  
State Conservationist

cc:

Laura DiPietro, VAAFAM, Montpelier, VT  
Jim Wood, NRCS, Colchester, VT

*Helping People Help the Land*

An Equal Opportunity Provider and Employer





## ATTACHMENT B - BUDGET

		VAAFMM	NRCS
<b>Salaries and Benefits</b>	St. Albans Engineer	\$44,960	\$111,790
	Middlebury Engineer	\$39,328	\$ 98,901
	Cartographic Technician 1	\$33,689	\$ 88,163
	Cartographic Technician 2	\$33,689	\$ 88,163
<b>Operation expenses (includes travel and training)</b>	St. Albans Engineer		\$ 3,000
	Middlebury Engineer		\$ 1,000
	Technician 1		\$ 900
	Technician 2		\$ 900
<b>Office space and supplies</b>	St. Albans Engineer		\$ 6,240
	Middlebury Engineer		\$ 5,125
	Technician 1		\$ 6,240
	Technician 2		\$ 5,345
<b>Computers Seats</b>	St. Albans Engineer		\$ 9,378
	Middlebury Engineer		\$ 9,378
	Technician 1		\$ 9,378
	Technician 2		\$ 9,378
<b>TOTALS</b>		<b>\$151,666</b>	<b>\$453,279</b>

NRCS  
 provided  
 support -  
 in-kind  
 expenses  
 (OMP)

- plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - (5) Above-market earnings on deferred compensation that is not tax-qualified.
  - (6) 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.

### **VIII. Assurances and Compliance**

As a condition of the grant or cooperative agreement, the PARTNER assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in OMB Circulars A-110, A-122, and A-133, and 7 CFR 3015, 3017, 3018, 3019 and 3052, which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

### **IX. Examination of Records**

Give NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

## ATTACHMENT C – PLAN OF WORK

### Engineer

**Scope of the Work:** The scope of work is to plan, design, and provide construction inspection on conservation practices (mostly waste management systems) for farmers that have Environmental Quality Incentive Program (EQIP), and Best Management Practices (BMP) contracts in the Lake Champlain watershed. This includes field surveys (as necessary), drafting and design in CADD, using job sheets, and providing construction inspection. Communications will be with landowners, contractors, Conservation District staff, and VT State Agencies.

**Location:** Office space will be in the NRCS St. Albans and Middlebury field offices. Work assignments will be in the Lake Champlain watershed.

**Work Task Reporting:** The individuals will work under the direction and guidance of an experienced NRCS and VAAFM engineer for technical supervision. Work assignments will come from, and the work deliverables will be given to the technical supervisor and/or the NRCS District Conservationist at the office location in consultation with the VAAFM engineer. Administrative supervision will be provided by the VAAFM.

**Deliverables:** Individual's work assignments will include planning (Phase I), designing (Phase II), and installing (Phase III) manure management practices. Target deliverables will be completion of 16 manure and wastewater management systems (which may include waste storage facilities, roof runoff structures, heavy use areas, underground outlets, waste treatments, and manure transfers) per year. Other practices not identified above can count toward deliverable if approved by supervisor. Credit will also be given for completing each phase of a project.

## ATTACHMENT C – PLAN OF WORK

### Cartographic Technicians

#### **Scope of the Work:**

- Use Customer Service Toolkit and the associated tools in ARCGIS following Vermont NRCS guidance and protocols to:
  - Delineate/digitize and attribute customer farm, tract and field boundaries,
  - Delineate/digitize and attribute planned conservation practice locations and quantities,
  - Create maps required for the conservation planning process including:
    - Farm Location maps
    - Farm, Tract and Field Maps,
    - Planned Conservation Practice Location Maps,
    - Soils Maps,
    - Resource Inventory and Resource Concerns Maps,
    - Other conservation planning maps as determined necessary by the District Conservationist or lead Soil Conservationist.
  
- Use the VT NRCS Conservation Practice Web Page to ensure correct entry of conservation practice quantities (using correct reporting units) into Customer Service Toolkit
  
- Use Customer Service Toolkit to create completed Conservation Plan Practice Schedule of Implementation and a conservation plan document.
  
- Use Customer Service Toolkit to create a USDA Conservation Program Contract for upload to Protracts (contracting software).
  
- Review completed (draft) USDA Conservation Program Contract document with lead Soil Conservationist and/or District Conservationist.

#### **Secondary Priority Work Items:**

- Assist Soil Conservationists to measure field slopes and slope lengths for input into RUSLE2 (soil loss calculation software).
  
- Assist Soil Conservationists or Engineering Technicians to survey for planned conservation practices.
  
- Assist in Check Out of completed agronomic or grazing conservation practices for certification.

## ATTACHMENT C – PLAN OF WORK

### Engineer

**Scope of the Work:** The scope of work is to plan, design, and provide construction inspection on conservation practices (mostly waste management systems) for farmers that have Environmental Quality Incentive Program (EQIP), and Best Management Practices (BMP) contracts in the Lake Champlain watershed. This includes field surveys (as necessary), drafting and design in CADD, using job sheets, and providing construction inspection. Communications will be with landowners, contractors, Conservation District staff, and VT State Agencies.

**Location:** Office space will be in the NRCS St. Albans and Middlebury field offices. Work assignments will be in the Lake Champlain watershed.

**Work Task Reporting:** The individuals will work under the direction and guidance of an experienced NRCS and VAAFM engineer for technical supervision. Work assignments will come from, and the work deliverables will be given to the technical supervisor and/or the NRCS District Conservationist at the office location in consultation with the VAAFM engineer. Administrative supervision will be provided by the VAAFM.

**Deliverables:** Individual's work assignments will include planning (Phase I), designing (Phase II), and installing (Phase III) manure management practices. Target deliverables will be completion of 16 manure and wastewater management systems (which may include waste storage facilities, roof runoff structures, heavy use areas, underground outlets, waste treatments, and manure transfers) per year. Other practices not identified above can count toward deliverable if approved by supervisor. Credit will also be given for completing each phase of a project.

**Location:** Office space will be in the NRCS St. Albans and Rutland field offices. Work assignments will be in the Lake Champlain watershed.

**Work Task Reporting:** The individuals will work under the direction and guidance of an experienced NRCS soil conservationist. Work assignments will come from, and the work deliverables will be given to the NRCS District Conservationist at the office location.

**Deliverables:** Cartographic Technicians will work with NRCS Soil Conservationists to complete 100 CST projects per year for a total of 300 over the course of this agreement.

**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: Agriculture-Agricultural Resource Management Division Date: 7/29/11

Name and Phone (of the person completing this request): Laura DiPietro, (802) 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):

Name: USDA Natural Resource Conservation Service  
 Title: Strategic Watershed Action Team Cooperative Agreement  
 Detail: 2.75 year limited service position with \$88,163 provided by USDA and \$33,689 provided by VAAFM

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>
Agricultural System Specialist	1	Limited Service Agriculture-ARMS	2.75 yr, begin 9/30/11 through 6/30/2014

\*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:

The Agency of Agriculture has more demand for on farm engineering assistance for water quality practices than we can service with our current Agricultural System Specialists and Agricultural Engineer. This position would be funded 75% by USDA and 25% by State Clean & Clean funds from VAAFM, and would help work on farm projects to meet this demand in the Lake Champlain Basin. USDA guarantees this positions for 2.75 years.

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 P. [Signature]* 7-29-11  
 Signature of Agency or Department Head Date

*Molly Paul [Signature]* 8/25/11  
 Approved/Denied by Department of Human Resources Date

*[Signature]* 8/3/11  
 Approved/Denied by Finance and Management Date

*[Signature]* 8/11/11  
 Approved/Denied by Secretary of Administration Date

Comments:

**REC'D AUG 31 2011**

## Department of Human Resources

### Agency of Administration

## Job Specifications

### AGRICULTURE SYSTEMS SPECIALIST

**Job Code:** 448700

**Pay Plan:** Classified

**Pay Grade:** 23

**Occupational Category:** Engineering and Architecture

**Effective Date:** 08/21/2005

**Class Definition:**

Engineering and hydrogeology work at a journeyman to advanced professional level for the Agency of Agriculture involving the design, construction and management of agricultural waste storage/management systems, environmental monitoring systems and other infrastructure to prevent and remediate environmental contamination. Duties include the collection and analysis of engineering and environmental water quality data, evaluation of preliminary engineering plans and the preparation and evaluation of engineering design and construction plans and specification for new and modified waste management systems or structures to control runoff or infiltration of agricultural contaminants such as pathogens, nutrients and soil erosion from farm fields and production facilities. Duties also entail the design, conduct and technical review of environmental site investigations to determine the success/effectiveness of engineering structures and waste management system practices to prevent or remediate the contamination of surface water and groundwater.

Duties also entail the design, conduct and technical review of environmental site investigations to determine the success/effectiveness of engineering structures and waste management system practices to prevent or remediate the contamination of surface water and groundwater. May act as a project coordinator or provide expertise on specialized engineering projects, water quality sampling studies or geologic mapping projects. Work is performed under the general supervision of the Agriculture Resource Management Section supervisor of the Agriculture Resource Management and Environmental Stewardship Division and may coordinate with the USDA Natural Resources Conservation Service (NRCS) engineering staff, the Vermont Agency of Natural Resources Stream Back Alternations, Stormwater Permitting or Geological Survey and Sections private sector engineers and environmental consultants.

**Examples of Work:**

Assists in the preparation of engineering designs for agricultural waste storage structures, channels, and appurtenances, earth dam embankments, above ground tanks, and special stability features, mechanical and vegetative spillways or other improvement work according to NRCS technical standards and specifications or equivalent standards. Provide technical and regulatory assistance in the design and review of animal feed storage bunkers and silos; agricultural chemical storage and their applications; heavy use area; and stream bank stabilization.

Under the guidance of the Agency's professional engineer or NRCS engineering staff prepares design documents for practices and structures to include material standards and quantities, construction standards and acceptable site modifications. Conducts field investigations and soil and water sampling to obtain planning and design data for engineering practices or environmental monitoring systems commonly installed on farms. Generate construction layouts and as-builds. Performs field inspections and provide regulatory compliance recommendations during construction to document that conservation practices and structures will meet construction standards. Oversee the installation of groundwater monitoring wells by farm operators and well drillers. Design and implement procedures and protocols for surface and groundwater sampling projects. Conduct environmental sampling to ensure compliance with construction standards, waste management system operation practices, farm operation permit conditions and other agricultural practices regulations.



Provide technical assistance to Vermont farmers regarding how management practices effect agricultural waste storage systems and other infrastructure to manage agricultural discharges. Prepares and reviews plans generated by Computer Assisted Design (CAD) or CAD type programs. Recommends technical and administrative program changes. Performs related duties as required.

**Environmental Factors:**

Duties are performed in both a standard office setting and in the field, necessitating private means of transportation. Fieldwork may involve exposure to animal manure and other farm wastes; hazardous chemicals, gases and liquids on operating farms and construction sites may be anticipated. Workload volume may create deadline pressures. Monitoring or reviewing consulting engineer and contractor performance may require a subtle combination of tact and firmness.

**Minimum Qualifications****Knowledge, Skills and Abilities:**

Considerable knowledge of civil and structural engineering principles and practices as used in earthen dam and tank construction for agriculture.

Considerable knowledge of management practices designed to enhance agricultural water quality and pollution prevention efforts.

Considerable knowledge of the materials, methods and equipment including the preparation of cost estimates and specifications.

Working knowledge of geology, hydrogeology, hydrologic and groundwater modeling.

Knowledge of the characteristics, usage, and management of agricultural chemicals.

Ability to inspect work under construction and evaluate it in conformity with specifications. Installation

Ability to review plans, cost estimates, and specifications prepared by others and to make sound decisions concerning difficult civil and structural problems.

Ability to conduct investigations into the usages of agricultural chemicals in and around the vicinity of monitoring sites.

Ability to establish and maintain effective working relationships.

Ability to communicate effectively orally and in writing to the farming community.

**Education and Experience:**

Education: Bachelors degree in agricultural, civil, or structural engineering.

Experience: Two to three years professional level experience in the design, construction, or maintenance of agricultural waste systems. An Engineer in Training (EIT) is recommended.

OR

Education: Associates degree in agricultural, civil, or structural engineering.

Experience: Four to five years professional level experience in the design, construction, or maintenance of agricultural waste systems.

Provide technical assistance to Vermont farmers regarding how management practices effect agricultural waste storage systems and other infrastructure to manage agricultural discharges. Prepares and reviews plans generated by Computer Assisted Design (CAD) or CAD type programs. Recommends technical and administrative program changes. Performs related duties as required.

**Environmental Factors:**

Duties are performed in both a standard office setting and in the field, necessitating private means of transportation. Fieldwork may involve exposure to animal manure and other farm wastes; hazardous chemicals, gases and liquids on operating farms and construction sites may be anticipated. Workload volume may create deadline pressures. Monitoring or reviewing consulting engineer and contractor performance may require a subtle combination of tact and firmness.

**Minimum Qualifications****Knowledge, Skills and Abilities:**

Considerable knowledge of civil and structural engineering principles and practices as used in earthen dam and tank construction for agriculture.

Considerable knowledge of management practices designed to enhance agricultural water quality and pollution prevention efforts.

Considerable knowledge of the materials, methods and equipment including the preparation of cost estimates and specifications.

Working knowledge of geology, hydrogeology, hydrologic and groundwater modeling.

Knowledge of the characteristics, usage, and management of agricultural chemicals.

Ability to inspect work under construction and evaluate it in conformity with specifications. Installation

Ability to review plans, cost estimates, and specifications prepared by others and to make sound decisions concerning difficult civil and structural problems.

Ability to conduct investigations into the usages of agricultural chemicals in and around the vicinity of monitoring sites.

Ability to establish and maintain effective working relationships.

Ability to communicate effectively orally and in writing to the farming community.

**Education and Experience:**

Education: Bachelors degree in agricultural, civil, or structural engineering.

Experience: Two to three years professional level experience in the design, construction, or maintenance of agricultural waste systems. An Engineer in Training (EIT) is recommended.

OR

Education: Associates degree in agricultural, civil, or structural engineering.

Experience: Four to five years professional level experience in the design, construction, or maintenance of agricultural waste systems.

Additional graduate course work in engineering may be substituted for up to two years of the experience requirement on a semester for six month basis.

**NOTE**

Civil or structural experience outside of the agricultural realm may be substituted if the professional level experience is fundamental to the design, construction, and management of agricultural waste storage systems and other infrastructure to manage agricultural discharges

**Special Requirements:** n/a

## Request for Classification Review Position Description Form A

### For Department of Personnel Use Only

Notice of Action # _____	Date Received (Stamp)
Action Taken: _____	
New Job Title _____	
Current Class Code _____	New Class Code _____
Current Pay Grade _____	New Pay Grade _____
Current Mgt Level _____ B/U _____ OT Cat. _____ EEO Cat. _____ FLSA _____	
New Mgt Level _____ B/U _____ OT Cat. _____ EEO Cat. _____ FLSA _____	
Classification Analyst _____	Date _____
Comments:	Effective Date: _____
	Date Processed: _____
Willis Rating/Components: Knowledge & Skills: _____ Mental Demands: _____ Accountability: _____	
Working Conditions: _____ Total: _____	

#### Incumbent Information:

Employee Name:  Employee Number:   
Position Number:  Current Job/Class Title:   
Agency/Department/Unit:  Work Station:  Zip Code:   
Supervisor's Name, Title, and Phone Number:   
How should the notification to the employee be sent:  employee's work location  or  other address, please provide mailing address:

#### New Position/Vacant Position Information:

New Position Authorization:  Request Job/Class Title:   
Position Type:  Permanent or  Limited / Funding Source:  Core,  Partnership, or  Sponsored  
Vacant Position Number:  Current Job/Class Title:   
Agency/Department/Unit:  Work Station:  Zip Code:   
Supervisor's Name, Title and Phone Number:

#### Type of Request:

- Management:** A management request to review the classification of an existing position, class, or create a new job class.
- Employee:** An employee's request to review the classification of his/her current position.

## 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.*

Engineering and hydrogeology work at a journeyman to advanced professional level for the Agency of Agriculture involving the design, construction and management of agricultural waste storage/management systems, environmental monitoring systems and other infrastructure to prevent and remediate environmental contamination. Duties include the collection and analysis of engineering and environmental water quality data, evaluation of preliminary engineering plans and the preparation and evaluation of engineering design and construction plans and specification for new and modified waste management systems or structures to control runoff or infiltration of agricultural contaminants such as pathogens, nutrients and soil erosion from farm fields and production facilities. Duties also entail the design, conduct and technical review of environmental site investigations to determine the success/effectiveness of engineering structures and waste management system practices to prevent or remediate the contamination of surface water and groundwater.

Duties also entail the design, conduct and technical review of environmental site investigations to determine the success/effectiveness of engineering structures and waste management system practices to prevent or remediate the contamination of surface water and groundwater. May act as a project coordinator or provide expertise on specialized engineering projects, water quality sampling studies or geologic mapping projects. Work is performed under the general supervision of the Agriculture Resource Management Section supervisor of the Agriculture Resource Management Division and may coordinate with the USDA Natural Resources Conservation Service (NRCS) engineering staff, the Vermont Agency of Natural Resources Stream Bank Alternations, Stormwater Permitting or Geological Survey and Sections private sector engineers and environmental consultants. 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*.

Provide technical assistance to Vermont farmers regarding how management practices effect agricultural waste storage systems and other infrastructure to manage agricultural

discharges. Will to identify project needs, develop conceptual and final designs, and oversee project implementation in cooperation with other water quality staff within the Agriculture Resource Management Division. May coordinate with the USDA Natural Resources Conservation Service (NRCS) engineering staff, the Vermont Agency of Natural Resources Stream Bank Alternations, Stormwater Permitting or Geological Survey and Sections private sector engineers and environmental consultants.

**3. Are there licensing, registration, or certification requirements; or special or unusual skills necessary to perform this job?**

Include any special licenses, registrations, certifications, skills; (such as counseling, engineering, computer programming, graphic design, strategic planning, keyboarding) including skills with specific equipment, tools, technology, etc. (such as mainframe computers, power tools, trucks, road equipment, specific software packages). Be specific, if you must be able to drive a commercial vehicle, or must know Visual Basic, indicate so.

Education: Bachelors degree in agricultural, civil, or structural engineering.

Experience: Two to three years professional level experience in the design, construction, or maintenance of agricultural waste systems. An Engineer in Training (EIT) is recommended.

OR

Education: Associates degree in agricultural, civil, or structural engineering.

Ability to inspect work under construction and evaluate it in conformity with specifications.  
Installation

Ability to review plans, cost estimates, and specifications prepared by others and to make sound decisions concerning difficult civil and structural problems.

Prepares and reviews plans generated by Computer Assisted Design (CAD) or CAD type programs.

**4. Do you supervise?**

In this question "supervise" means if you direct the work of others where you are held **directly** responsible for assigning work; performance ratings; training; reward and discipline or effectively recommend such action; and other personnel matters. List the names, titles, and position numbers of the classified employees reporting to you:

Not applicable, not a supervisory position.

**5. In what way does your supervisor provide you with work assignments and review your work?**

This question deals with how you are supervised. Explain how you receive work assignments, how priorities are determined, and how your work is reviewed. There are a wide variety of ways a job can be supervised, so there may not be just one answer to this question. For example, some aspects of your work may be reviewed on a regular basis and in others you may operate within general guidelines with much independence in determining how you accomplish tasks.

Under the guidance of the Agency's professional engineer or NRCS engineering staff the employee will be provided a list of farms in need of assistance and specific project areas on those farms where surveying and design work is needed. A probationary period of six months will require more intensive oversight of work related products as a means of on the

job training. All projects requiring certification by a professional engineer will require review by the Agency or NRCS professional engineering staff. 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 civil and structural engineering principles and practices as used in earthen dam and tank construction for agriculture.

Considerable knowledge of management practices designed to enhance agricultural water quality and pollution prevention efforts.

Considerable knowledge of the materials, methods and equipment including the preparation of cost estimates and specifications.

Working knowledge of geology, hydrogeology, hydrologic and groundwater modeling.

Knowledge of the characteristics, usage, and management of agricultural chemicals.

Ability to inspect work under construction and evaluate it in conformity with specifications.  
Installation

Ability to review plans, cost estimates, and specifications prepared by others and to make sound decisions concerning difficult civil and structural problems.

Ability to conduct investigations into the usages of  
agricultural chemicals in and around the vicinity of monitoring sites.

Ability to establish and maintain effective working relationships.

Ability to communicate effectively orally and in writing to the farming community.

## 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.

What is needed here is information not already presented about the job's scope of responsibility. What is the job's most significant influence upon the organization, or in what way does the job contribute to the organization's mission?

Provide annualized dollar figures if it makes sense to do so, explaining what the amount(s) represent.

For example:

- A social worker might respond: *To promote permanence for children through coordination and delivery of services;*
- A financial officer might state: *Overseeing preparation and ongoing management of division budget: \$2M Operating/Personal Services, \$1.5M Federal Grants.*

Assists in the preparation of engineering designs for agricultural waste storage structures, channels, and appurtenances, earth dam embankments, above ground tanks, and special stability features, mechanical and vegetative spillways or other improvement work according to NRCS technical standards and specifications or equivalent standards. Provide technical and regulatory assistance in the design and review of animal feed storage bunkers and silos; agricultural chemical storage and their applications; heavy use area; and stream bank stabilization.

Under the guidance of the Agency's professional engineer or NRCS engineering staff prepares design documents for practices and structures to include material standards and quantities, construction standards and acceptable site modifications. Conducts field investigations and soil and water sampling to obtain planning and design data for engineering practices or environmental monitoring systems commonly installed on farms. Generate construction layouts and as-builds. Performs field inspections and provide regulatory compliance recommendations during construction to document that conservation practices and structures will meet construction standards. Oversee the installation of groundwater monitoring wells by farm operators and well drillers. Design and implement procedures and protocols for surface and groundwater sampling projects. Conduct environmental sampling to ensure compliance with construction standards, waste management system operation practices, farm operation permit conditions and other agricultural practices regulations.

## 8. Working Conditions

The intent of this question is to describe any adverse conditions that are routine and expected in your job. It is not to identify special situations such as overcrowded conditions or understaffing.

- a) What significant mental stress are you exposed to? All jobs contain some amount of stress. If your job stands out as having a significant degree of mental or emotional pressure or tension associated with it, this should be described.

Type	How Much of the Time?
Workload volume may create deadline pressures. Monitoring or reviewing consulting engineer and contractor performance may require a subtle combination of tact and firmness.	50%

- b) What hazards, special conditions or discomfort are you exposed to? (Clarification of terms: **hazards** include such things as potential accidents, illness, chronic health conditions or other harm. Typical examples might involve exposure to dangerous persons, including potentially violent customers and clients, fumes, toxic waste, contaminated materials, vehicle accident, disease, cuts, falls, etc.; and **discomfort** includes exposure to such things as cold, dirt, dust, rain or snow, heat, etc.)



Type	How Much of the Time?
Duties are performed in both a standard office setting and in the field, necessitating private means of transportation. Fieldwork may involve exposure to animal manure and other farm wastes; hazardous chemicals, gases and liquids on operating farms and construction sites may be anticipated.	100%

- 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?
Surveying Equipment	25 lbs	20%

- 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): N/A Date: \_\_\_\_\_

**Supervisor's Section:**

Carefully review this completed job description, but **do not** alter or eliminate any portion of the original response. Please answer the questions listed below.

1. What do you consider the most important duties of this job and why?

Engineering and hydrogeology work at a journeyman to advanced professional level for the Agency of Agriculture involving the design, construction and management of agricultural waste storage/management systems, environmental monitoring systems and other infrastructure to prevent and remediate environmental contamination. Duties include the collection and analysis of engineering and environmental water quality data, evaluation of preliminary engineering plans and the preparation and evaluation of engineering design and construction plans and specification for new and modified waste management systems or structures to control runoff or infiltration of agricultural contaminants such as pathogens, nutrients and soil erosion from farm fields and production facilities. Duties also entail the design, conduct and technical review of environmental site investigations to determine the success/effectiveness of engineering structures and waste management system practices to prevent or remediate the contamination of surface water and groundwater.

Duties also entail the design, conduct and technical review of environmental site investigations to determine the success/effectiveness of engineering structures and waste management system practices to prevent or remediate the contamination of surface water and groundwater. May act as a project coordinator or provide expertise on specialized engineering projects, water quality sampling studies or geologic mapping projects. Work is performed under the general supervision of the Agriculture Resource Management Section supervisor of the Agriculture Resource Management Division and may coordinate with the USDA Natural Resources Conservation Service (NRCS) engineering staff, the Vermont Agency of Natural Resources Stream Bank Alternations, Stormwater Permitting or Geological Survey and Sections private sector engineers and environmental consultants. Performs related duties as required.

2. What do you consider the most important knowledge, skills, and abilities of an employee in this job (not necessarily the qualifications of the present employee) and why?

Considerable knowledge of civil and structural engineering principles and practices as used in earthen dam and tank construction for agriculture.

Considerable knowledge of management practices designed to enhance agricultural water quality and pollution prevention efforts.

Considerable knowledge of the materials, methods and equipment including the preparation of cost estimates and specifications.

Working knowledge of geology, hydrogeology, hydrologic and groundwater modeling.

Knowledge of the characteristics, usage, and management of agricultural chemicals.

Ability to inspect work under construction and evaluate it in conformity with specifications.  
Installation

Ability to review plans, cost estimates, and specifications prepared by others and to make sound decisions concerning difficult civil and structural problems.

Ability to conduct investigations into the usages of  
agricultural chemicals in and around the vicinity of monitoring sites.

Ability to establish and maintain effective working relationships.  
Ability to communicate effectively orally and in writing to the farming community.

3. Comment on the accuracy and completeness of the responses by the employee. List below any missing items and/or differences where appropriate.

N/A, this is a request for a new limited service position.

4. Suggested Title and/or Pay Grade:

Agriculture Systems Specialist/PG 23

Supervisor's Signature (required):  Date: 7/29/11

**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.

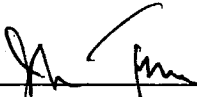
Draft job specification is **required** for proposed new job classes.

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).

No, this position will be taking on new tasks as they are developed and alleviating a workload that is currently unstaffed.

Suggested Title and/or Pay Grade:

Agricultural Systems Specialist/PG 23

Personnel Administrator's Signature (required):  Date: 8/3/11

**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:

Agricultural System Specialist/PG 23

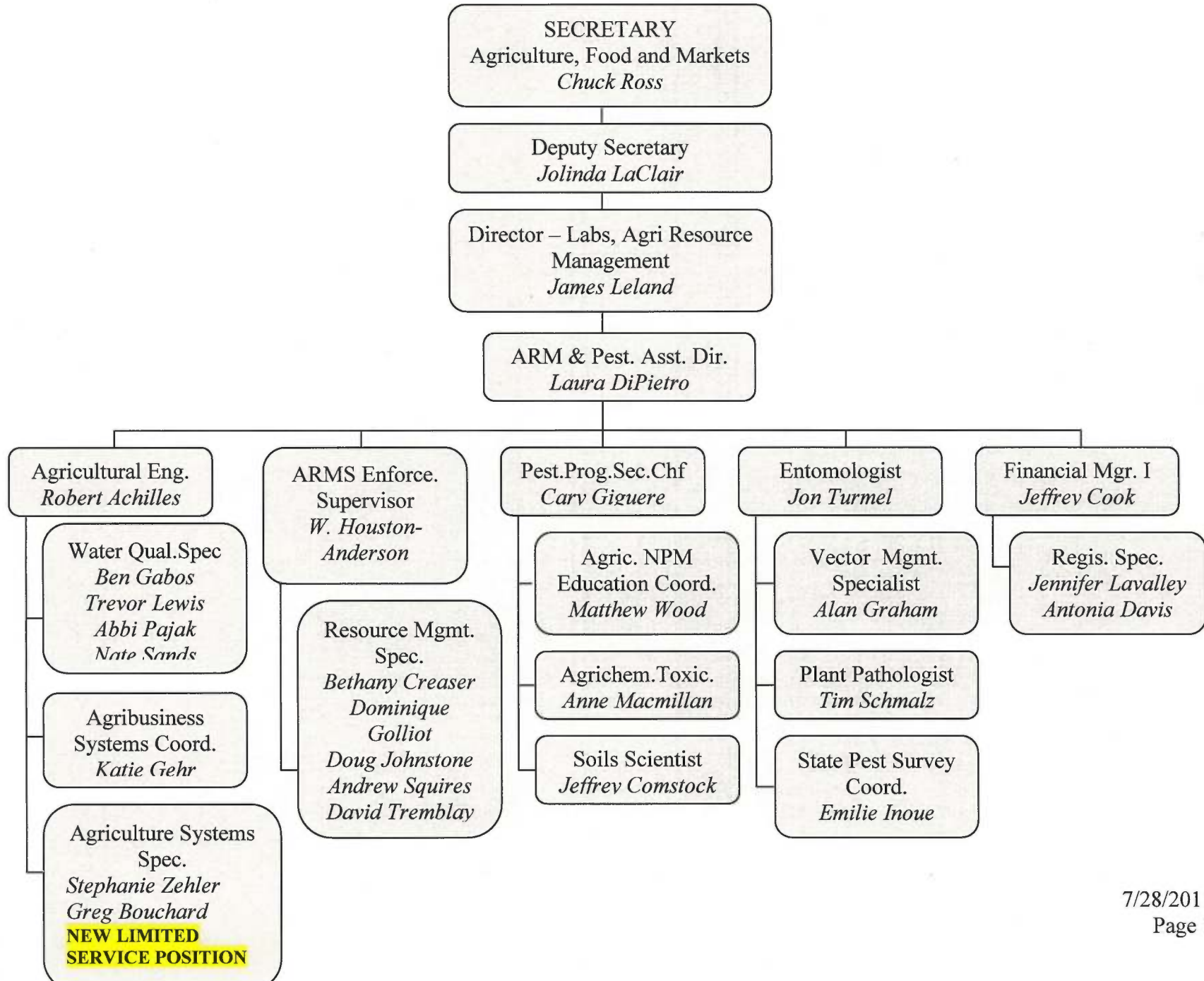
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Appointing Authority or Authorized Representative Signature **(required)**

---

Date

AGRICULTURE RESOURCE MANAGEMENT DIVISION



**Application for Federal Assistance SF-424**

Version 02

<b>*1. Type of Submission</b>		<b>*2. Type of Application</b>		<b>*If Revision, select appropriate letter(s):</b>	
<input type="checkbox"/> Preapplication		<input checked="" type="checkbox"/> New			
<input checked="" type="checkbox"/> Application		<input type="checkbox"/> Continuation		<b>* Other (Specify)</b>	
<input type="checkbox"/> Changed/Corrected Application		<input type="checkbox"/> Revision			
<b>*3. Date Received:</b>			<b>4. Application Identifier:</b>		
<b>5a. Federal Entity Identifier:</b>			<b>*5b. Federal Award Identifier:</b>		
<b>State Use Only:</b>					
<b>6. Date Received by State:</b>			<b>7. State Application Identifier:</b>		
<b>8. APPLICANT INFORMATION:</b>					
<b>* a. Legal Name: Vermont Agency of Agriculture, Food &amp; Markets</b>					
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 03-6000264			<b>*c. Organizational DUNS:</b> 80-9376718		
<b>d. Address:</b>					
<b>*Street1:</b> 116 State Street <b>Street 2:</b> <b>*City:</b> Montpelier <b>County:</b> Washington <b>*State:</b> vermont <b>Province:</b> <b>Country:</b> USA <b>*Zip/ Postal Code:</b> 05620					
<b>e. Organizational Unit:</b>					
<b>Department Name:</b>			<b>Division Name:</b> Agricultural Resource Management		
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>					
<b>Prefix:</b>		<b>First Name:</b> Laura			
<b>Middle Name:</b>					
<b>*Last Name:</b> DiPietro					
<b>Suffix:</b>					
<b>Title:</b> Deputy Director Agricultural Resource Management Division					
<b>Organizational Affiliation:</b>					
<b>*Telephone Number:</b> (802) 828-1289			<b>Fax Number:</b>		
<b>*Email:</b> laura.dipietro@state.vt.us					

**Application for Federal Assistance SF-424**

Version 02

9. Type of Applicant 1: Select Applicant Type: A. State Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

\*Other (specify):

\*10. Name of Federal Agency:

USDA Natural Resource Conservation Service

11. Catalog of Federal Domestic Assistance Number:

10.912

CFDA Title:

Environmental Quality Incentives Program

\*12. Funding Opportunity Number:

\*Title:

Strategic Watershed Action Team

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Lake Champlain basin in Vermont.

\*15. Descriptive Title of Applicant's Project:

Strategic Watershed Action Team. This agreement develops a cooperative undertaking between the VAAFM and NRCS to fund two engineers (one in St. Albans and one in Middlebury) and two cartographic technicians (one in St. Albans and one in Rutland).

**Attach supporting documents as specified in agency instructions.**

**Application for Federal Assistance SF-424**

Version 02

16. Congressional Districts Of: Vermont

\*a. Applicant Vermont

\*b. Program/Project: Vermont

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project: Strategic Watershed Action Team

\*a. Start Date: July 18, 2011

\*b. End Date: June 30, 2014

**18. Estimated Funding (\$):**

*a. Federal	\$453,279.00
*b. Applicant	\$151,666.00
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	\$604,945.00

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes
- No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\*I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: \*First Name: Charles

Middle Name:

\*Last Name: Ross

Suffix:

\*Title: Secretary of Vermont Agency of Agriculture, Food & Markets

\*Telephone Number: (802) 828-1619

Fax Number:

\*Email: chuck.ross@state.vt.us

\*Signature of Authorized Representative:

*Charles Ross*

Date Signed:

7-20-11



**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <i>Secretary</i>
APPLICANT ORGANIZATION <i>Agency of Agriculture Food + Markets</i>	DATE SUBMITTED July 5, 2011

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. SWAT	10.912	\$	\$	\$ 453,279.00	\$ 151,666.00	\$ 604,945.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 453,279.00	\$ 151,666.00	\$ 604,945.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total (5)
	(1)	(2)	(3)			
a. Personnel		\$ 212,859.35	\$ 83,416.30	\$	\$	\$ 296,275.65
b. Fringe Benefits		174,157.65	68,249.70			242,407.35
c. Travel		5,800.00				5,800.00
d. Equipment						0.00
e. Supplies	<i>NRCS provided in-kind</i>	* 22,950.00				22,950.00
f. Contractual						0.00
g. Construction						0.00
h. Other	<i>NRCS provided in-kind</i>	* 37,512.00				37,512.00
i. Total Direct Charges (sum of 6a-6h)		453,279.00	151,666.00	0.00	0.00	604,945.00
j. Indirect Charges						0.00
k. TOTALS (sum of 6i and 6j)		\$ 453,279.00	\$ 151,666.00	\$ 0.00	\$ 0.00	\$ 604,945.00
7. Program Income		\$	\$	\$	\$	0.00

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Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. SWAT NRCS	\$ 151,666.00	\$	\$	\$ 151,666.00	
9.				0.00	
10.				0.00	
11.				0.00	
12. TOTAL (sum of lines 8-11)	\$ 151,666.00	\$ 0.00	\$ 0.00	\$ 151,666.00	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 151,093.00	\$ 37,773.25	\$ 37,773.25	\$ 37,773.25	\$ 37,773.25
14. Non-Federal	50,555.33	12,638.84	12,638.83	12,638.83	12,638.83
15. TOTAL (sum of lines 13 and 14)	\$ 201,648.33	\$ 50,412.09	\$ 50,412.08	\$ 50,412.08	\$ 50,412.08
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. SWAT NRCS	\$ 151,093.00	\$ 151,093.00	\$ 151,093.00	\$ 0.00	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$ 151,093.00	\$ 151,093.00	\$ 151,093.00	\$ 0.00	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks:					

and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

4. 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:

- (1) Subawards
- (2) The total compensation of the five most highly compensated executives of any subrecipient

5. Definitions.—For purposes of this award term:

(a) Entity means all of the following, as defined in 2 CFR Part 25:

- (1) A Governmental organization, which is a State or local government or an Indian Tribe
- (2) A foreign public entity
- (3) A domestic or foreign nonprofit organization
- (4) A domestic or foreign for-profit organization
- (5) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity

(b) Executive means officers, managing partners, or any other employees in management positions.

(c) Subaward—

- (1) 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.
- (2) 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").
- (3) May be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

(d) Subrecipient means an entity that—

- (1) Receives a subaward from you (the recipient) under this award
- (2) Is accountable to you for the use of the Federal funds provided by the subaward

(e) 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 Section 229.402(c)(2)):

- (1) Salary and bonus.
- (2) 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 (FAS) No. 123 (Revised 2004), "Shared Based Payments."
- (3) Earnings for services under nonequity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement

- (ii) Annual gross revenues of \$25,000,000 or more from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Section 170.320 (and subawards).
- (b) 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. Sections 78m(a) and 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 A3(a) of this award term—

- (1) As part of your registration profile at <http://www.ccr.gov>.
- (2) By the end of the month following the month in which this award is made, and annually thereafter.

## 3. Reporting of Total Compensation of Subrecipient Executives

(a) Applicability and what to report.—Unless you are exempt as provided in paragraph A4 of this award term, for each first-tier subrecipient under this award, you must 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—

- (1) In the subrecipient's preceding fiscal year, the subrecipient received—
  - (i) Eighty 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 Section 170.320 (and subawards).
  - (ii) Annual gross revenues of \$25,000,000 or more from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards).
- (2) 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. Sections 78m(a) and 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>.)

(b) Where and When to Report You must report subrecipient executive total compensation described in paragraph A3(a) of this award term—

- (1) To the recipient.
- (2) 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

- (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 consider a contract.
- e) Subrecipient means an entity that—
  - (i) Receives a subaward from you under this award.
  - (ii) Is accountable to you for the use of the Federal funds provided by the subaward.

**VII. CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO REQUIREMENTS FOR FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT IMPLEMENTATION (2 CFR PART 170)**

**A. Reporting Subawards and Executive Compensation**

**1. Reporting of First-Tier Subawards**

- (a) Applicability -- Unless you are exempt as provided in paragraph A4 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, Public Law 111-5) for a subaward to an entity (see definitions in paragraph A5 of this award term).
- (b) Where and When to Report
  - (1) You must report each obligating action described in paragraph A1(a) of this award term to <http://www.fsr.gov>.
  - (2) 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 August 1, 2011, the obligation must be reported by no later than September 30, 2011.)
- (c) What to Report
 

You must report the information about each obligating action that the submission instructions specify posted at <http://www.fsr.gov>.

**2. Reporting Total Compensation of Recipient Executives.**

- (a) 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—
  - (1) The total Federal funding authorized to date under this award is \$25,000 or more.
  - (2) In the preceding fiscal year, you received—
    - (i) Eighty 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 Section 170.320 (and subawards).

**VI. CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO REQUIREMENTS FOR FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT IMPLEMENTATION (2 CFR PART 25)**

**A. Requirement for Central Contractor Registration (CCR).**

Unless you are exempted from this requirement under 2 CFR Section 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

**B. Requirement for Data Universal Numbering System (DUNS) Numbers**

If you are authorized to make subawards under this award, you—

(a) Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

(b) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

**C. Definitions for Purposes of This Award Term**

a) Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

b) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

c) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:

(i) A Governmental organization, which is a State or local government or an 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

d) 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.



NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.

- (iii) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
  - (iv) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this paragraph A2(d) of this section.
- c) The terms used in this clause have the following meanings:
- (i) "Air Act" means the Clean Air Act, as amended (42 U.S.C. Section 1857 et seq., as amended by Public Law 9-604).
  - (ii) "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq., as amended by Public Law 92-55).
  - (iii) "Clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. Section 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. Section 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. Section 1857c-7(d)).
  - (iv) "Clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. Section 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. Section 1317).
  - (v) "Compliance" means compliance with clean air or water standards. Compliance will also mean compliance with the schedule or plan ordered or approved by a court of competent jurisdiction or the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.
  - (vi) "Facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location will be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

- N) Nothing herein provided will be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## V. Clean Air and Water Act

1. Clean Air and Water Certification.—(Applicable if agreement exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. Section 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. Section 1319(c)) and is listed by the Environmental Protection Agency EPA, or is not otherwise exempt.) The recipient signatory to this agreement certifies as follows:

- a) Any facility to be utilized in the performance of this proposed agreement is not listed on the EPA List of Violating Facilities.
- b) To promptly notify the State Conservationist or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he or she proposes to use for the performance of the agreement is under consideration to be listed on the EPA List of Violating Facilities.
- c) To include substantially this certification, including this paragraph A3 of this section, in every nonexempt subagreement.

## 2. Clean Air and Water Clause

- a). (Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. Section 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. Section 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)
- b) The CPC participant agrees as follows:
  - (i) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. Section 1857 et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the signing of this agreement by NRCS.
  - (ii) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by

provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation will not be a defense for the Contractor's noncompliance.

- I) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive order if a specific minority group of women is underutilized).
- J) The Contractor must not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- K) The Contractor must not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246. The Contractor must carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties will be in violation of these specifications and Executive Order 11246, as amended.
- L) The Contractor must designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records must at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records must be maintained in an easy understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.
- M) The Contractor, in fulfilling its obligations under these specifications, must implement specific affirmative action steps, at least as extensive as those standards prescribed in Section VII 7, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive order, the implementing regulations, or these specifications, the director will proceed in accordance with 41 CFR Section 604.8.

- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minorities and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other, training by any recruitment sources, the Contractor must send written notification to organizations such as the above, describing the openings, screening procedure, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities must be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- H) Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of the affirmative action obligations (Section VII 7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Section VII 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractors minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant; and minority and female referral from a union, a recruitment source or community organization; and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor; this must be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities or participate in training programs for the area that expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor must provide notice of these programs to the sources compiled under Section VII 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with onsite supervisory personnel such as superintendents, general foreman etc., prior to the initiation of construction work at any job site. A written record must be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

- D) The Contractor must implement the specific affirmative action standards provided in Section VII, Paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract must apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.
- E) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women will excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G) The Contractor must take specific affirmative action's to ensure equal employment opportunity. The evaluation of the Contractors compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The Contractor must document these efforts fully and must implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all sites at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor must specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

**7. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)**

- A) As used in these specifications:
- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
  - b. "Director" means Director, Office of Federal Contract Act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority.
  - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin)
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban Central or South American, or other Spanish Culture or origin, regardless of race)
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands)
    - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification)
- B) Whenever the Contractor or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it must physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice that contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
- C) If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) must be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Employment Opportunity (EEO) Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does

supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.


**6. CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he or she does not maintain or provide for his or her employees any segregated facilities at any of his or her establishments, and that he or she does not permit his or her employees to perform their services at any location under his or her control where segregated facilities are maintained. The federally assisted construction contractor certifies further that he or she will not maintain or provide for his or her employees any segregated facilities at any of his or her establishments and that he or she will not permit his or her employees to perform their services at any location under his or her control where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin or because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he or she has obtained identical certifications from proposed subcontractors for specific time periods) he or she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity Clause and that he or she will retain such certifications in his or her files.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. Section 1001.

\_\_\_\_\_  
Contractor

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Title Date



penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to part II, subpart D of Executive Order 11246. In addition, the CPC participant agrees that if he or she fails, or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this contract; refrain from extending any further assistance to the CPC participant under the program with respect to which his or her failure or refusal occurred until satisfactory assurance of future compliance has been received from such CPC participant; and refer the case to the Department of Justice for appropriate legal proceedings.

**3. NOTICE TO CONSERVATION PROGRAM CONTRACT PARTICIPANTS (CPC) OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

- a) A Certification of Nonsegregated Facilities must be submitted by the CPC participants prior to any agreement for Federal financial assistance where the CPC participant will himself or herself perform a federally assisted construction contract exceeding \$10,000 that is not exempt from the provisions of the Equal Opportunity clause.
- b) The CPC participant must notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

**4. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS**

- a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 that is not exempt from the provisions of the Equal Opportunity clause.
- b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

**5. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

- a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 that is not exempt from the provisions of the Equal Opportunity clause.
- b) Contractors receiving subcontract awards exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause, will be required to provide for the forwarding of this notice to prospective subcontractors for

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f) In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders; this contract may be canceled, terminated, or suspended, in whole or in part; and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965; and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965; or by rule, regulation, or order of the Secretary of Labor, or as provided by law.
- g) The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965; so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order, as the administering agency may direct, as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The CPC participant further agrees that he or she will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to his or her own employment practices when it participates in federally assisted construction work provided; however, that if the CPC participant is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the contract. The CPC participant agrees that he or she will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations, and relevant orders of the Secretary of Labor that he or she will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that he or she will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The CPC participant further agrees that he or she will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and

#### **IV. ACKNOWLEDGEMENT OF EQUAL OPPORTUNITY COMPLIANCE**

##### **1. EQUAL OPPORTUNITY**

The Conservation Program Contract participant agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60, that is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

##### **2. EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)**

During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action must include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union workers' or representative of the Contractor's commitments under this section, and must post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965; and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965; and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

- Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
- Farm, tract, field, and contract numbers.
- Production shares and share of acres for each Farm Serial Number (FSN) field.
- Acreage information, including crop codes.
- All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
- Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
- Location of conservation practices.

Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program *that is otherwise authorized by law*" (emphasis added). The names and payment information of producers generally may be provided to the public; however the Conservation Cooperator shall consult with NRCS if there is any uncertainty as to the provision of such information.

Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The Conservation Cooperator must consult with NRCS as to whether specific information falls within this exception prior to relying on this exception.

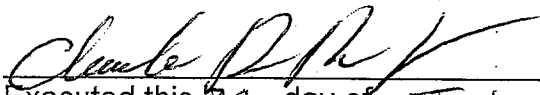
### **Violations**

The Conservation Cooperator will be held responsible for violations of this Acknowledgment and Section 1619. A violation of this Acknowledgment by the Conservation Cooperator may result in action by NRCS, including termination of the underlying contribution agreement.

### **Effective Period**

This Acknowledgment will be in effect on the date of the final signature and continues until NRCS notifies the Conservation Cooperator that the Acknowledgment is no longer required based on changes in applicable Federal law.

### **Signature of the NRCS Conservation Cooperator and the Date Signed**

  
 Executed this 20 day of July, 2011

- The provisions in Section 1619 are continuing obligations. Even when the Conservation Cooperator is no longer an NRCS Conservation Cooperator, or when individuals currently affiliated with the Conservation Cooperator become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with the provisions of this Acknowledgment.
- The Conservation Cooperator must notify all managers, supervisors, employees, contractors, agents, and representatives about this Acknowledgment and the requirements of Section 1619. For the duration of this Acknowledgment, notifications about the existence of this Acknowledgment must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
- When the Conservation Cooperator is unsure whether particular information is covered or protected by Section 1619, the Conservation Cooperator must consult with NRCS to determine whether the information must be withheld.
- This Acknowledgment is nontransferable and may not be bought, sold, traded, assigned, extended to, or given free of charge to any other individual or organization not directly covered by this Acknowledgment.
- Use of the protected information for any purpose is expressly prohibited when an individual or organization is no longer an NRCS Conservation Cooperator. When the Conservation Cooperator is no longer an NRCS Conservation Cooperator, any protected information provided under this Acknowledgment must be immediately destroyed or returned to NRCS. The Conservation Cooperator must provide to NRCS written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
- The State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

### **Protected Information**

An example of the type of information prohibited by disclosure under Section 1619 includes, but is **not limited to**, the following:

- State identification and county number (where reported and where located).

be subsequently disclosed, except in accordance with the exceptions contained in Section 1619. VERMONT AGENCY OF AGRICULTURE, FOOD AND MARKETS is a "contractor or cooperator" of USDA within the meaning of Section 1619. Accordingly, the VERMONT AGENCY OF AGRICULTURE, FOOD AND MARKETS may not subsequently disclose any information protected by section 1619. By signature on this Acknowledgment, the VERMONT AGENCY OF AGRICULTURE, FOOD AND MARKETS is certifying future compliance with the statutory obligations under Section 1619. Upon execution of this Acknowledgment, NRCS may continue to provide to VERMONT AGENCY OF AGRICULTURE, FOOD AND MARKETS the protected information provided under this Contribution Agreement.

### **Responsibilities**

The VERMONT AGENCY OF AGRICULTURE, FOOD AND MARKETS (hereinafter the "Conservation Cooperator") certifies that:

- Signature on this Acknowledgment indicates acknowledgment and understanding that the Conservation Cooperator is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Conservation Cooperator will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this Acknowledgment. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The Conservation Cooperator will be held responsible should disclosure of the protected information occur.
- Signature on this Acknowledgment legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the Conservation Cooperator to comply with the provisions in Section 1619. The Conservation Cooperator must consult with NRCS prior to providing protected information to an entity or individual outside of the Conservation Cooperator and as necessary to implement the program to ensure that such release is permissible.
- The Conservation Cooperator will use the protected information only to perform work that is directly connected to provide conservation related. Use of the protected information to perform work that is not directly connected to provide conservation related services are expressly prohibited.
- The Conservation Cooperator must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information in order to provide conservation related services.

### **III. ACKNOWLEDGEMENT OF SECTION 1619 COMPLIANCE**

#### **Purpose and Background**

The purpose of this Acknowledgment of Section 1619 compliance (hereinafter "Acknowledgment") is to require acknowledgment by the VERMONT AGENCY OF AGRICULTURE, FOOD AND MARKETS of the requirements of Section 1619 of the Food, Conservation, and Energy Act of 2008 (the 2008 Farm Bill), which prohibits disclosure of certain information by the Department of Agriculture (USDA) and its cooperators. The VERMONT AGENCY OF AGRICULTURE, FOOD AND MARKETS assists NRCS in the delivery of conservation-related services (for example, services that sustain agricultural productivity, improve environmental quality, reduce soil erosion, enhance water supplies, improve water quality, increase wildlife habitat, and reduce damages caused by floods and other natural disasters) or with monitoring, assessing, or evaluating of conservation benefits from USDA conservation programs under a Contribution Agreement. Those individuals or organizations (governmental or nongovernmental) that assist NRCS with providing conservation-related services are known as NRCS Conservation Cooperators.

#### **NRCS Conservation Cooperator**

As an NRCS Conservation Cooperator, the VERMONT AGENCY OF AGRICULTURE, FOOD AND MARKETS is authorized access to otherwise-protected agricultural information. Such protected information must be strictly limited to only that information necessary for the VERMONT AGENCY OF AGRICULTURE, FOOD AND MARKETS to provide conservation related services. Disclosure to the VERMONT AGENCY OF AGRICULTURE, FOOD AND MARKETS can include receiving the protected information either 1) directly from NRCS; 2) directly from the producer or owner as part of the process required to enable a producer or owner to participate in a USDA program; or 3) in another manner with the producer's permission.

#### **Section 1619 of the 2008 Farm Bill**

Section 1619 of the Food, Conservation, and Energy Act of 2008 (Exhibit 1) (hereinafter "section 1619" provides that USDA, or any "contractor or cooperator" of USDA, "shall not disclose—(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in the programs of the Department; or (B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided." USDA may disclose protected information to a USDA cooperator when such cooperator is "providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices" if USDA determines that the protected information will not

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND  
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED  
TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**II. Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, (7 CFR 3017)**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS  
(7 CFR 3017)**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall

## **ALTERNATIVE II. (GRANTEES WHO ARE INDIVIDUALS)**

- (a) The PARTNER certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

the receipt of such notices. Notice shall include the identification number(s) of each affected agreement;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f)

B. The PARTNER may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, State, zip code)

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Check  if there are workplaces on file that are not identified here.

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the PARTNER's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The PARTNER's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for

7. If the workplace identified to the agency changes during the performance of the grant, the PARTNER shall inform the agency of the change(s), if it previously identified the workplaces in question (See paragraph 5).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Council's attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of the PARTNER directly engaged in the performance of work under a grant, including: (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the PARTNER's payroll. This definition does not include workers not on the payroll of the PARTNER (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the PARTNER's payroll; or employees of subrecipients or subcontractors in covered workplaces).

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE  
REQUIREMENTS  
(7 CFR 3017)**

**ALTERNATIVE I. (GRANTEES OTHER THAN INDIVIDUALS)**

- A. The PARTNER certifies that it will or will continue to provide a drug-free workplace by—

## ATTACHMENT A - SPECIAL PROVISIONS

The PARTNER agrees to comply with the following special provisions which are hereby attached to this agreement.

### I. Drug-Free Workplace

#### **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (7 CFR 3017)**

#### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and/or submitting this application or grant agreement, the PARTNER is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the PARTNER knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternative I applies.
4. For grantees who are individuals, Alternative II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the PARTNER does not identify the workplaces at the time of application, or upon award, if there is no application, the PARTNER must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the PARTNER's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, and performers in concert halls or radio studios).

UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

By: Vicky M. Drew

Title: State Conservationist

Date: 7-26-11

FUNDS AVAILABLE  
CE  
7/26/11

Attachment A – Special Provisions

Attachment B – Budget

Attachment C – Plan of Work



16.40 U.S.C. 101 et seq, "Reducing Text Messaging While Driving."

**Federal Cost Principles:**

Allowable project costs shall be determined in accordance with the authorizing statute, the purpose of the grant award, and, to the extent applicable, by the following Federal cost principles that are applicable to the type of organization receiving the award, regardless of tier, as are in effect on the effective date of award: (The full text for OMB Circulars may be found at <http://www.whitehouse.gov/omb/circulars/>)

1. 2 CFR 220, "Cost Principles for Institutions of Higher Education;
2. 2 CFR 225, "Cost Principles for State and Local Governments" (Including certain Indian tribal governments);
3. 2 CFR 230, "Cost Principles for Nonprofit Organizations" other than institutions of higher education; and
4. Federal Acquisition Regulations, Part 31, (<http://www.arnet.gov/far/>) "Contract Cost Principles and Procedures."

By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

**VERMONT AGENCY OF AGRICULTURE, FOOD, & MARKETS**

By: 

Title: Secretary

Date: 7-20-11

procedures set forth in 7 CFR Parts 3015 and 3019, as well as the other listed provisions below, shall apply, as determined appropriate by NRCS.

### **Administrative Provisions:**

This grant, and contracts, or other agreements at any tier under this grant, shall be governed to the extent applicable by the following provisions that are appropriate to the type of organization receiving the award, regardless of tier, as are in effect on the effective date of award and hereby incorporated by reference: (The full text for CFR references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>;

1. 2 Code of Federal Regulations (CFR) Part 25, "Universal Identifier and Central Contractor Registration"
2. 2 Code of Federal Regulations (CFR) Part 170, "Reporting Subaward and Executive Compensation Information"
3. 7 Code of Federal Regulations (CFR) Part 3011, "Availability of Information to the Public";
4. 7 Code of Federal Regulations (CFR) Part 3015, "Uniform Federal Assistance Regulations";
5. 7 CFR Part 3016, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments";
6. 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)";
7. 7 CFR Part 3018, "New Restrictions on Lobbying";
8. 7 CFR Part 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations";
9. 7 CFR 3021, "Government wide Requirements for Drug-Free Workplace (Financial Assistance);
10. 7 CFR Part 3052, "Audits of Institutions of Higher Education and Other Non-Profit Institutions";
11. 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations (OMB Circular A-110);
12. Treasury Circular 1075, Withdrawal of Cash from the Treasury for Advances under Federal and Other Programs; which are hereby incorporated by reference;
13. Section 1619 of the Food, Conservation, and Energy Act of 2008 (the 2008 Farm Bill)
14. 2 CFR 175(b), "Award Term for Trafficking in Persons"
15. Executive Order (EO) 13043, "Seat Belt Use"; and

**III. It is mutually agreed:**

- A) This agreement is effective on the date of NRCS signature for a period of three years, ending June 30, 2014.
- B) This agreement may be amended or modified by written amendment to the award through an exchange of correspondence between authorized officials of the VAAFMM and NRCS. This agreement may be terminated by any party upon sixty days notice in writing to the other parties. NRCS may terminate this agreement in whole or in part if NRCS determines that the VAAFMM has failed to comply with the terms, conditions, and provisions of this award. In the event this award is terminated for any reason, the financial obligations of the parties will be those set forth in CFR Title 7, Part 3015, Subpart N, which is incorporated by reference.
- C) The VAAFMM personnel or others performing work under this agreement are not considered federal employees and are not entitled to any federal benefits such as retirement or leave accrual.
- D) Activities performed under this agreement may involve access to confidential and potentially sensitive information about governmental and landowner issues. Confidential information means information or data of a personal nature, proprietary about an individual, or information or data submitted by or pertaining to an organization. This information shall not be disclosed without prior written consent of NRCS.

The VAAFMM personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act. The VAAFMM personnel shall also comply with privacy of personal information relating to natural resources conservation programs in accordance with Section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (PL 1070-171, 116 Stat. 235).

An employee, contractor, or consultant of NRCS having access to NRCS records that contain individually identifiable information who discloses, publicly releases, publishes, or causes to be published to any person may be fined up to \$10,000 or imprisoned for up to one year.

- E) Nothing shall be construed as obligating the parties to expend or as involving the United States in any contract or other obligation for the future payment of money in excess of appropriations authorized.
- F) Although this agreement is authorized under 7 U. S. C. 6962a and, therefore, does not fall under the provisions of the Uniform Federal Assistance Regulations at 7 CFR 3015 and 3019, for the purposes of administering this agreement, the

**II. NRCS agrees:**

A) To designate the following individual as liaison between the VAAFMM and NRCS:

	<u>Technical (Engineers)</u>	<u>Administrative</u>
Name:	Rob Allen	Pat Pickett
Address:	356 Mountain View Dr Colchester, VT 05446	356 Mountain View Dr Colchester, VT 05446
Telephone No.	802-951-6796 ext. 231	802-951-6796 ext. 224
Facsimile No.	802-951-6327	802-951-6327
Email Address:	<u>rob.allen@vt.usda.gov</u>	<u>Pat.Pickett@vt.usda.gov</u>

	<u>Technical (Technicians)</u>
Name:	Jim Wood
Address:	356 Mountain View Dr Colchester, VT 05446
Telephone No.	802-951-6796 ext. 235
Facsimile No.	802-951-6327
Email Address:	<u>jim.wood@vt.usda.gov</u>

- B) Provide \$453,279 (\$392,817 for Salary and Operating Expenses and \$60,462 for other expenses) towards the cost of the work described in this agreement and attached budget via direct deposit. *in-kind (PMP)*
- C) To provide, as needed, technical assistances as available and approved by NRCS. Provide availability to NRCS technology and technical tools to the maximum extent possible and provide quality assurance.
- D) Require that employees of NRCS shall participate in efforts under this agreement solely as representatives of the United States. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves as representatives of the recipient or any member of the recipient. They also shall not assist the recipient or any member of the recipient with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the recipient or any member of the recipient, concerning future employment and shall refrain from participation in efforts regarding such party until approved by NRCS.

**Reimbursements:**

"I certify that, to the best of my knowledge, this bill has not been previously submitted and that program accomplishments will meet planned activities under this agreement. I have examined and certify that this request is correct for payment."

**Advances:**

"I certify that to the best of my knowledge and belief, this advance is necessary to meet planned activities under this agreement. I have examined this request and certify that it is correct for payment."

- K) On a quarterly basis, due 1Q January 31; 2Q April 30; 3Q July 30; 4Q October 30 submit a Federal Financial Report form SF 425. In accordance with the Code of Federal Regulations (CFR) and OMB Circulars, final payments must be submitted with a completed SF 425 and a final project report within 90 days of project completion.
- L) Payments received under this agreement shall use the electronic funds transfer (EFT) procedures in accordance with 31 Code of Federal Regulations (CFR) 208. Grantees are required to submit a completed form SF-3881. The method of payment between the VAAF and their contractors/subgrantees shall be in accordance with the policies and procedures established by each organization, except that the contractors/subgrantees may not use the USDA OFM/NFC method to request payments. If either VAAF make advance payments to contractors/subgrantees, they shall ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds (usually 30 days). Requests for advance payment must include an itemization of anticipated expenditures or outlays for the period. Payment requests of the VAAF contractors/subgrantees shall not be sent to NRCS for review or approval.
- M) Be responsible for monitoring day-to-day project performance to ensure that project goals and performance are met, for containing costs, and for ensuring that progress is reported to NRCS in a timely manner. The NRCS liaison has technical oversight responsibilities for this agreement. Changes in plans that are seen as materially accelerating or delaying established performance schedules or resulting in costs deviations shall be reported immediately to the NRCS liaison identified in this agreement. Failure to provide notification of problems that could impact schedules or costs or failure to report performance in a timely manner will be considered performance deficiencies.

VAAFM

**Name:** Laura DiPietro  
**Title:** ARMS Deputy Director  
**Address:** 116 State Street  
Montpelier, VT 05620

**Telephone:** 802-828-1289  
**Email:** [laura.dipietro@state.vt.us](mailto:laura.dipietro@state.vt.us)

- H) To work with and recognize NRCS in any public or legislative outreach deemed appropriate for aiding citizens in understanding the use of public funds and natural resources conservation benefits derived as a result of this cooperative effort.
- I) Ensure employees have met all of the qualifications to perform the technical services required by this agreement; including:
- i. Compliance with all applicable Federal, State, Tribal, and local laws and requirements;
  - ii. Meet applicable NRCS standards, specifications, and program requirements;
  - iii. Be consistent with the conservation program goals and objectives in the agreement;
  - iv. Incorporate, where appropriate, low-cost alternatives that address the resource issues and meet the objectives of both the program and program participants for which assistance is provided.
  - v. Have been previously cleared to use the USDA network.
- J) To complete and submit monthly form SF-270, Request for Advance or Reimbursement, with documentation to support reimbursement for work completed, and signed by the NRCS. The documentation will summarize cost for personnel, materials, and equipment, showing type of worker, materials, equipment, hours, and hourly rate. These billings will be sent to the NRCS liaison shown in this agreement.

Include a monthly written report of accomplishments under this agreement, identifying the number of agricultural land owners and number and type of conservation practices completed.

Advance payments may be made available for anticipated cost limited to those expected for the next 30 day calendar period. In the event an advance of funds is requested, submit a completed SF 270, with a certification that the funds requested are necessary to meet planned activities and will be utilized within 30 calendar days, and include a plan of anticipated expenditures or outlays for that period. The SF-270 must be certified by the NRCS with one of the following statements before the request is forwarded for processing:

## I. VAAFMM:

- A) To provide staff support to achieve the following deliverables:  
See Attachment C – Plan of Work
- B) That staff implementing this agreement will be members of the Lake Champlain Water Quality SWAT team. All SWAT team members will coordinate with the local NRCS District Conservationist or his/her designee on a weekly basis to review and discuss delivery of technical assistance to achieve practice implementation (where needed, landowner contact information, review of practice standards, etc.), as well as report on activities of previous week. For the purposes of this agreement, the local NRCS District Conservationist is housed in the St. Albans, Williston, and Rutland USDA Service Centers.
- C) That delivery of technical assistance will follow NRCS processes and procedures. All engineering designs will meet conservation practice standards as described in the VT Field Office Technical Guide and installation will be according to VT Construction and Material Specifications. These documents are located at  
[http://efotg.sc.egov.usda.gov/efotg\\_locator.aspx?map=VT](http://efotg.sc.egov.usda.gov/efotg_locator.aspx?map=VT)
- D) To provide \$151,666 towards the cost of this initiative (see Attachment B – Budget).
- E) To submit an accrual report to NRCS by the 11th day of the month before close of the Federal fiscal year quarter. (Accrual reports will be submitted by March 11<sup>th</sup>, June 11<sup>th</sup>, September 11<sup>th</sup>, and December 11<sup>th</sup> to Carol Vartuli, Budget Officer. NRCS will send the accrual request and instructions to the VAAFMM liaison named in this agreement to be completed, signed, and returned to NRCS.
- F) The VAAFMM's DUNS Number is 80-9376718. They are registered in the Central Contractor Register (CCR) in accordance with 2 CFR 25.
- G) To designate the following individuals as liaisons between the VAAFMM, VCAD and NRCS:

DUPLICATE  
ORIGINAL

AGREEMENT NO: 68-50-11-NE-03

**CONTRIBUTION AGREEMENT**  
Between the  
**VERMONT AGENCY OF AGRICULTURE, FOODS, AND MARKETS,**  
and the  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**NATURAL RESOURCES CONSERVATION SERVICE**

**THIS AGREEMENT** is entered into between the Vermont Agency of Agriculture, Foods, and Markets, hereinafter called "VAAFMM", and the Natural Resources Conservation Service of the United States Department of Agriculture, hereinafter called "NRCS".

**Authority:** 7 U.S.C. 6962a, Environmental Quality Incentives Program (EQIP), 16 U.S.C. 3839aa-3839aa-9, 3841, 7 CFR Part 1466 (CFDA 10.912).

**Purpose:** The purpose of this agreement is to join into a partnership that will assist in delivering engineering and increased technical assistance to agricultural producers in the Lake Champlain Basin to reduce phosphorus loading and resulting adverse impacts to water quality in Lake Champlain.

This agreement develops a cooperative undertaking between the VAAFMM and NRCS to fund two engineers (one in St. Albans and one in Middlebury) and two cartographic technicians (one in St. Albans and one in Rutland). The cartographic technicians are intended to assist field office staff primarily with Customer Service Toolkit (CST) and associated tools in ARCGIS following Vermont NRCS guidance and protocols with the expectation that they would help free-up experienced field office staff thereby allowing them to spend more time in the field assisting clients to plan and implement various conservation practices. Engineering work will be done jointly in NRCS's and VAAFMMs' contracts with 50% of the work in Best Management Practices (BMP) contracts and 50% of the work in Environmental Quality Incentive Program (EQIP). The primary purpose of this agreement is to improve and accelerate technical assistance to landowners that will directly result in increased rates of conservation practice implementation.

**Mutual Benefit:** The VAAFMM and NRCS have a common objective to reduce soil erosion and protect top soil; to help bring about the conservation, development and wise use of land, water, and related resources. The results of this effort will strengthen, increase, and encourage the voluntary approach and participation of private landowners required to successfully implement partner programs.



<b>STATE OF VERMONT</b> <b>FINANCE &amp; MANAGEMENT GRANT REVIEW FORM</b>		