



Mailing Address
1 Baldwin Street
Drawer 33
Montpelier, Vermont 05633-5701

Tel.: (802) 828-2295
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STATE OF VERMONT
JOINT FISCAL COMMITTEE
1 Baldwin Street
Montpelier, Vermont 05633-5701

MEMORANDUM

To: James Reardon, Commissioner of Finance & Management

From: Rebecca Buck, Staff Associate *RB*

Date: August 16, 2007

Subject: Status of Requests

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

JFO #2293 – \$400,000 grant from the U.S. Department of Justice to the Vermont Department of Corrections. The grant will be spent over a period of two years. The FY 2008 request is for \$200,000. The funds will be used to improve the department's capacity to provide notification to victims of crime through the creation of a Statewide Automated Victim Information and Notification System (SAVIN.)
[JFO received 07/17/07]

JFO #2294 - \$42,000 grant from the U.S. Department of Agriculture, Natural Resources Conservation Service, to the Vermont Agency of Agriculture, Food and Markets. The funds will be used to cover half the cost of a civil or agricultural engineer position to be located in the natural Resources Conservation Service St. Albans field office. The cost of the other half of the position will be paid by the Agency of Agriculture, Food and Markets. The position will focus on completing the design work necessary to advance water quality projects that have been awarded state and federal dollars with the objective of reducing the non-point source discharge in the Missisquoi Bay watershed.
[JFO received 07/17/07]

JFO #2295 - \$15,000 grant from the University of Vermont to the Vermont Agency of Agriculture, Food and Markets. The University is the grantee of a federal grant from the U.S. Department of Agriculture. The State of Vermont is the sub grantee. The funds will be used to pay 20% of the cost of an Ombudsman for the Vermont Dairy Task Force. The remaining 80% of the cost will be paid by the Vermont Agency of Agriculture, Food and Markets.
[JFO received 07/17/07]

In accordance with 32 V.S.A. §5, the requisite 30 days having elapsed since these items were submitted to the Joint Fiscal Committee, the Governor's approval may now be considered final. We ask that you inform the Secretary of Administration and your staff of these actions.

cc: Linda Morse
Cynthia LaWare
Robert Hofmann
Roger Albee
Molly Paulger
Jenny Audet

From: "Morrison, Mary" <Mary.Morrison@state.vt.us>
To: "Michael Obuchowski" <OBIE@leg.state.vt.us>
Date: 8/1/2007 9:14 AM
Subject: Questions from Rep. Michael Obuchowski regarding JFO #2294 and JFO #2295
Attachments: ole0.bmp; ole1.bmp

CC: "Rebecca Buck" <rbuck@leg.state.vt.us>
Here are the responses to the questions regarding our requests to accept grants. If you need more information, please let me know.

JFO #2294

1) What specifically is the source of the state match?

The source of this match is General Fund dollars which are in the FY2008 budget for this position.

JFO #2295

1) Is there a state match required for the Dairy Ombudsman Program?

No state match is required.

2) Please provide specific activity/budget details as to what this \$15,000 grant will support. If you could provide additional information or data for ombudsman activities and how this grant fits into the overall budget for those activities that would be helpful.

Budget from Grant - \$15,000

\$10,000 Personal Services - salary
\$5,000 Operating Expensive - Travel \$3,000 and Materials - \$2,000

Overall Budget for Ombudsman Program - 30% time
Salary - \$16,386.29
Travel - \$3,395.00 - 70 farm visits and meetings - average 100 miles
@\$0.485/mile
Materials - \$2,500.00

Total - \$22,281.29

Article as provided to Legislators on 2006 Ombudsman Program

Vermont Dairy Task Force
Contact Diane Bothfeld 828-3835
Article Number 4 of a series for 2007.

Dairy Ombudsman Program of the Vermont Dairy Task Force - 2006 Results

The Dairy Ombudsman program was an initiative of the Vermont Dairy Task Force in 2006 that will continue in 2007 to assist dairy farmers in information collection, training opportunities and location of consults to allow Vermont dairy farmers to improve and maintain their dairy

farming operations. The Dairy Ombudsman Program worked with dairy farmers with good management skills and solid financial dairy operations who wanted more advanced information, training opportunities and access to consultants.

The strict definition of an ombudsman is an official who is designated to assist you to overcome the delay, injustice or impersonal delivery of services.. The Dairy Ombudsman acted in this capacity as well as a one stop source for information and resources to dairy farmers. The Dairy Ombudsman program provided information, guidance and assistance to Vermont dairy farmers in 2006. Contacts were made with over 600 dairy farmers through 21 on-farm meetings, 55 group meeting and 114 phone conversations. Topics included the resolution of disputes over environmental regulations, dispute with cooperatives, information on renewable energy, fuel efficiency, organic dairy transition, on-farm processing, farm expansion and assistance with financial difficulties. The Ombudsman program acted as the one stop shop for dairy farmers looking for information and contacts within the dairy industry. There are many success stories but three will be mentioned here.

The number of requests for information on renewable energy lead to the collaborate effort of Ben & Jerry's, Vermont Environmental Consortium and the Dairy Task Force publishing a Farm Energy Handbook. This handbook is a self assessment guide for dairy farmers to determine what renewable energy types might be viable for their farm operations. This handbook was funded by a USDA Risk Management Grant and has been distributed to all active dairy farmers in Vermont. In 2007, the book will be transferred to disk and web format and made available to all interested parties. Also in 2007, a series of workshops on renewable energy will be held around the state to further address dairy farmer's questions on renewable energy production on the farm. These workshops were held in Sheldon, Middlebury and Springfield, Vermont. Attendance for these meetings has been good with 35 in Middlebury, 20 in Springfield and 10 in Sheldon on February 14 during the blizzard. The meeting in Newport was cancelled due to weather but is rescheduled for March 14 and farmers from Orleans and Franklin county are encouraged to attend.

<<Picture (Device Independent Bitmap)>>

A second example of a success story for the Dairy Ombudsman Program is the expansion of a dairy farm in southern Vermont. This farm produces cheese and sends milk to a dairy cooperative. Cheese sales have grown and to meet cheese demand and continue to ship a set amount of milk to the cooperative, the farm needed to milk more cows. The Ombudsman brought all parties needed to discuss the expansion of the farm (NRCS, VACC Lender, VT Land Trust, builder and farmer) to the table so all information could be shared between parties in the most efficient manner possible. Plans were finalized, financing was secured and the building of the barn began in October of 2006. The barn has been completed and the cows and heifers moved in at the end of the year. This barn has been a great addition to this farm families' life. "We got heifers and dry cows into part of the barn yesterday!!!! It looks GREAT! They LOVE it! I can't tell you what this will do for our lives!", stated the farm owner. The coordination of resources allowed this project to move forward in an expedited manner.

<<Picture (Device Independent Bitmap)>>

The final example is the resolution of a dispute over environmental regulations for a dairy farmer. This farmer had worked for compliance with environmental regulations but difficulties arose when personnel changes occurred and paperwork was lost. This issue was resolved by bringing all parties to the table with the farmer by the Dairy Ombudsman to resolve the issue. The parties at the table included the Deputy Secretary of Agriculture, The State head of USDA Farm Services Agency, the State head of the Natural Resource Conservation Service (NRCS), a representative from the US Army Corps of Engineers, the local personnel from NRCS and the farm family. All parties worked to resolve the issue and the dairy ombudsman worked to bring the group together, to write up the discussion with designated activities and due dates noted and to follow-up that these activities took place to resolved the issue to the satisfaction of all parties. Environmental regulations are important for all dairy farmers to follow and understand- the action of bringing all parties to the table illuminated issues for each party but allowed for a resolution that was acceptable to comply with the regulations and end the dispute.

The Dairy Ombudsman program continues in 2007. The Dairy Ombudsman for Vermont is Diane Bothfeld at the Vermont Agency of Agriculture. She welcomes calls and contacts from all dairy farmers on any subject at 828-3835 or Diane.Bothfeld@state.vt.us.

Plan of Work for 2007 - 2008

1. Provide dairy farmers with information on issues affecting their dairy farming operations.
2. Maintain and grow database of contacts
 - a. Survey UVM Extension, UVM College of Agriculture and Life Sciences, Farm Bureau, Agency of Agriculture, Agency Of Natural Resource, NRCS and Farm Services Agency for contact and information on dairy topics
 - b. Attend regional and national dairy meetings to obtain newest and best information
3. Record contacts and requests for information by phone and website
 - a. Coordinate and facilitate in - state training and visits by specific topic area experts
 - b. Visit farms to provide up to date information and assistance
4. What would be the result if the JFC did not approve this grant?
What wouldn't be done?

Loss of these grant funds would limit the number of on-farm contacts that could be made with dairy farmers in Vermont due to less travel funds. Materials funding would be limited and fewer items could be obtained to assist dairy farmers with areas of interest. The offset of state salary would be decreased.

Mary Morrison

Business Manager
Mary.Morrison@state.vt.us
Vt. Agency of Agriculture
828-3567

From: Rebecca Buck
To: mary.morrison@state.vt.us
Subject: Questions from Rep. Michael Obuchowski regarding JFO #2294 and JFO #2295

Good afternoon Mary:

Representative Michael Obuchowski has the following questions regarding JFO #2294 and JFO #2295:

With regard to **JFO #2294** (\$42,000 environmental quality incentive program grant from US Dept. of Ag):

1) What specifically is the source of the state match?

With regard to **JFO #2295** (\$15,000 grant to cover 20% of dairy Ombudsman activities):

1) Rep. Obuchowski has noted this submission only references the \$15,000 grant request (and the item above --JFO #2294--refers to state match). Is there state match involved in the support of the ombudsman activities? If so, how much and what is the source?

2) Please provide specific activity/budget details as to what this \$15,000 grant will support. If you could provide additional information or data for ombudsman activities and how this grant fits into the overall budget for those activities that would be helpful.

3) What would be the result if JFC did not approve this grant? What wouldn't be done?

Please cc me on your response to Representative Obuchowski. Thanks Mary. --Becky

CC: Klein, Steve; Obuchowski, Michael



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JOINT FISCAL COMMITTEE
1 Baldwin Street
Montpelier, Vermont 05633-5701

MEMORANDUM

To: Joint Fiscal Committee Members

From: Maria Belliveau, Associate Fiscal Officer *MB*

Date: July 17, 2007

Subject: JFO #2293, 2294 and 2295

Enclosed please find three (3) grant requests that the Joint Fiscal Office recently received from the Administration:

JFO #2293 – \$400,000 grant from the U.S. Department of Justice to the Vermont Department of Corrections. The grant will be spent over a period of two years. The FY 2008 request is for \$200,000. The funds will be used to improve the department's capacity to provide notification to victims of crime through the creation of a Statewide Automated Victim Information and Notification System (SAVIN.)

[JFO received 07/17/07]

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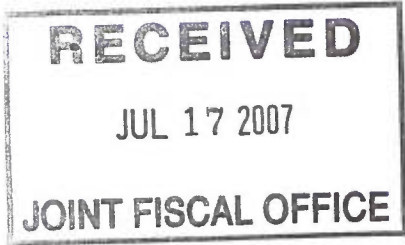
[JFO received 07/17/07]

The Joint Fiscal Office has reviewed these submissions and has determined that all appropriate forms bearing the necessary approvals are in order.

In accordance with the procedures for processing such requests, we ask you to review the enclosed and notify the Joint Fiscal Office (Rebecca Buck at 802/828-5969; rbuck@leg.state.vt.us or Stephen Klein at 802/828-5769; sklein@leg.state.vt.us) if you would like this item held for legislative review. Unless we hear from you to the contrary by **August 2nd** we will assume that you agree to consider as final the Governor's acceptance of this request.

cc: James Reardon, Commissioner
Linda Morse, Administrative Assistant
Cynthia LaWare, Secretary
Robert Hofmann, Commissioner
Roger Albee, Secretary

JFO # 2294



STATE OF VERMONT
GRANT ACCEPTANCE FORM

GRANT SUMMARY: This grant is being used to help cover the cost of a position to be located in the Natural Resources Conservation Service St. Albans field office related to conservation practices on farms in Vermont. It will help reduce the backlog of water quality projects that are waiting for engineering designs in order to be implemented.

FEDERAL CATALOG No.: 10.912
GRANTOR / DONOR: U.S. Department of Agriculture
Natural Resources Conservation Service
356 Mountain View Drive
Colchester, Vermont 05446

DATE: 7/3/07

DEPARTMENT: Agriculture, Food and Markets

GRANT / DONATION: This grant will cover half of the cost of a civil or agricultural engineer in FY2008. The state is covering the other half of the cost of this position.

AMOUNT / VALUE: \$42,000.00

POSITIONS REQUESTED: None

GRANT PERIOD: 10-1-06 to 9-30-07

COMMENTS: The classified position exists. This grant covers One half of the cost of the position.

DEPARTMENT OF FINANCE AND MANAGEMENT:
SECRETARY OF ADMINISTRATION
SENT TO JOINT FISCAL OFFICE:

(INITIAL) MS 7/10/07
(INITIAL) MS 7-11-07
DATE: 7/16/07

STATE OF VERMONT
REQUEST FOR GRANT ACCEPTANCE
 (use additional sheets as needed)

FORM AA-1
 (Rev. 9-90)

1. Agency: **Vermont Agency of Agriculture, Food & Markets**
2. Department:
3. Program: **Environmental Quality Incentive Program**
4. Legal Title of Grant: **Contribution Agreement between Vermont Agency of Agriculture, Foods and Markets and The United States Department of Agriculture Natural Resources Conservation Service**
5. Federal Catalog No.: **10.912**
6. Grantor and Office Address: **U.S. Department of Agriculture
 Natural Resources Conservation Service
 356 Mountain View Drive
 Colchester, VT 05446**
7. Grant Period: From: **7/1/07** To: **6/30/08**

8. Purpose of Grant: (Attach additional Sheets if needed)
 To join into a partnership that will lead to the Agency of Agriculture hiring a civil or agricultural engineer to be located in the Natural Resources Conservation Service St. Albans field office for the purpose of design, implementation, and construction inspection of conservation practices on farms in Vermont.

9. Impact on Existing Programs if Grant is not Accepted:
 Currently, a backlog of water quality projects which have been awarded state and federal dollars are waiting for engineering designs in order to be implemented in the Missisquoi Bay watershed. This position will focus on completing this design work to expedite the implementation of these projects and help reduce the non-point source discharges as part of the Clean and Clear Action Plan. Without this position, these jointly funded projects will continue to wait a minimum of three to five years for designs and many of these projects may never be completed.

| 10. Budget Information: | (1st State FY) | (2nd State FY) | (3rd State FY) |
|-------------------------|------------------|----------------|----------------|
| | <u>FY 2008</u> | <u>FY 2009</u> | <u>FY 2010</u> |
| EXPENDITURES: | | | |
| Personal Services | \$65,000 | \$ | \$ |
| Operating Expenses | \$19,000 | \$ | \$ |
| Grants | \$ | \$ | \$ |
| TOTAL | \$84,000. | \$ | \$ |
| REVENUES: | | | |
| State Funds: | | | |
| Cash | \$42,000 | \$ | \$ |
| In-Kind | \$ | \$ | \$ |
| Federal Funds: | | | |
| (Direct Costs) | \$42,000 | \$ | \$ |
| (Statewide Indirect) | \$ | \$ | \$ |
| (Department Indirect) | \$ | \$ | \$ |
| Other Funds: | | | |
| (source) _____ | \$ | \$ | \$ |
| TOTAL | \$84,000 | \$ | \$ |

Grants will be allocated to these appropriation expenditure accounts

| <u>Appropriation Nos.</u> | <u>Amounts</u> |
|---------------------------|----------------|
| DEPTID 2200041000 | \$ 42,000 |
| FUND 22005 | |
| PROGRAM to be requested | |

REC'D JUL 03 2007

11. Will grant monies be spent by one or more personal service contracts?

YES

NO

If YES, signature of appointing authority here indicates intent to follow current guidelines on bidding.

X _____ (Date)

12a. Please list any requested Limited Service Positions:

| Titles | Number of Positions |
|--------|---------------------|
| | |
| | |
| TOTAL | |

12b. Equipment and space for these positions:

- Is presently available.
- Can be obtained with available funds

13. Signature of Appointing Authority

I certify that no funds have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant.



 (Signature)
 Secretary: Agriculture, Food & Markets
 (Title)

(Date) 7/3/2007

14. Action by Governor:

- Approved
- Rejected



 (Signature)

(Date) 7/12/07

15. Secretary of Administration:

- Request to JFO
- Information to JFO



 (Signature)

(Date) 7-11-07

16. Action by Joint Fiscal Committee:

- Request to be placed on JFC agenda
- Approved (not placed on agenda in 30 days)
- Approved by JFC
- Rejected by JFC
- Approved by Legislature

(Dates)

(Signature)

(Date)

**DUPLICATE
ORIGINAL**

Agreement No. 68-1644-7-2

CONTRIBUTION AGREEMENT

**Between the VERMONT AGENCY OF AGRICULTURE, FOODS, AND MARAKETS
And The UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

This agreement is by and between the Vermont Agency of Agriculture, Foods, and Markets, called the Participant, and the United States Department of Agriculture (USDA), Natural Resources Conservation Service, called NRCS.

I. AUTHORITY

NRCS authority to enter into contribution agreements is 7 U.S.C. 6962(a), and the program authority for this agreement is Environmental Quality Incentive Program (EQIP), 16 U.S.C. 3839aa-3839aa-8, 3841, 7 CFR Part 1466 (CFDA 10.912)

II. PURPOSE

The purpose of this agreement is to join into a partnership that will lead to the Participant hiring a civil or agricultural engineer to be located in the NRCS St. Albans field office for the purpose of design, implementation, and construction inspection of conservation practices on farms in Vermont. The work will be done jointly in NRCS's and the Participant's contracts with 50% of the work in Agricultural Management Assistance (AMA), Watershed Operations (WF-08), and Best Management Practices (BMP) contracts and 50% of the work in Environmental Quality Incentive Program (EQIP).

III. MUTUAL INTEREST & BENEFITS

The Participant and NRCS have a mutual interest in installing conservation practices on farms in Vermont to reduce contaminant runoff and infiltration to protect surface and ground waters of the State.

IV. RESPONSIBILITIES

A. THE PARTICIPANT WILL:

1. Provide a minimum of 50 percent of the cost of the work described in the attached plan of work and budget. This cost is estimated to be \$42,000.

2. Request reimbursement monthly by submitting a completed form SF-270, Request for Advance or Reimbursement, with supporting documentation to Pat Pickett, Contracting Officer with NRCS. Supporting documentation for payment will include salary and benefit statement for engineer. Refer to Attachment B – Budget. Include a Vendor Identification Number (VIN) on the second line of the remittance address on all SF-270 forms submitted for payment in order for NRCS to make payment by electronic funds transfer. If Participant does not have a VIN, complete and submit to NRCS a Standard Form 1199A, Direct Deposit Sign-Up Form. Total amount of reimbursement from NRCS will not exceed \$42,000.
5. Comply with the Attachment A - Special Provisions.
8. Provide the following as a liaison:

| | <u>Technical</u> | <u>Administrative</u> |
|----------------|--|--|
| Name: | Phil Benedict | Mary Morrison |
| Address: | 116 State Street Montpelier, VT 05602 | 116 State Street Montpelier, VT 05602 |
| Telephone No. | 802-828-3472 | 802-828-3567 |
| Facsimile No. | 802-828-1410 | 802-828-1410 |
| Email Address: | phil.benedict@state.vt.us | mary.morrison@state.vt.us |

B. NRCS WILL:

1. Provide a maximum of 50 percent of the cost of the work described in the attached plan of work and budget. This cost to NRCS will not exceed \$42,000.
2. Reimburse upon receipt and approval of form SF-270, Request for Advance or Reimbursement. Items of work approved for reimbursement are shown in Attachment B – Budget.
6. Provide the following as a liaison:

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

V. IT IS MUTUALLY AGREED:

- A. This agreement is effective on the date signed by the NRCS, and the tasks outlined in the work plan will be completed on or before June 30, 2008. This agreement may be modified or renewed by the parties through a written amendment until the purposes of the agreement are complete, but no later than the end of the fiscal year in which the work is completed.
- B. Employees of the participant shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.
- C. 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 out as representatives of the Participant or any member organization. They also shall not assist the Participant or any member organization 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 Participant or any member organization of the Participant, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.
- D. Regarding tort liability, the parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state laws.
- E. This agreement may be amended in writing by mutual consent of the parties to this agreement.
- F. This agreement may be terminated by either party by written notice to the other party (ies) at least 30 days in advance of the effective date of the termination.
- G. The furnishing of financial and other assistance by NRCS is contingent upon funds appropriated by Congress, made administratively available, or authorized by law.
- H. NRCS may terminate this agreement in whole or in part if NRCS determines the participant has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the participant in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the participant.
- I. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the participant is needed to meet the

provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.

- J. Privacy of personal information relating to natural resources conservation programs will be in accordance with Section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171, 116 Stat. 235).
- K. The Uniform Federal Assistance Regulations found in Title 7 of the CFR and OMB Circulars that apply to grants and cooperative agreements do not apply to contribution agreements; however, they may be referred to for purposes of procedural administration of this agreement.
- L. As a condition of this agreement, the participant assures and certifies that it is in compliance with, and will comply in the course of this agreement with all applicable laws, regulations, executive orders, and other generally applicable requirements.
- M. By signing this agreement, the participant 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.

NAME OF PARTICIPANT

By: David Rowe for Reger Allbee

Title: Vermont Secretary of Agriculture

Date: May 30, 2007

U. S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: Judith Madson

Title: State Conservationist

Date: 5/31/07

**ATTACHMENT A - SPECIAL PROVISIONS
For 7 U.S.C. 6962a, Contribution Agreements**

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

I. Drug-Free Workplace.

By signing this agreement, the cooperator is providing the certification set out below. If it is later determined that the cooperator knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

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 CFS 1308.11 through 1308.15);

Conviction means a finding of (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 manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee 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 grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of sub-recipients or subcontractors in covered workplaces).

Certification:

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

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

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

- (1) The danger of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

(d) Notifying the employee in the statement required by paragraph 9a) that, as a condition of employment under the grant, the employee will --

- (1) Abide by the terms of the statement; and
- (2) Notifying 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 a conviction;

(e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(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 grant;

(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).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The cooperator may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the cooperator, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The cooperator shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. Certification Regarding Debarment, Suspension, and Other Responsibility matters - Primary Covered Transactions, (7 CFR 3017)

(1) The cooperator 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 from covered transactions 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 has one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary cooperator is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

IV. 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. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The cooperator signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____, listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State 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/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt sub-agreement.

Clean Air and Water Clause

(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. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The cooperator agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. sq., 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 thereunder before the signing of this agreement by NRCS.

(2) 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.

(3) 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.

(4) To insert the substance of the provisions of this clause in any nonexempt sub-agreement, including this subparagraph A. (4).

B. The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).

(3) The term "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. 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. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "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. 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. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term "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 sub-agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall 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.

V. Examination of Records

Give the 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 A – Special Provisions
Attachment B – Budget
Attachment C – Plan of Work

ATTACHMENT B - BUDGET

| | | Participant | NRCS |
|--|----------|-------------|----------|
| Salaries and Benefits | Engineer | \$42,000 | \$23,000 |
| Operation expenses (includes travel and training) | Engineer | | \$10,000 |
| Equipment, computers, CADD | Engineer | | \$9,000 |
| | | <hr/> | <hr/> |
| | | \$42,000 | \$42,000 |

TOTALS



ATTACHMENT C - PLAN OF WORK

Engineer

Scope of the Work: The scope of work is to plan, design, and provide construction inspection on conservation practices (mostly waste management systems) for farmers that have Agricultural Management Assistance (AMA), Watershed Operations (WF-08), Environmental Quality Incentive Program (EQIP), and Best Management Practices (BMP) contracts. This includes field surveys (as necessary), drafting and design in CADD, using job sheets, and providing construction inspection. Communications will be with landowners, contractors, Conservation District staff, and VT State Agencies.

Location: Office space will be in the NRCS St. Albans field office. Work assignments will be in Franklin and Grand Isle Counties.

Work Task Reporting: Individual will work under the direction and guidance of a higher grade NRCS engineer for technical supervision. Work assignments will come from the technical supervisor and work deliverables will be given to the technical supervisor. Administrative supervision will be provided by the Participant.

Deliverables: Individual's work assignments will include assisting with or completing designs in 20 different contracts. Practices will include but are not limited to Animal Trails and Walkways, Access Roads, Heavy Use Area Protection, Manure Transfer, Roof Runoff Structure, Spring Development, Stream Crossing and Waste Storage Facility.