



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: James Reardon, Commissioner of Finance & Management
From: Nathan Lavery, Fiscal Analyst
Date: October 17, 2011
Subject: JFO #2523

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

JFO #2523 — \$299,483 grant from the U.S. Department of Agriculture (USDA) to the Vermont Department of Forests, Parks & Recreation. These funds will be used to assist private land owners across Vermont in managing land for improved forest health and productivity. This effort will be part of a partnership with the USDA's Natural Resources Conservation Service. This request includes establishment of two limited service positions.

[JFO received 9/15/11]

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

cc: Michael Snyder, Commissioner



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee Members
From: Nathan Lavery, Fiscal Analyst
Date: September 15, 2011
Subject: Position Requests

Enclosed please find one (1) grant request that the Joint Fiscal Office has received from the administration. Two (2) limited service positions are associated with this request.

JFO #2523 — \$299,483 grant from the U.S. Department of Agriculture (USDA) to the Vermont Department of Forests, Parks & Recreation. These funds will be used to assist private land owners across Vermont in managing land for improved forest health and productivity. This effort will be part of a partnership with the USDA's Natural Resources Conservation Service. This request includes establishment of two limited service positions.

[JFO received 9/15/11]

Please review the enclosed materials and notify the Joint Fiscal Office (Nathan Lavery at (802) 828-1488; nlavery@leg.state.vt.us) if you have questions or would like an item held for Joint Fiscal Committee review. Unless we hear from you to the contrary by September 29 we will assume that you agree to consider as final the Governor's acceptance of these requests.

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

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

Agency of Administration

JPO 2523

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

Grant Summary:		Grant is for a partnership with the USDA Natural Resources Conservation Service for forestry technical assistance to landowners.			
Date:		9/7/2011			
Department:		ANR FPR			
Legal Title of Grant:		Wildlife Habitat Incentive Program			
Federal Catalog #:		10.914			
Grant/Donor Name and Address:		Natural Resources Conservation Service of the USDA, 365 Mtn. View Drive, Colchester, VT 05452			
Grant Period:		From:	To:		
		7/28/2011	7/31/2014		
Grant/Donation		\$299,483			
	SFY 1	SFY 2	SFY 3	Total	Comments
Grant Amount:	\$59,896	\$119,793	\$119,793	\$299,483	(Total rounded)
Position Information:		# Positions	Explanation/Comments		
		2	2 Forester I Limited Service - See attached Position Request Form.		
Additional Comments:					
Department of Finance & Management				<i>[Signature]</i> 9/8/11	(Initial)
Secretary of Administration				<i>[Signature]</i> 9/9/11	(Initial)
Sent To Joint Fiscal Office				9/12/11	Date



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

BASIC GRANT INFORMATION				
1. Agency:	Natural Resources			
2. Department:	Forests, Parks & Recreation			
3. Program:	Forestry - Private Landowner Outreach to Promote Conservation			
4. Legal Title of Grant:	Wildlife Habitat Incentive Program (WHIP)			
5. Federal Catalog #:	10.914			
6. Grant/Donor Name and Address:	Natural Resources Conservation Service of the United States Department of Agriculture, 365 Mountain View Drive, Colchester, VT 05452			
7. Grant Period:	From:	7/28/2011	To:	7/31/2014
8. Purpose of Grant:	The purpose of this grant is to join into a partnership that will assist in delivering forestry and technical assistance to private land owners across Vermont to promote exemplary forest stewardship among private landowners by assisting with the management of their forest land to improve forest health and productivity, wildlife habitat and water quality. This grant will result in increased rates on conservation practice implementation.			
9. Impact on existing program if grant is not Accepted:	Inability to provide increased forestry and technical assistance to private landowners.			
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 12	FY 13	FY 14	
Personal Services	\$71,142	\$142,284	\$142,284	
Operating Expenses	\$12,915	\$25,831	\$25,831	
Grants	\$0	\$0	\$0	
Total	\$84,057	\$168,115	\$168,115	
Revenues:				
State Funds:	\$26,561	\$47,122	\$47,122	
Cash	\$6,138	\$6,277	\$6,277	
In-Kind	\$20,422	\$40,844	\$40,844	
Federal Funds:	\$59,896	\$119,793	\$119,793	
(Direct Costs)	\$59,896	\$119,793	\$119,793	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$0	\$0	\$0	
Grant (source)	\$	\$	\$	
Total	\$86,457	\$166,915	\$166,915	
Appropriation No:	6130020000	Amount:	\$420,289	
			\$	
			\$	
			\$	
			\$	



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

		\$
		\$
	Total	\$420,289

PERSONAL SERVICE INFORMATION

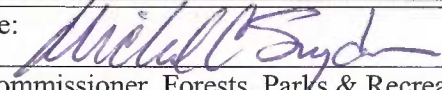
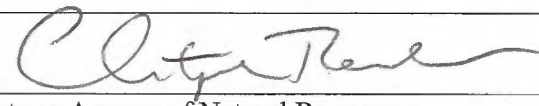
11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

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

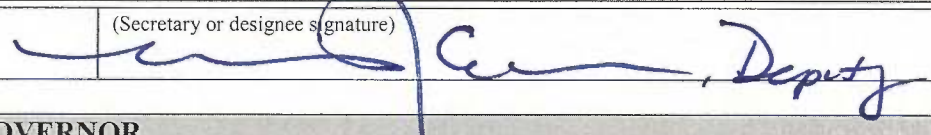
12. Limited Service Position Information:	# Positions	Title
	2	Forester I
Total Positions	2	

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


13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature: 	Date: 8/9/11
	Title: Commissioner, Forests, Parks & Recreation	
	Signature: 	Date: 8/11/11
	Title: Secretary, Agency of Natural Resources DEPUTY	

14. SECRETARY OF ADMINISTRATION

<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature)  Deputy	Date: 09/09/11
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15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/> Accepted		
<input type="checkbox"/> Rejected	(Governor's signature) 	Date: 9/1/12

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

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

End Form AA-1

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

**DUPLICATE
ORIGINAL**

AGREEMENT NO: 68-50-11-NE-02

**CONTRIBUTION AGREEMENT
Between the
VERMONT DEPARTMENT OF FORESTS, PARKS AND RECREATION and
the
NATURAL RESOURCES CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE**

THIS AGREEMENT is entered into between the Vermont Department of Forests, Parks and Recreation hereinafter called "VTFPR" and the Natural Resources Conservation Service of the United States Department of Agriculture, hereinafter called "NRCS".

Authority: 7 U.S.C. 6962a, Contribution Agreements, Wildlife Habitat Incentive Program (WHIP), 16 U.S.C. 3839bb-1, 7 CFR part 636 (CFDA 10.914) and Environmental Quality Incentives Program (EQIP), 16 U.S.C, 3839aa-3939aa-9, 3841, 7 CFR Part 1466 (CFDA 10.912). *1175T*

Purpose:

The purpose of this agreement is to join into a partnership that will assist in delivering forestry and technical assistance to private land owners across Vermont to promote exemplary forest stewardship among private landowners by assisting with the management of their forest land to improve forest health and productivity, wildlife habitat and water quality.

This agreement develops a cooperative undertaking between the VTFPR and NRCS to hire two foresters. The primary purpose of this agreement is to improve and accelerate forestry technical assistance to landowners that will directly result in increased rates of conservation practice implementation.

Mutual Benefit: The VTFPR and NRCS have a common objective to improve forest health and productivity, wildlife habitat, to reduce soil erosion, promote forest stewardship, and to help bring about the conservation and wise use of soil, water, and other related forest resources.

The results of this effort will strengthen, increase, and encourage the voluntary approach and participation of private landowners required to successfully implement USDA and state programs administered by NRCS and the state of Vermont, respectively.

I. VTFPR agrees:

A) They will hire two foresters to achieve the following deliverables:

Work with 150 private forest landowners over the course of this agreement. This should lead to the approximate implementation of the following practices:

- Access Road (560) – 1,500 feet
- Early Successional Habitat Mgt.(647) – 2,500 acres
- Fish Passage (396) – 10 miles (of habitat no longer fragmented)
- Forest Stand Improvement (666) – 3,500 acres
- Forest Trails and Landings (655) – 45 acres (~200,000 ft. or 46 miles)
- Brush Management (314) and/or Herbaceous Weed Control (315) – 3,000 acres
- Tree/Shrub Establishment (612) – 30 acres
- Tree/Shrub Pruning (660) – 740 acres
- Upland Habitat Mgt (645) – 800 acres

B) Staff implementing this agreement will be members of the NE/NY Forestry Strategic Watershed Action Team (SWAT). All SWAT team members will coordinate with the local NRCS District Conservationist or his/her designee on a bi-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 weeks. For the purposes of this agreement, the NRCS District Conservationists are housed in the Williston, Rutland, St. Albans, and Newport, Vermont USDA Service Centers. See the 'Contact Us' tab on the Vermont NRCS Web Page for Zone and County organization (<http://www.vt.nrcs.usda.gov/contact>).

C) The delivery of technical assistance will follow National and Vermont NRCS processes and procedures (Attachment C Work Protocol). Practices implemented will also follow all Vermont NRCS practice policies located in the Program Handbooks. It is expected that technical issues and/or questions having to do with planning and implementation of NRCS practices will be directed to the NRCS Forester named below.

D) A quarterly written report will be provided including a list of accomplishments under this agreement, identifying the number of forest landowners receiving assistance and number and type of conservation

practices completed. This will include planned and completed practices coordinated through local field office staff.

- 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 11th, June 11th, September 11th, and December 11th to the NRCS Contracting Officer. NRCS will send the accrual request and instructions to the VTFPR liaison named in this agreement to be completed, signed, and returned to NRCS.
- F) Provide \$120,806 (\$71,027 salary and travel, and \$49,779 support services) towards the cost of this initiative (see Attachment B – Budget).
- G) VTFPR's DUNS Number is _809376338 and is registered in the Central Contractor Register (CCR) in accordance with 2 CFR 25.
- H) To designate the following individual as liaison between the VTFPR and NRCS:

Name: Steven J. Sinclair
Title: Director of Forests/State Forester
Address: Vermont Department of Forests, Parks and Recreation
103 South Main Street, Bldg 10 South
Waterbury, VT 05671-0601
Phone: 802-241-3680 (Office)
Fax: 802-233-7541 (Cell)
email: steve.sinclair@state.vt.us
- I) 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.
- J) Ensure employees have met all of the qualifications to perform the technical services required by this agreement; including:
 - 1. Compliance with all applicable Federal, State, Tribal, and local laws and requirements;
 - 2. Meet applicable NRCS standards, specifications, and program requirements;
 - 3. Be consistent with the conservation program goals and objectives in the agreement;
 - 4. 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.
 - 5. Have been previously cleared to use the USDA network.

- K) 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 quarterly written report of accomplishments under this agreement, identifying the number of forest 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:

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."

- L) On a quarterly basis (October 30, January 31, April 30, and July 30) the VTFPR will 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.
- M) 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 VTFPR and its contractors/subgrantees shall be in accordance with the policies and procedures established by the VTFPR, except that the contractors/subgrantees may not use the USDA OFM/NFC method to

request payments. If the VTFPR makes advance payments to contractors/subgrantees, it 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 VTFPR contractors/subgrantees shall not be sent to NRCS for review or approval.

- N) 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.

II. NRCS agrees:

- A) To designate the following individuals as liaison between the VTFPR and NRCS:

Administrative:

Name: Jim Wood
Title: State Resource Conservationist
Address: USDA Natural Resources Conservation Service
356 Mountain View Drive, Colchester, VT 05452
Phone: 802-951-6796 ext 235
802-802-951-6237
email: jim.wood@vt.usda.gov

Technical:

Name: George Tucker
Title: Resource Conservationist - Forester
Address: USDA Natural Resources Conservation Service
68 Catamount Park, Suite B
Middlebury, VT 05753
Phone: 802-388-6748
Fax: 802-802-388-3709 x21
email: george.tucker@vt.usda.gov

- B) Provide \$299,483 (\$284,683 salary and \$14,800 other expenses) towards the cost of the work described in this agreement via direct deposit (see Attachment B – Budget).
- C) To provide technical and farm bill training and assistances as approved by NRCS. Provide availability to NRCS technology and technical tools to the maximum extent possible and provide quality assurance.
- D) Complete a quality review of work performed under this agreement on a quarterly basis, or as needed, to be determined by NRCS. This will consist of reviewing plans and implemented practices to assure standards and specifications were followed and to assure proper reporting.
- E) 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 the Agency.

III. It is mutually agreed:

- A) This agreement is effective on the date of NRCS signature for a period of three years, through July 31, 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 VTFPR and NRCS. This agreement may be terminated by either 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 VTFPR 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 VTFPR 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 VTFPR 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 VTFPR 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 that 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 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
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 DEPARTMENT OF FORESTS, PARKS AND RECREATION

By: *Michael Byden*
Title: *Commissioner, FPR*
Date: *7/25/11*

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

By: *Vickym. Drew*
Title: State Conservationist
Date: *7/28/11*

FUNDS AVAILABLE
1175T50 SWT
BOC 2550
284683
7/28/11

- Attachment A – Special Provisions
- Attachment B – Budget
- Attachment C – Work Protocol

**Attachment B – Detailed Budget
(Projected expenses through 07/31/2014)**

	NRCS	VTFPR	Total Project	
Salary (2 Positions)	\$280,833	\$61,027	\$341,860	
Travel	\$3,850	\$10,000	\$13,850	
Office Space - Barre	\$0	\$12,500	\$12,500	
Office Space - RUTLAND		\$16,825	\$16,825	
Computers		\$3,000	\$3,000	
Clerical Support - Essex		\$12,955	\$12,955	
Clerical Support - Rutland		\$2,000	\$2,000	
Supplies		\$2,500	\$2,500	
Subtotal Support Services		\$49,779	\$49,779	
Vehicles	\$14,800	\$0	\$14,800	<i>NRCS (non-cash) In-kind contribution</i>
Total	\$299,483	\$120,806	\$420,289	
% of project	71%	29%		

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 28, 2011

Steve Sinclair
Director of Forests
Department of Forests, Parks and Recreation
103 South Main Street, 10 South
Waterbury, VT 05671-0602

Dear Steve:

I am happy to approve your written request for a waiver to the 50 percent requirement for entering into a Contribution Agreement to support two positions on the Strategic Watershed Action Team (SWAT). This approval requires the Vermont Department of Forests, Parks and Recreation (VTFPR) to provide a minimum of 25 percent cash contribution toward the total cost of these positions and the budget shows your contribution at 29 percent.

Should VTFPR 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 black ink that reads "Vicky M. Drew".

VICKY M. DREW
State Conservationist

cc:

Jim Wood, NRCS, Colchester, VT

Helping People Help the Land

An Equal Opportunity Provider and Employer



Summary of Major Work Items for VTFPR

- Site visits with NRCS field office employees to look at EQIP forestry pool and WHIP Forestry Initiative applications. This includes the review of the applicants existing forest management plan to determine applicability of potential practices.
- Provide input on the eligibility and applicability of practices on the applicant's property and assist in the development of the conservation plan.
- Design practices including the development of Job sheets, Invasive Control Plans, etc.
- Meet/Coordinate with contractors, foresters, and landowners prior to installation of practices to ensure that the practice will be completed to the required specifications.
- Layout and mark practices (forest roads, forest stand improvement, patch cuts, etc.) prior to installation which may include flagging the perimeter of practice areas or flagging where waterbars will be constructed. This will not include the tree marking portion of the forest stand improvement (thinning) projects where timber is the primary objective. It is expected that the consulting forester who made the prescription mark the trees to remove.
- Visit sites during practice implementation to ensure that the practices are being completed according to specifications.
- Check out and certify that practices were completed to the required standards and specifications. Include pictures, maps and GPS data.
 - Practice Certification using the NRCS Conservation Practice Certification Form
- As needed, act as a liaison between the NRCS field staff and the county foresters.
- Status Reviews - Complete annual status reviews with program participants to discuss past practices, current practices and practices that are behind schedule. Work actively with participants to get practices installed in a timely manner and on schedule.
- Provide program outreach at landowner meetings and trainings (VT Coverts, Forestry Workshops etc...). In some cases this may include being a presenter at specific trainings or workshops.
- Major workload Conservation Practices include:
 - Forest Trails and Landings
 - Forest Stand Improvement
 - Early Successional Habitat Management
 - Upland Wildlife Habitat Management
 - Brush Management and Herbaceous Weed Control
 - Development of Invasive Plant Control Plans

**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: Natural Resources/Forests, Parks & Recreation Date: 8/22/2011

Name and Phone (of the person completing this request): Sarah Clark, 241-3646

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):

Natural Resources Conservation Service of the United States Department of Agriculture
Wildlife Habitat Incentive Program (WHIP)

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>
Forester I	2	Forestry	7/28/2011 - 7/31/2014

*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 purpose of this grant is to join into a partnership that will assist in delivering forestry and technical assistance to private land owners across Vermont to promote exemplary forest stewardship among private landowners by assisting with the management of their forest land to improve forest health and productivity, wildlife habitat and water quality. The positions requested will perform the outreach funded by the grant.

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)).

Michael Boyd 8/23/11
Signature of Agency or Department Head Date

Molly Paul 8/24/11
Approved/Denied by Department of Human Resources Date

Jim Rush 9/8/11
Approved/Denied by Finance and Management Date

[Signature] 09/09/11
Approved/Denied by Secretary of Administration Date

Comments:

9/7/11

REC'D AUG 30 2011



Department of Human Resources

Agency of Administration

Job Specifications

FORESTER I

Job Code: 310100

Pay Plan: Classified

Pay Grade: 21

Occupational Category: Life, Physical & Social Science

Effective Date: 03/11/2001

Class Definition: Forestry work at an entry level for the Department of Forests, Parks, and Recreation. Duties involve professional forestry work on private and public lands, the application of environmental sciences to analyze, review, prepare and implement forestry policies, management plans, and stewardship activities, and the application of technical and scientific data in a variety of department regulatory, non-regulatory, and state and federal programs. Foresters provide professional forestry advice, technical assistance and conservation education to the public. Foresters assist in forest health research and protection projects, manage & conserve forest ecosystems, produce renewable timber resources, create wildlife habitat, protect water quality, map forest resources, manage urban forests, cooperate with user groups and manage recreational opportunities on public lands. Some positions in the class may supervise classified, temporary, or contractual employees at a lower level on a project basis. Work is performed under the direct supervision of a higher-level forester, or administrative superior.

Examples of Work: Assists in conducting recreation projects, timber sales, wildlife habitat improvement, road projects, mapping and inventory on public lands; monitoring and reporting on conservation easements and preparing licenses and special permits on public lands; and writing, information gathering, development, and implementation of long-term management plans on public lands. Assists the county forester in providing professional and technical assistance to landowners, the general public, timber harvesters, and other resource professionals; reviewing proposed forest management plans and plan activities on private lands for compliance with state & federal programs; and in developing, presenting, and distributing informational and educational programs and materials. Assists in research, collection and analysis of forest health and other natural resource data; investigating logging operations on private land for compliance with state statutes, regulations, and rules; occasionally assists in forest fire suppression and other forest protection programs. Assists in entering information into computers, maintaining databases, and drafting reports. Works with GPS units and GIS software to produce maps. Performs related duties as required.

Environmental Factors: Duties are performed more than half the time in a field setting; involving exposure to all types of weather conditions. Strength and agility are needed in traversing steep and rough terrain. A valid motor vehicle operator's license is required. Some work outside of regular working hours may be required. Strong and conflicting public opinions may be encountered, particularly in the regulatory programs.

Minimum Qualifications

Knowledge, Skills and Abilities: Working knowledge of forestry or natural resource sciences.

Working knowledge of forest management or natural resource management methods and applications.

Working knowledge of the basic principles of forest ecology.

Working knowledge of Forest recreation issues and concerns.

Knowledge of forest entomology and pathology.

Knowledge of the applications of wildlife management.

Knowledge of planning principles and procedures.

Skill in the application of Geographic Information Systems software and other mapping tools including Global Positioning Systems.

Skills in computer application in data management and program planning.

Awareness of the basic issues of urban and community forestry.

Awareness of the procedures of forest fire, insect and disease control.

Ability to formulate and implement forest management recommendations.

Ability to communicate effectively both orally and in writing.

Ability to establish and maintain effective working relationships.

Ability to plan, gather, administer and analyze natural resources inventory data.

Ability to use basic computer software.

Ability to understand and interpret complex and technical information.

Education and Experience: Education: Bachelor's degree in forestry or a natural resource field.

Experience: None.

Special Requirements: n/a

ATTACHMENT A - SPECIAL PROVISIONS

The VTFPR 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 VTFPR 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 VTFPR 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 VTFPR does not identify the workplaces at the time of application, or upon award, if there is no application, the VTFPR 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 VTFPR'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).
7. If the workplace identified to the agency changes during the performance of the grant, the VTFPR 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 VTFPR 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 VTFPR's payroll. This definition does not include workers not on the payroll of the VTFPR (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the VTFPR'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 VTFPR certifies that it will or will continue to provide a drug-free workplace by—
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the VTFPR'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 VTFPR'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 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 VTFPR 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)
Barre District Office, 5 Perry Street, Suite 20, Barre, VT 05641

Rutland District Office, 271 North Main Street, Suite 215, Rutland, VT 05701

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

ALTERNATIVE II. (GRANTEES WHO ARE INDIVIDUALS)

- (a) The VTFPR 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.

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 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.

**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.

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 DEPARTMENT OF FORESTS, PARKS AND RECREATION 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 DEPARTMENT OF FORESTS, PARKS AND RECREATION 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 DEPARTMENT OF FORESTS, PARKS AND RECREATION is authorized access to otherwise-protected agricultural information. Such protected information must be strictly limited to only that information necessary for the VERMONT DEPARTMENT OF FORESTS, PARKS AND RECREATION to provide conservation related services. Disclosure to the VERMONT DEPARTMENT OF FORESTS, PARKS AND RECREATION 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 be subsequently disclosed, except in accordance with the exceptions contained in Section 1619. VERMONT DEPARTMENT OF FORESTS, PARKS AND RECREATION is a "contractor or cooperator" of USDA within the meaning of Section 1619. Accordingly, the VERMONT DEPARTMENT OF FORESTS, PARKS AND RECREATION may not subsequently disclose any information protected by section 1619. By signature on this Acknowledgment, the VERMONT DEPARTMENT OF FORESTS, PARKS AND RECREATION is certifying future compliance with the statutory obligations under Section 1619. Upon execution of this Acknowledgment, NRCS may continue to provide to VERMONT DEPARTMENT OF FORESTS, PARKS AND RECREATION the protected information provided under this Contribution Agreement.

Responsibilities

The VERMONT DEPARTMENT OF FORESTS, PARKS AND RECREATION (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 is 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.

- 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).
- 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


[Signature Block for the NRCS Conservation Cooperator]

Executed this 4 day of August, 2011

** When signature is made on behalf of an organization, this must be an official within the organization with the authority to legally bind the entire organization to comply with the provisions in Section 1619. Remove this text from the final Acknowledgment.*

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 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 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 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

**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 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 actions 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.
- 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 Contract'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.
 - 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 Contractor's minority and female workforce participation; makes a good faith effort to meet its individual goals and timetables, and can 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.
- 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 sub-agreement.

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 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.

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.

- (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.fsrs.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 DATE, the obligation must be reported by no later than DATE.)

(c) What to Report

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

(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 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 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 VTFPR 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

**Work Protocol
For the Vermont Department of Forests, Parks and Recreation/ NRCS
May 2011**

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Contact between Customers and NRCS/VTFPR

The Vermont Department of Forests Parks and Recreation, hereafter the VTFPR, staff will work directly with the District Conservationists (DCs) or other NRCS field office contact to review the status of current EQIP and WHIP applicants or projects. Work items and priorities will be set for each zone by the District Conservationists. The DCs or field office contact will need to manage the workload between VTFPR and the Vermont Fish and Wildlife Department. In some cases, there may be joint site visits with VTFWD and VTFPR (and NRCS) but in most cases, to maintain efficiencies, workload should be distributed based upon the anticipated need. For instance, where an applicant has applied to implement some Timber Stand Improvement (TSI) or thinning but also has some apple trees for release, it is expected that FPR would be the lead. Conversely, where the bulk of the practice and interest on the property is for wildlife habitat improvement, VTFWD would be the expected lead. In cases where it is unclear who should take the lead on a specific project, VTFPR shall take lead.

The NRCS field office contact will communicate to VTFPR staff about status of EQIP and WHIP applicants, to schedule joint site visits and coordinate the planning process for forestry or wildlife habitat plans. The DC or field office contact will make copies of the customer's EQIP or WHIP plan, including practice narratives and schedule of operations, and a map (not a photocopy) where follow up by VTFPR is necessary. The contract schedule of operations AD-1155 will be printed out of Protracts for VTFPR by the field office where necessary. This will facilitate follow up visits by VTFPR for practice certifications and status reviews. Contract documents that contain personal financial information (e.g. SSN or bank routing numbers) will not be provided to VTFPR.

VTFPR will service existing projects and customers by completing practice certifications and status reviews. VTFPR will also assist with the initial planning. This is the initial work completed prior to a customer's approval for an EQIP or WHIP contract.

VTFPR will follow the same personal privacy rules applicable to USDA NRCS and is required to acknowledge 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.

VTFPR may give applications to customers but they will not accept applications. VTFPR should direct customers to visit the NRCS field office to turn in and complete all necessary paperwork including the AD-1026 conservation (wetlands

and HEL) compliance form. This may require an appointment with NRCS and/or Farm Service Agency (FSA).

Once an application is received for EQIP or WHIP, the DC or field office contact will contact the customer by phone or in person to explain that NRCS has entered into an agreement with the VTFPR (or VTFWD) to provide technical assistance in planning and application of forestry and wildlife habitat practices associated with Farm Bill programs. The participant will have the option of working only with NRCS or with both NRCS and VTFPR (and/or VTFWD). If they agree to working with both NRCS and VTFPR, NRCS will schedule a joint (NRCS and VTFPR) site visit for pre planning and ranking with the customer. In some cases, it will be more efficient or effective for NRCS to continue providing technical assistance in application and status reviews. For instance, there may be continued work with the customers in other programs that would require frequent visits from NRCS field office personnel. This analysis of workload will be conducted by the DC and then communicated to the VTFPR staff.

Communication between NRCS and VTFPR

NRCS and VTFPR will communicate and coordinate current status of projects, site visits and other work items on a weekly or bi-weekly basis depending on EQIP or WHIP program workload. This will be done in person, over the phone, or by email. VTFPR will provide a weekly site visit schedule to all field offices so that they are aware of current work with their County or District customers.

Copies of all written correspondences relating to the EQIP or WHIP plans and contracts from VTFPR to customers will be provided to the District Conservationist.

First Official Site Visit - Initial plan development and ranking

Once an application has been received, NRCS and VTFPR staff will coordinate the first official, joint site visit to meet with the landowner and determine objectives, inventory resources, develop a plan and complete the ranking of the project. NRCS alone is responsible for completing the ranking. VTFPR's role is to provide technical expertise and assistance in interpretation of the forest plan, provide suggestions on rankings, and in developing the plan to implement forest practices.

The VTFPR staff may also coordinate consultation with specialists within Agency of Natural Resources (ANR) (e.g. fisheries or wildlife biologists, river scientists, wetlands, state lands or county foresters) or the US Fish and Wildlife Service (USFWS) to provide recommendations during WHIP or EQIP planning (prior to program approval). These specialists will be involved on more difficult or unusual

projects that require additional input and expertise (e.g. Aquatic Organism Passage or AOP).

Plan Development Process

NRCS is responsible for utilizing Customer Service Toolkit to capture the specifics of the conservation practices in the plan and develop the final Conservation Plan map. VTFPR will provide specific planning information and recommendations in writing. VTFPR will document resource information, concerns and plan recommendations using the Vermont Resource Inventory CPA-52 Workbook where the primary objective is forestry. Specifically the Forestry/Wildlife Interview Form will be completed along with site pictures and maps showing locations of proposed practices and extents. Where Fish and wildlife is a primary objective, the Fish and Wildlife Habitat Plan template will be completed. This will be provided to the landowner together with the toolkit plan. These work items and responsible parties will be established at the local field office by the District Conservationist or designee. Any necessary information from the VTFPR will be incorporated into the toolkit practice narratives where necessary. This shall also include additional considerations that may go beyond the requirements of the specific practice standard. In addition, VTFPR will provide GIS information about the project such as practice location and extents where necessary and requested by the District Conservationist.

VTFPR will submit written information electronically (e.g. email) to the local NRCS District Conservationist or designee. VTFPR will provide ArcMap shapefiles, in the State Plane Meter projection (NAD 1983), of practices or land units that can be incorporated into the customer's conservation plan database. VTFPR will zip all associated shapefile files (.shp, .shx, .dbf, .sbn, sbx, and .prj) where available and email to the appropriate contact person in the field office. NRCS will store these shapefiles in the 'Resource_Maps' folder under the individual customer's 'My Customer Files Toolkit' folder on the C:\ drive.

NRCS may share planned land units where necessary to assist VTFPR in planning forestry and wildlife habitat practices. Shapefile copies of planned land unit geodatabases will be generated when sharing GIS data with VTFPR is necessary for planning purposes. NRCS should follow guidance from VT NRCS Toolkit Help Document #3 'Export Shapefiles when creating shapefiles from the planned land units' layer in ArcMap (geodatabase). Resource inventory or other shapefiles may be shared where appropriate for developing the forestry or habitat plans. Shapefiles will be zipped and sent via email to VTFPR contacts.

Practice Implementation

The VTFPR staff will contact and visit the landowner to review the customer's plan. A practice job sheet (may be developed by VTFPR or NRCS) will be developed for practices scheduled for the current year and into the future where available. When a job sheet is not available, similar practice implementation information will be provided to the landowner. The job sheet shall be reviewed with the customer and a copy shall be provided to them. The conservation practice job sheets provide detailed guidance on the application of the practice, and contain worksheets that can be used to document the practice plan and design for a specific site. These are the customer's instructions. The VTFPR staff will give additional, detailed written recommendations on how to best implement the practice, within the requirements of the practice standard, to provide optimum forest management or wildlife habitat.

The VTFPR staff may need to meet with the landowner or contractor who will complete the work, depending on the complexity or oversight required by the practice. Often, the landowner may only need a little instruction but sometimes they will need much more. The VTFPR role is to be sure that the practice will be implemented correctly so that the practice will be a success. This will require good communication and understanding of the landowner's abilities as well as the technical components of the practice. It is important that the landowner is given good instruction so that they have a clear understanding of the purpose of the practice.

Site design and layout are also critical to the success of the practices. This may include marking out areas where the practice is to be installed and marking certain habitat elements for retention. An example is a patch cut or forest stand improvement thinning area where the cut boundaries, snags, nest trees and or desirable tree or shrub species will need to be flagged for retention. This may also include helping the landowner identify important plant species on their property so that they are retained and encouraged. Helping the landowner identify and flag non-native invasive plant species for control will be a common task on many properties in Vermont. In some cases, depending on the landowner, site and or practice, it will be necessary for VTFPR or NRCS to oversee practice implementation. While generally these are the more complex (either construction or very technical) practices, there may be occasions where seemingly simple practices will need oversight due to the abilities of the landowner. This will be left to the discretion of the VTFPR and NRCS.

Conservation Practice Standards and Jobsheets

http://www.vt.nrcs.usda.gov/technical/Conservation_Practices/Index.html

Federal Resource Protection Laws/Cultural Resources Requirements

NRCS retains responsibility for all decision-making and consultation required of Federal agencies related to compliance with several resources protection laws, including but not limited to the National Historic Preservation Act (NHPA), the Endangered Species Act (ESA), and the National Environmental Policy Act (NEPA).

NRCS field office planners will be responsible for cultural resources identification and evaluation during the initial planning process. The VTFPR will be responsible for ensuring that all identified cultural resources will be protected during project implementation in which they are involved.

NHPA

The VTFPR staff shall work with the NRCS State Cultural Resources Coordinator and/or Specialist (CRC/CRS) to ensure that NRCS is in compliance with Section 106 of the National Historic Preservation Act, as implemented by the Advisory Council on Historic Preservation's regulations at 36 CFR Part 800. To this end, the NRCS CRC/CRS, during the earliest phases of the project planning process shall fully identify and evaluate cultural resources that are in the project's area of potential effect and provide documentation that meets the Secretary of Interior's Standards and Guidelines for Historic Preservation. The VTFPR staff shall work with the State CRC/CRS to ensure that all identified cultural resources are protected during project implementation. That is, all National Register listed or eligible cultural resources must be appropriately avoided or treated by NRCS in accordance with NRCS policy and procedure requirements and any provisions of current State Level Agreements or Tribal Consultation Agreements. Additionally, the VTFPR staff must complete all eight modules of NRCS cultural resources training in order to ensure they have adequate awareness of our policies and procedures. The first 6 modules are on-line training (see websites at end of document) and the last 2 are field training sessions. If previously unidentified cultural resources are identified during project construction, all work must cease and the State CRC/CRS called for advice on how to proceed. In all circumstances, the senior NRCS official, the State Conservationist, working with his/her CRC/CRS shall complete all consultation with the SHPOs and Tribes and make all final decisions on how to proceed in order to ensure NRCS is in compliance with to Section 106.

The Cultural Resources Specialist for Vermont NRCS is Dave Skinas, Archeologist, in the Berlin Field Office. His phone number is 802-828-4493.

Practice Certification

NRCS or VTFPR will certify the practices as agreed upon but the majority of this workload should be completed by VTFPR. VTFPR alone will be responsible for certifying all practices specifically designed and implemented by the VTFPR. However, while both VTFPR and NRCS may be present to review completion of practices designed and implemented by VTFPR (or VTFWD) that were installed on State lands (e.g. Vermont State Forests), only NRCS will certify these practices. The NRCS or VTFPR staff (as agreed upon) will monitor the installation and may need to supervise the completion of some practices (See Practice Implementation – Page 3). Once a practice has been completed it must be certified. The landowner must contact NRCS or VTFPR immediately after the practice is completed. This should be made clear to the landowner. Certifying practices weeks, months or even a year after completion can be very problematic for all parties.

Certification consists of determining that the practice has been installed or utilized in compliance with Vermont NRCS Conservation Practice Standards, Specifications and Job Sheets. The practice should mirror what was described in the appropriate job sheet or other guidance given to the landowner for their site. Documentation of certification will include the date, location (field number), amount of practice performed in cost-sharing units, and certifier's signature.

VTFPR will use the **'NRCS Conservation Practice Certification Form'** (attachment and PDF) form to document the completion of practices and will submit all necessary accompanying items (GPS points, map, and pictures). This form and accompanying information will be sent to the NRCS field office contact. NRCS will enter the information into Protracts, print out a final NRCS-1245, sign it and attach it to the Certification Form submitted by VTFPR, and attain the landowner's signature for payment. The NRCS DC will process payments.

If the practice does not meet the Practice Standard and Specifications it will not be certified. The VTFPR will provide written notification to the customer and the DC, listing practice deficiencies and recommendations to rectify the issue. If the customer refuses to work toward addressing the issues they may be found in non-compliance. This information should be documented in the assistance notes. Non-compliance issues will be handled by the DC.

Annual Status Reviews

The status of active EQIP and WHIP contracts will be reviewed annually through the Status Review process either by the NRCS or the VTFPR (as agreed upon), according to agency policy. If contracts are on schedule, the status review only requires that the contract is noted as being on schedule in ProTracts. When contracts are behind schedule the status review requires that the customer be

contacted to set up an appointment to meet on the site and review the contract. Even though the acreage under contract will be visited during the year, the review will be the occasion for careful evaluation and recording of the participant's needs and problems and the status of the contract and operations. For efficiency, effort will be made to combine status reviews with technical assistance or other visits (e.g. practice certifications).

The status review will include the progress in applying practices in the contract, the conditions of the installed practices, need for technical assistance or payment revisions, and status of operation and maintenance. Findings will be recorded on the NRCS-CPA-13 form.

The status review will include the progress in applying the conservation plan (for forestry or wildlife habitat), the conditions of the installed practices, need for technical assistance or payment revisions, and status of operation and maintenance. Findings will be recorded on the NRCS-CPA-13 form. If the contract is not being implemented as scheduled in the amounts agreed to on the plan, VTFPR staff will work with NRCS in modifying the contract to bring it back on schedule. If the modified practices are not implemented as rescheduled, a finding of non-compliance or a violation of the contract exists. This shall be documented on the NRCS-CPA-13. When the project is reviewed by VTFPR staff, they will sign the form and send it to the DC. The DC must also sign the form NRCS-CPA-13. NRCS will provide a copy of this form to the participant and the original will be placed in the contract folder.

The DC will work with the participant to resolve all issues and document all actions that need to be taken to complete the contract. (Reference Conservation Programs Manual, Part 512.55).

Conservation Assistance Notes

Every time there is a field visit by VTFPR assistance notes will be recorded. Assistance notes shall include decisions made, status, observations, etc. (see appendix). Notes will be forwarded onto the field office when they have been updated. Vermont NRCS uses Toolkit to record assistance notes. VTFPR staff may use any digital format that can be easily saved or copied by NRCS. Email or word documents are acceptable. These notes will be forwarded to the field office contact bi-weekly. The notes must contain landowner name, program and date of site visit. NRCS field office personnel may save these files into the assistance notes folder in the customer's folder. The assistance notes archive folder is found in toolkit under 'My Customer Files Toolkit' and within the e_ConsPlan folder. NRCS may also create a new assistance note in the new Toolkit and copy and paste (ctrl v – key stroke) the text from the assistance note into the new note in toolkit.

A full excerpt from the General Manual on Conservation Assistance Notes is located in the appendix and should be reviewed by NRCS and VTFPR personnel.

Conservation Practice Standards

For successful delivery of forestry and wildlife practices, VTFPR staff must have an in-depth knowledge of the guidelines outlined in the conservation practice standards, specifications and jobsheets. The conservation practice standard contains information on why and where the practice is applied, and sets forth the minimum criteria that must be met during the application of that practice to achieve its intended purpose(s). Typically the wildlife and forestry practices have detailed requirements in the associated jobsheet for each practice or component practice. Each standard has a name as well as a code number which the VTFPR should become familiar with.

The standards include:

- Definition of the practice
- Purposes of the practice
- Conditions where the practice applies
- Criteria, both general and for specific purposes which are required items
- Considerations which are not required but encouraged
- Plans and Specifications which is specific detailed design information.
- Operation and Maintenance which is the responsibility of the customer

The Vermont Practice Standards can be found on the electronic Field Office Technical Guide or eFOTG on the Vermont NRCS website.

To get to the eFOTG go to the VT NRCS website (<http://www.vt.nrcs.usda.gov/>). Click on the 'Technical Resources' tab. Click on '**Vermont eFOTG**' under the 'Technical Resources' heading on the left hand side of the page. Click on the County where you will be working on the map of Vermont. On the left hand side of the window expand 'Section IV' and click on 'A. Conservation Practice Standards'. All of the practice standards are listed in alphabetical order. Scroll down to find the one you are looking for. Keep in mind that this is the official version and may be updated at any time. For a current listing of EQIP or WHIP practices go to the Vermont NRCS website 'Programs' tab. Then, click on the 'Environmental Quality Incentives Program' or the 'Wildlife Habitat Incentive Program' URL. Then go to 'EQIP' or 'WHIP Practices.'

The Vermont NRCS website also has the practices listed and may be a bit easier to access. Starting at the VT NRCS Website (<http://www.vt.nrcs.usda.gov/>), click on the 'Technical Resources' tab and then the 'Conservation Practice Information' link on the technical page. This will give you the full list of VT NRCS Conservation Practice Standards and Job Sheets.

EQIP & WHIP Programs, Practice Lists and Handbooks

VTFPR staff should become familiar with both the EQIP and WHIP Practice Lists, and Handbooks. The Practice List is a list of all eligible Practice Standards as well as components within those standards. For example, within the WHIP list, there are multiple eligible components such as mowing, brush hogging, manual and mechanical cutting nested under the Early Successional Habitat Development/Management (647) Practice Standard. When considering early successional habitat management there are many options. Another somewhat confusing situation is that some standards require other standards be implemented to be completed. For example, the Practice Standard Riparian Forest Buffer cannot be established without also using/referencing the Tree and Shrub Establishment Practice Standard and Specification.

EQIP and WHIP both have program handbooks which must be reviewed for the core practices listed above. Please note that within the EQIP handbook most of the practices are specific to agricultural land and will not need to be reviewed by VTFPR. The handbooks are intended to describe how each of the eligible practices are intended to be used or not to be used to address forestry or wildlife habitat resource concerns in Vermont. This specific description of how practices will be applied in Vermont is necessary because Conservation Practice Standards can be quite general as they are used across the entire country. VTFPR will review and become familiar with these Handbooks to be sure that practices are planned and implemented in accordance with the intent of these documents.

Appendix

404.26 Conservation assistance notes.

Conservation Assistance Notes are kept in the field office contract file. Notes should be concise factual statements that document information relating to significant activities and situations such as--

- (a) Planning and application materials delivered, such as participant's copy of contract, job sheets, and engineering data;
- (b) Potential noncompliance with contract provisions and actions taken;
- (c) Scheduling arrangements; and
- (d) Visits and agreements reached with the participant that are not documented in other parts of the contract should be noted since they may be useful in future follow-up.
- (e) Environmental evaluations and assessments including cultural resource considerations.

Websites and other information

Conservation Programs Manuals website (WHIP, EQIP, etc.)

http://policy.nrcs.usda.gov/scripts/lpsiis.dll/M/M_440.htm

General Manual (referenced in WHIP manual)

<http://policy.nrcs.usda.gov/scripts/lpsiis.dll/GM/GM.htm>

USDA Forms Website

<http://165.221.16.90/dam/ffasforms/currentforms.asp>

USDA eForms

<http://forms.sc.egov.usda.gov/eforms/mainservlet>

VT NRC Conservation Practice Standards, Specifications and Job Sheets

http://www.vt.nrcs.usda.gov/technical/Conservation_Practices/Index.html

Vermont NRCS WHIP Program website

<http://www.vt.nrcs.usda.gov/programs/WHIP/Index.html>

NRCS National WHIP Program website

<http://www.nrcs.usda.gov/programs/whip/>

Vermont NRCS EQIP Program website

<http://www.vt.nrcs.usda.gov/programs/EQIP/>

NRCS National EQIP Program website

<http://www.nrcs.usda.gov/programs/eqip/>

Cultural Resources Modules 1-6 at the NEDC site

<http://www.nedc.nrcs.usda.gov/cr/index.html>

Freedom of Information Act Policy

<http://www.nrcs.usda.gov/about/foia/policy.html>

**DUPLICATE
ORIGINAL**

AGREEMENT NO: 68-50-11-NE-02

CONTRIBUTION AGREEMENT
Between the
VERMONT DEPARTMENT OF FORESTS, PARKS AND RECREATION and
the
NATURAL RESOURCES CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

THIS AGREEMENT is entered into between the Vermont Department of Forests, Parks and Recreation hereinafter called "VTFPR" and the Natural Resources Conservation Service of the United States Department of Agriculture, hereinafter called "NRCS".

Authority: 7 U.S.C. 6962a, Contribution Agreements, Wildlife Habitat Incentive Program (WHIP), 16 U.S.C. 3839bb-1, 7 CFR part 636 (CFDA 10.914) and Environmental Quality Incentives Program (EQIP), 16 U.S.C, 3839aa-3939aa-9, 3841, 7 CFR Part 1466 (CFDA 10.912). *1175T*

Purpose:

The purpose of this agreement is to join into a partnership that will assist in delivering forestry and technical assistance to private land owners across Vermont to promote exemplary forest stewardship among private landowners by assisting with the management of their forest land to improve forest health and productivity, wildlife habitat and water quality.

This agreement develops a cooperative undertaking between the VTFPR and NRCS to hire two foresters. The primary purpose of this agreement is to improve and accelerate forestry technical assistance to landowners that will directly result in increased rates of conservation practice implementation.

Mutual Benefit: The VTFPR and NRCS have a common objective to improve forest health and productivity, wildlife habitat, to reduce soil erosion, promote forest stewardship, and to help bring about the conservation and wise use of soil, water, and other related forest resources.

The results of this effort will strengthen, increase, and encourage the voluntary approach and participation of private landowners required to successfully implement USDA and state programs administered by NRCS and the state of Vermont, respectively.

I. VTFPR agrees:

A) They will hire two foresters to achieve the following deliverables:

Work with 150 private forest landowners over the course of this agreement. This should lead to the approximate implementation of the following practices:

- Access Road (560) – 1,500 feet
- Early Successional Habitat Mgt.(647) – 2,500 acres
- Fish Passage (396) – 10 miles (of habitat no longer fragmented)
- Forest Stand Improvement (666) – 3,500 acres
- Forest Trails and Landings (655) – 45 acres (~200,000 ft. or 46 miles)
- Brush Management (314) and/or Herbaceous Weed Control (315) – 3,000 acres
- Tree/Shrub Establishment (612) – 30 acres
- Tree/Shrub Pruning (660) – 740 acres
- Upland Habitat Mgt (645) – 800 acres

B) Staff implementing this agreement will be members of the NE/NY Forestry Strategic Watershed Action Team (SWAT). All SWAT team members will coordinate with the local NRCS District Conservationist or his/her designee on a bi-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 weeks. For the purposes of this agreement, the NRCS District Conservationists are housed in the Williston, Rutland, St. Albans, and Newport, Vermont USDA Service Centers. See the 'Contact Us' tab on the Vermont NRCS Web Page for Zone and County organization (<http://www.vt.nrcs.usda.gov/contact>).

C) The delivery of technical assistance will follow National and Vermont NRCS processes and procedures (Attachment C Work Protocol). Practices implemented will also follow all Vermont NRCS practice policies located in the Program Handbooks. It is expected that technical issues and/or questions having to do with planning and implementation of NRCS practices will be directed to the NRCS Forester named below.

D) A quarterly written report will be provided including a list of accomplishments under this agreement, identifying the number of forest landowners receiving assistance and number and type of conservation

practices completed. This will include planned and completed practices coordinated through local field office staff.

- 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 11th, June 11th, September 11th, and December 11th to the NRCS Contracting Officer. NRCS will send the accrual request and instructions to the VTFPR liaison named in this agreement to be completed, signed, and returned to NRCS.
- F) Provide \$120,806 (\$71,027 salary and travel, and \$49,779 support services) towards the cost of this initiative (see Attachment B – Budget).
- G) VTFPR's DUNS Number is _809376338 and is registered in the Central Contractor Register (CCR) in accordance with 2 CFR 25.
- H) To designate the following individual as liaison between the VTFPR and NRCS:

Name: Steven J. Sinclair
Title: Director of Forests/State Forester
Address: Vermont Department of Forests, Parks and Recreation
103 South Main Street, Bldg 10 South
Waterbury, VT 05671-0601
Phone: 802-241-3680 (Office)
Fax: 802-233-7541 (Cell)
email: steve.sinclair@state.vt.us
- I) 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.
- J) Ensure employees have met all of the qualifications to perform the technical services required by this agreement; including:
 1. Compliance with all applicable Federal, State, Tribal, and local laws and requirements;
 2. Meet applicable NRCS standards, specifications, and program requirements;
 3. Be consistent with the conservation program goals and objectives in the agreement;
 4. 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.
 5. Have been previously cleared to use the USDA network.

- K) 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 quarterly written report of accomplishments under this agreement, identifying the number of forest 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:

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."

- L) On a quarterly basis (October 30, January 31, April 30, and July 30) the VTFPR will 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.
- M) 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 VTFPR and its contractors/subgrantees shall be in accordance with the policies and procedures established by the VTFPR, except that the contractors/subgrantees may not use the USDA OFM/NFC method to

request payments. If the VTFPR makes advance payments to contractors/subgrantees, it 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 VTFPR contractors/subgrantees shall not be sent to NRCS for review or approval.

- N) 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.

II. NRCS agrees:

- A) To designate the following individuals as liaison between the VTFPR and NRCS:

Administrative:

Name: Jim Wood
Title: State Resource Conservationist
Address: USDA Natural Resources Conservation Service
356 Mountain View Drive, Colchester, VT 05452
Phone: 802-951-6796 ext 235
802-802-951-6237
email: jim.wood@vt.usda.gov

Technical:

Name: George Tucker
Title: Resource Conservationist - Forester
Address: USDA Natural Resources Conservation Service
68 Catamount Park, Suite B
Middlebury, VT 05753
Phone: 802-388-6748
Fax: 802-802-388-3709 x21
email: george.tucker@vt.usda.gov

- B) Provide \$299,483 (\$284,683 salary and \$14,800 other expenses) towards the cost of the work described in this agreement via direct deposit (see Attachment B – Budget).
- C) To provide technical and farm bill training and assistances as approved by NRCS. Provide availability to NRCS technology and technical tools to the maximum extent possible and provide quality assurance.
- D) Complete a quality review of work performed under this agreement on a quarterly basis, or as needed, to be determined by NRCS. This will consist of reviewing plans and implemented practices to assure standards and specifications were followed and to assure proper reporting.
- E) 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 the Agency.

III. It is mutually agreed:

- A) This agreement is effective on the date of NRCS signature for a period of three years, through July 31, 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 VTFPR and NRCS. This agreement may be terminated by either 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 VTFPR 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 VTFPR 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 VTFPR 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 VTFPR 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 that 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 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
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 DEPARTMENT OF FORESTS, PARKS AND RECREATION

By: *Michael Byrd*
Title: *Commissioner, FPR*
Date: *7/25/11*

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

By: *Vickym. Drew*
Title: State Conservationist
Date: *7/28/11*

FUNDS AVAILABLE
11 75T 50 SWT
BOC 2550
284683
7/28/11

- Attachment A – Special Provisions
- Attachment B – Budget
- Attachment C – Work Protocol