



**STATE OF VERMONT**  
JOINT FISCAL OFFICE

**MEMORANDUM**

To: Joint Fiscal Committee members  
From: Daniel Dickerson, Fiscal Analyst *DD*  
Date: April 25, 2019  
Subject: Grant Request – JFO #2960-2961

Enclosed please find two (2) items, which the Joint Fiscal Office has received from the Administration.

**JFO #2960** – \$53,768 from the New Hampshire Charitable Foundation to the VT Dept. of Fish & Wildlife. The Department will utilize the funding to build up woody materials in five priority watersheds in order to improve brook trout habitat. Woody materials will be added along 19 miles of stream banks to provide cover, create pools, protect fish spawn substrate and retain food for invertebrates. The funds will be used between State FY2020 and 2021.

*[JFO received 4/23/19]*

**JFO #2961** – \$232,407 from the USDA Natural Resources Conservation Service to the VT Agency of Agriculture, Food and Markets (Agency). The Department will utilize the funding to provide a 50% cost share for the limited-service position previously authorized in JFO #2951. The remaining share will be covered by a sub-grant from the Dept. of Environmental Conservation. At the time that the Agency submitted the documentation for the limited-service position to JFC the federal government was shut down so the grant had not yet been formally awarded, even though the Agency expected the grant award to be forthcoming. The position will work on the Conservation Reserve Enhancement Program. Funding will cover half of the salary and benefits for the position as well as any travel expenses, and the funding will be drawn down from the end of State FY2019 through FY2023.

*[JFO received 4/23/19]*

Please review the enclosed materials and notify the Joint Fiscal Office (Daniel Dickerson at (802) 828-2472; [ddickerson@leg.state.vt.us](mailto:ddickerson@leg.state.vt.us)) if you have questions or would like an item held for legislative review. Unless we hear from you to the contrary by May 09, 2019 we will assume that you agree to consider as final the Governor's acceptance of these requests.

JFO 2961

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  
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APR 23 2019  
**JOINT FISCAL OFFICE**

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

<b>Grant Summary:</b>	USDA-NRCS grant to support a limited service position that provides technical assistance to farmer's working towards water quality improvements via the CREP program.			
<b>Date:</b>	3/22/2019			
<b>Department:</b>	Agency of Agriculture, Food & Markets			
<b>Legal Title of Grant:</b>	Conservation Reserve Enhancement Program Service Program			
<b>Federal Catalog #:</b>	10.069			
<b>Grant/Donor Name and Address:</b>	USDA Natural Resources Conservation Service, 356 Mountain View Drive, Suite 105, Colchester, VT 05446			
<b>Grant Period: From:</b>	7/19/2018	<b>To:</b>	12/31/2022	
<b>Grant/Donation</b>	\$232,407.51			
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Total</b>
<b>Grant Amount:</b>	\$7,613	\$44,879	\$44,879	\$232,407.51
	<b>Comments</b>			
	Grant agreement extends to halfway through FY2023. The remaining \$135,036.51 after the initial three SFYs is expected to be spent in SFY 2022 and SFY2023. The "total" here includes the entire grant amount, not the sum of the first three SFYs.			
<b>Position Information:</b>	<b># Positions</b>	<b>Explanation/Comments</b>		
	1	This position was already approved (JFO # 2951), but erroneously had the wrong grant tied to it as a funding source.		
<b>Additional Comments:</b>	This AA-1 should have been tied to a limited service position request that was recently approved (JFO#2951), but was erroneously submitted as tied to an existing funding source.			

<b>Department of Finance &amp; Management</b>	<i>AKL</i>	(Initial)
<b>Secretary of Administration</b>	<i>BTH</i>	(Initial)
<b>Sent To Joint Fiscal Office</b>	<i>4/22/19</i>	Date



1/5/14

PN

JOINT FISCAL OFFICE  
APR 23 2018  
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**Office of the Secretary**  
116 State Street  
Montpelier, VT 05620  
[www.VermontAgriculture.com](http://www.VermontAgriculture.com)

[phone] 802-828-5667  
[fax] 802-828-2361

*Agency of Agriculture Food & Markets*

**TO: Senator Ann Cummings, Chair Joint Fiscal Committee**  
**FROM: Diane Bothfeld, Director of Administrative Services IV**  
**DATE: March 19, 2019**  
**REASON: Request to Expedite JFC Review**  
**Cc: Anson Tebbetts, Secretary of Agriculture**

E-SIGNED by Diane Bothfeld  
on 2019-03-19 13:55:14 UTC

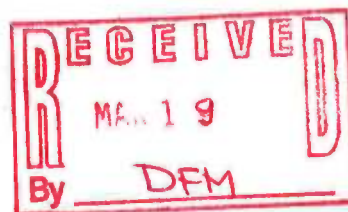
The Agency of Agriculture, Food and Markets (Agency) requests an expedited review for acceptance of new funding from USDA Natural Resources Conservation Services in support of water quality. This request should have been attached to the recent limited service position request and subsequent JFO approval #2951.

Our error/omission was discovered during the Agency's final review. During a period of time with four separate JFO requests, including three new limited service positions, there was a misunderstanding that attached the requested Agricultural Water Quality Specialist II to the same, previously authorized (JFO #2541), funding for the also requested Agricultural Engineer I.

The Agency apologizes and respectfully requests your consideration of this request at your soonest convenience.

This position will work with farmers to address water quality issues by identifying lands that are critical to protect water quality and convincing farmers to take that land out of production for a long-term rental payment. This position will work on the Conservation Reserve Enhancement Program.

Thank you for your consideration of this request, and please feel free to contact me, Laura DiPietro and or Secretary Tebbetts with any questions.





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

BASIC GRANT INFORMATION				
<b>1. Agency:</b>		Vermont Agency of Agriculture, Food & Markets		
<b>2. Department:</b>				
<b>3. Program:</b>		Water Quality		
<b>4. Legal Title of Grant:</b>		Conservation Reserve Enhancement Program Service Program		
<b>5. Federal Catalog #:</b>		10.069		
<b>6. Grant/Donor Name and Address:</b> USDA Natural Resource Conservation Service 356 Mountain View Drive, Suite 105 Colchester, VT 05446				
<b>7. Grant Period:</b>		<b>From:</b> 7/19/2018	<b>To:</b> 12/31/2022	
<b>8. Purpose of Grant:</b> Agricultural Water Quality Improvements in Lake Champlain Watershed				
<b>9. Impact on existing program if grant is not Accepted:</b> This grant provides technical resources for Vermont farmers to help meet their obligations under the Clean Water Act and future requirements of the Lake Champlain TMDL from the Environmental Protection Agency. This funding is critical support for the resources to meet the aforementioned obligations and requirements relative to water quality.				
10. BUDGET INFORMATION				
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Comments</b>
<b>Expenditures:</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	
Personal Services	\$13,726	\$82,340	\$82,340	
Operating Expenses	\$1,500	\$7,418	\$7,418	
Grants	\$	\$	\$	
<b>Total</b>	\$15,226	\$89,758	\$89,758	
<b>Revenues:</b>				
State Funds:	\$	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$7,613	\$44,879	\$44,879	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source DEC IDT)	\$7,613	\$44,879	\$44,879	
<b>Total</b>	\$15,226	\$89,758	\$89,758	
<b>Appropriation No:</b>	220016000	<b>Amount:</b>	\$7,613	
			\$	
			\$	
			\$	
			\$	

**RECEIVED**  
 MAR 19 2011  
 By DFM

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

		\$
		\$
	<b>Total</b>	\$7,613

**PERSONAL SERVICE INFORMATION**

**11. Will monies from this grant be used to fund one or more Personal Service Contracts?**  Yes  No  
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.  
 Appointing Authority Name: \_\_\_\_\_ Agreed by: \_\_\_\_\_ (initial)

12. Limited Service Position Information:	# Positions	Title
	1	ALREADY APPROVED - JFO #2951: Agricultural Water Quality Specialist II
<b>Total Positions</b>	1	

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

**13. AUTHORIZATION AGENCY/DEPARTMENT**

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature: _____	Date: _____
	Title: _____	E-SIGNED by Diane Bothfeld on 2019-03-18 19:51:06 UTC
	Signature: _____	Date: _____
	Title: _____	

**14. SECRETARY OF ADMINISTRATION**

Approved: \_\_\_\_\_ (Secretary or designee signature) \_\_\_\_\_ Date: 3/26/19

**15. ACTION BY GOVERNOR**

Check One Box: Accepted \_\_\_\_\_ (Governor's signature) \_\_\_\_\_ Date: 4/19/19  
 Rejected

**16. DOCUMENTATION REQUIRED**

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

**End Form AA-1**

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



U.S. Department of Agriculture  
Natural Resources Conservation Service

NRCS-ADS-093

**NOTICE OF GRANT AND AGREEMENT AWARD**

1. Award Identifying Number NR181644XXXXC003	2. Amendment Number 0001	3. Award /Project Period 07/19/2018 - 12/31/2022	4. Type of award instrument: Contribution Agreement
5. Agency (Name and Address)  Natural Resources Conservation Service 356 Mountain View Drive, Suite 105 Colchester, VT 05446		6. Recipient Organization (Name and Address)  AGRICULTURE FOOD MARKETS VERMONT AGENCY OF 116 STATE STREET MONTPELIER VT 05620-2901  DUNS: 809376718    EIN:	
7. NRCS Program Contact  Name: JOHN THURGOOD Phone: (802) 951-6796 Email: john.thurgood@vt.usda.gov	8. NRCS Administrative Contact  Name: CHARLENE WINTERS Phone: (919) 873-2162 Email: charlene.winters@wdc.usda.gov	9. Recipient Program Contact  Name: Laura DiPietro Phone: 802-595-1990 Email: laura.dipietro@vermont.gov	10. Recipient Administrative Contact  Name: Marcey Hodgdon Phone: (802) 828-3567 Email: marcey.hodgdon@vermont.gov
11. CFDA 10.069	12. Authority 7 U.S.C 6962a: Contribution 16 U.S.C 3831-3835a	13. Type of Action Amendment/Revision	14. Program Director  Name: Anson Tebbetts Phone: 802-828-5667 Email: anson.tebbetts@vermont.gov
15. Project Title/ Description: To obtain additional technical assistance to implement Service program activities associated with CREP. This agreement includes services for planning and implementation of conservation practices.			
16. Entity Type: 00 = State government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$75,000.00	\$65,775.59	
Additional funds total	\$157407.51	\$172111.42	
Grand total	\$232,407.51	\$237,887.01	
18. Approved Budget			



Personnel	\$122,738.95	Fringe Benefits	\$85,917.27
Travel	\$23,751.29	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$0.00	Other	\$0.00
Total Direct Cost	\$232,407.51	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$237,887.01
		Total Federal Funds Awarded	\$232,407.51
		Total Approved Budget	\$470,294.52

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

Name and Title of Authorized Government Representative	<b>VICKY DREW</b> Signature	Digitally signed by VICKY DREW Date: 2018.09.26 10:29:53 -04'00'	Date
Name and Title of Authorized Recipient Representative	<i>Anson Tebbetts</i> Secretary	<i>[Handwritten Signature]</i> Signature	Date <i>9/25/2018</i>

#### NONDISCRIMINATION STATEMENT

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

#### PRIVACY ACT STATEMENT

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

## Statement of Work

Please note that any narrative below should be considered in addition to the original Statement of Work, as well as any prior amendments.

### Purpose

The Service, in carrying out its assigned responsibilities under applicable legislation, has a need for additional technical assistance to implement Service program activities associated with CREP. This agreement includes services for planning and implementation of conservation practices. Coordination with the Service and VAAFM is necessary while assisting landowners in applying and certifying completion of conservation practices on their land as listed in the Conservation Plan and associated CREP Program Contracts.

Specific benefits to the Service include: VAAFM will provide overall administration (hiring, supervision and payroll) of staff hired to provide technical assistance with conservation planning associated with the Conservation Reserve Enhancement Program (CREP).

Specific benefits to VAAFM include: VAAFM has the need to provide assistance to farmers in the establishment of buffers to protect water quality and enhance wildlife habitat.

### Objectives

VAAFM staff will provide technical assistance related to the CREP program including the development of conservation plans and Farm Service Agency-CREP program documents to be reviewed and approved by NRCS conservation planners. This will enable the NRCS field staff to maximize their technical expertise.

### Budget Narrative

The official budget (including cost category itemization as identified on the SF-424A) described in this Budget Narrative will be considered the "the total budget as last approved by the Federal awarding agency" for this award.

#### Budget Narrative

Staffing for this agreement was delayed due to CREP programmatic reasons that are soon to be resolved. The purpose of this amendment is to put more funding into year 1 of the agreement to reflect additional deliverables and to fund work that will be done in years 3 and 4.

The budget shows the initial annual salary and benefits costs are \$90,691.90 (Table 2), plus an annual rate increase of 3.5%. Operational costs are initially higher with AAFM supporting the purchase of a computer (\$2,000) year 1 and NRCS supporting travel at an annual rate of \$7,308.09.

Budget Category	NRCS	VAAFM	TOTAL
Personnel	\$122,738.95	\$ 55,232.53	\$177,971.48
Fringe	\$ 85,917.27	\$ 42,958.63	\$128,875.90
Travel	\$ 23,751.29		\$ 23,751.29
Equipment			
Supplies		\$ 2,000.00	\$ 2,000.00
Contractual			
Other			
Total Direct	\$232,407.51	\$100,191.16	\$332,598.67
Indirect		\$137,695.85	\$137,695.85
Total AGREEMENT	\$232,407.51	\$237,887.01	\$470,294.52

Original Agmt Amt: \$ 75,000.00 \$ 65,775.59 \$140,775.59  
AMENDMENT 1 AMT: \$157,407.51 \$172,111.42 \$329,518.93

### Responsibility of the Parties

NRCS will: 1) Conduct an initial briefing at the USDA State Office in Colchester, Vermont within 30 days after the award. The purpose of the meeting will be to review the goals and objectives of the project and provide any administrative guidance as needed. 2) Provide, at no cost to the cooperator, training in specific Vermont program procedures and administrative contract development. 3) In collaboration with the FSA, identify applicants at the local level and prioritize projects at the State level. 4) Provide program oversight through state level management & guidance. 5) In collaboration with the FSA, provide necessary forms and other resource information. 6) Staff hired by VAAFM to provide the identified

services will be located in the VAAFM Williston Office, however will spend 6 months training in the Montpelier office under the CREP Coordinator. 7) The staff hired by VAAFM will have access to service field offices statewide once security clearances are completed. Staff will be provided temporary working space, a Service computer and when necessary vehicles.

The Recipient will: 1) Provide overall administrative oversight, including hiring, supervision and payroll for one CREP Conservation Planner Position. This position is expected to be staffed for a period of at least 2 years, total 1 FTE over this initial 2 year funded period. 2) The CREP Conservation Planner will work cooperatively with the Service, the US Fish and Wildlife Service (USFWS), the Farm Service Agency and the State of Vermont to identify, organize, and coordinate implementation of riparian habitat restoration, grassed waterways and cropland filter strips across Vermont. This will include regular communication with FSA regarding new applicants, progress with practice implementation and monitoring of practices installed. Coordination with FSA will also be necessary for revisions to the MOU for the program, VAAFM grant template amendments, and for the establishment of a new re-enrollment process and grants at VAAFM. 3) Utilize the NRCS 9 step planning process in planning, and oversee the implementation of practices. 4) Provide a statement prior to the end of each quarter, by the 15th of the month (that is, December, March, June and September), that estimates the earned but un-billed amount due under the agreement. This statement shall be submitted by e-mail to the NRCS ASTC-M&S (Justin Tuthill). The suggested format for submitting this information should state: "We have provided or anticipate providing goods or services that we have not requested payment for in the amount of: \$XXX this represents NRCS portion only. 5) Within 30 days after each quarter-end, request quarterly reimbursement for activities outlined under Section V. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES by submitting a properly completed form SF-270 accompanied by supporting documentation (i.e. quarterly reports of accomplishments for outlined tasks, invoices, receipts, records, spreadsheets with payroll information, etc). The NRCS Budget and Finance staff may contact VAAFM 10 days before quarter end for an estimate of reimbursement.

### **Expected Accomplishments and Deliverables**

Years 1 - 3

a. Complete status reviews on additional 20 contracts.

b. For at least 20 landowners:

-Complete on-site inventory and analysis of resource conditions on farms to determine eligibility for the CREP program.

c. For at least 10 landowners:

-Develop alternatives to meet conservation objectives to select practice components and/or systems using CREP eligible practices.

-Finalize conservation plan using Customer Service Toolkit, document environmental effects, prepare practice maps, job sheets and associated Farm Service Agency forms based on landowner decisions, and bring to federal and state agreements. Explain to the landowner all elements of the plan including their responsibility to manage and maintain all implemented practices.

d. For at least 10 CREP contracts:

-Oversee practice implementation, check completed practices and document compliance with NRCS standards and provide follow-up.

Year 4, One-quarter year

a. Complete status reviews on 5 contracts.

b. For at least 5 landowners:

-Complete on-site inventory and analysis of resource conditions on farms to determine eligibility for the CREP program.

c. For at least 2 landowners:

-Develop alternatives to meet conservation objectives to select practice components and/or systems using CREP eligible practices.

-Finalize conservation plan using Customer Service Toolkit, document environmental effects, prepare practice maps, job sheets and associated Farm Service Agency forms based on landowner decisions, and bring to federal and state agreements. Explain to the landowner

### **Resources Required**

N/A

### **Milestone**

Years 1 - 3

a. Complete status reviews on additional 20 contracts.

b. For at least 20 landowners:

- Complete on-site inventory and analysis of resource conditions on farms to determine eligibility for the CREP program.
- c. For at least 10 landowners:
  - Develop alternatives to meet conservation objectives to select practice components and/or systems using CREP eligible practices.
  - Finalize conservation plan using Customer Service Toolkit, document environmental effects, prepare practice maps, job sheets and associated Farm Service Agency forms based on landowner decisions, and bring to federal and state agreements. Explain to the landowner all elements of the plan including their responsibility to manage and maintain all implemented practices.
- d. For at least 10 CREP contracts:
  - Oversee practice implementation, check completed practices and document compliance with NRCS standards and provide follow-up.

**Year 4, One-quarter year**

- a. Complete status reviews on 5 contracts.
- b. For at least 5 landowners:
  - Complete on-site inventory and analysis of resource conditions on farms to determine eligibility for the CREP program.
- c. For at least 2 landowners:
  - Develop alternatives to meet conservation objectives to select practice components and/or systems using CREP eligible practices.
  - Finalize conservation plan using Customer Service Toolkit, document environmental effects, prepare practice maps, job sheets and associated Farm Service Agency forms based on landowner decisions, and bring to federal and state agreements. Explain to the landowner

## GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

### I. APPLICABLE REGULATIONS

a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"

b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 175, "Award Term for Trafficking in Persons" (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (3) 2 CFR Part 418, "New Restrictions on Lobbying" (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"

c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

### II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project b. Costs incurred after the expiration of the award including any no-cost extensions of time c. Costs that lie outside the scope of the approved project and any amendments thereto d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E – Cost Principles", or direct specific inquiries to the NRCS administrative contact identified in the award.

### III. CONFIDENTIALITY

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S. C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must 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 (Public Law 107-171).

c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), U.S.C. 8791.

d. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If NRCS determines that you are not in compliance with this award provision, NRCS: a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; b. May pursue other remedies available for your material failure to comply with award terms and conditions.

#### IV. PRIOR APPROVAL REQUIREMENTS

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

a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project purpose or deliverables 3. A description of the revised purpose or deliverables 4. Signatures of the authorized representative, project director, or both

b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.

c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—

1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.

2. Severs his or her affiliation with the grantee, the grantee's options include— i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project. ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director. iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known: i. The forms and certifications included in the application package ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal) iii. An updated qualifications statement for the project director showing his or her new organizational affiliation iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

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

d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.

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

Note: An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted. V. PAYMENTS

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.

b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.

d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.

e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

## VI. ACCRUALS

a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15th). b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information. c. At a minimum, the signed accrual statement should include, "Under agreement number \_\_\_\_\_, at the close of the quarter ending \_\_\_\_\_, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of \$\_\_\_\_\_." Include the name and title of the person preparing the accrual estimate.

## VII. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

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

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

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

## VIII. PERFORMANCE MONITORING AND REPORTING

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

b. Every 6 months the recipient must submit a written progress report. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.

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

## IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

## X. SPECIAL PROVISIONS

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

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

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

## XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

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

Acquisitions Division Grants and Agreements Services Branch 1400 Independence Avenue, SW, Room 6823 South Building Washington, DC 20250

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

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

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

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

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



e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

• "USDA is an equal opportunity provider and employer." Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service."

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

## XII. COST-SHARING REQUIREMENTS

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

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the NRCS administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

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

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

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

## XIII. PROGRAM INCOME

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

## XIV. NONEXPENDABLE EQUIPMENT

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

## XV. LIMIT OF FEDERAL LIABILITY

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

## XVI. MODIFICATIONS AND TERMINATIONS

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

will be those set forth in 2 CFR Part 200.339.

## XVII. AWARD CLOSEOUT

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





NOTICE OF GRANT AND AGREEMENT AWARD

1. Award identifying Number NR181644XXXXC003	2. Amendment Number	3. Award /Project Period 7/19/2018 - 12/31/2022	4. Type of award instrument: Contribution Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 356 Mountain View Drive, Suite 105 Colchester, VT 05446		6. Recipient Organization (Name and Address) AGRICULTURE FOOD MARKETS VERMONT AGENCY OF 116 STATE STREET MONTPELIER VT 05620-2901  DUNS: 809376718    EIN:	
7. NRCS Program Contact Name: Obe Racicot Phone: (802) 951-6796 Email: Obediah.Racicot@vt.usda.gov	8. NRCS Administrative Contact Name: CHARLENE WINTERS Phone: (919) 873-2162 Email: charlene.winters@wdc.usda.gov	9. Recipient Program Contact Name: Laura DiPietro Phone: 802-595-1990 Email: laura.dipietro@vermont.gov	10. Recipient Administrative Contact Name: Marcey Hodgdon Phone: (802) 828-3567 Email: marcey.hodgdon@vermont.gov
11. CFDA 10.069	12. Authority 7 U.S.C 6962a: Contribution 16 U.S.C 3831-3835a	13. Type of Action New Agreement	14. Program Director Name: Anson Tibbetts Phone: 802-828-5667 Email: anson.tibbetts@vermont.gov
15. Project Title/ Description: To obtain additional technical assistance to implement Service program activities associated with CREP. This agreement includes services for planning and implementation of conservation practices.			
16. Entity Type: 00 = State government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$75,000.00	\$65,775.59	
Additional funds total	\$0.00	\$0.00	
Grand total	\$75,000.00	\$65,775.59	
18. Approved Budget			

Personnel	\$39,261.31	Fringe Benefits	\$28,430.60
Travel	\$7,308.09	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$0.00	Other	\$0.00
Total Direct Cost	\$75,000.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$65,775.59
		Total Federal Funds Awarded	\$75,000.00
		Total Approved Budget	\$140,775.59

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

Name and Title of Authorized Government Representative	Signature <b>VICKY DREW</b>	Digitally signed by VICKY DREW Date: 2018.07.19 08:19:33 -04'00'	Date
Name and Title of Authorized Recipient Representative	Signature 		Date 7/19/18

#### NONDISCRIMINATION STATEMENT

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

#### PRIVACY ACT STATEMENT

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

## Statement of Work

### Purpose

The Service, in carrying out its assigned responsibilities under applicable legislation, has a need for additional technical assistance to implement Service program activities associated with CREP. This agreement includes services for planning and implementation of conservation practices. Coordination with the Service and VAAFM is necessary while assisting landowners in applying and certifying completion of conservation practices on their land as listed in the Conservation Plan and associated CREP Program Contracts.

### Specific benefits to the Service include:

VAAFM will provide overall administration (hiring, supervision and payroll) of staff hired to provide technical assistance with conservation planning associated with the Conservation Reserve Enhancement Program (CREP).

### Specific benefits to VAAFM include:

VAAFM has the need to provide assistance to farmers in the establishment of buffers to protect water quality and enhance wildlife habitat.

### Objectives

VAAFM staff will provide technical assistance related to the CREP program including the development of conservation plans and Farm Service Agency-CREP program documents to be reviewed and approved by NRCS conservation planners. This will enable the NRCS field staff to maximize their technical expertise.

### Budget Narrative

The Conservation Reserve Enhancement Program (CREP) position at the Agency of Agriculture, Food & Markets will be titled an Agricultural Water Quality Specialist, which the average annual salary and benefits costs are \$90,691.90 plus a total 2 year operational costs at \$9,308.09, for an overall 2 year total costs of \$190,691.89. In this agreement NRCS provides for \$75,000 of these costs for the first 2 years with the ability to extend into future years should additional funds become available. The position will need funding from this agreement in the first fiscal year (\$9,345.90) for training, travel and salaries and benefits, however the remainder of the costs will be covered by VAAFM. In the second year of the agreement NRCS will provide 65,654.10 for salaries, benefits and other costs and the remainder covered by VAAFM. VAAFM will administer this position and provide in-kind indirect services at a 2 year cost of \$35,083.70. The equipment costs for this position will cover a computer provided by VAAFM (\$2,000) and then Travel and Training (\$7,308.09) will be provided by NRCS. The remaining balance of the funds for the overall position management provided by VAAFM are not included here as they are not match to this grant agreement.

### Responsibilities of the Parties:

#### NRCS will:

- 1) Conduct an initial briefing at the USDA State Office in Colchester, Vermont within 30 days after the award. The purpose of the meeting will be to review the goals and objectives of the project and provide any administrative guidance as needed.
- 2) Provide, at no cost to the cooperator, training in specific Vermont program procedures and administrative contract development.
- 3) In collaboration with the FSA, identify applicants at the local level and prioritize projects at the State level.
- 4) Provide program oversight through state level management & guidance.
- 5) In collaboration with the FSA, provide necessary forms and other resource information.
- 6) Staff hired by VAAFM to provide the identified services will be located in the VAAFM Williston Office, however will spend 6 months training in the Montpelier office under the CREP Coordinator.
- 7) The staff hired by VAAFM will have access to service field offices statewide once security clearances are completed. Staff will be provided temporary working space, a Service computer and when necessary vehicles.

#### The Recipient will:

- 1) Provide overall administrative oversight, including hiring, supervision and payroll for one CREP Conservation Planner Position. This position is expected to be staffed for a period of at least 2 years, total 1 FTE over this initial 2 year funded period.
- 2) The CREP Conservation Planner will work cooperatively with the Service, the US Fish and Wildlife Service (USFWS), the Farm Service Agency and the State of Vermont to identify, organize, and coordinate implementation of riparian habitat restoration, grassed waterways and cropland filter strips across Vermont. This will include regular

communication with FSA regarding new applicants, progress with practice implementation and monitoring of practices installed. Coordination with FSA will also be necessary for revisions to the MOU for the program, VAAFM grant template amendments, and for the establishment of a new re-enrollment process and grants at VAAFM.

3) Utilize the NRCS 9 step planning process in planning, and oversee the implementation of practices.

4) Provide a statement prior to the end of each quarter, by the 15th of the month (that is, December, March, June and September), that estimates the earned but un-billed amount due under the agreement. This statement shall be submitted by e-mail to the NRCS ASTC-M&S (Justin Tuthill). The suggested format for submitting this information should state: "We have provided or anticipate providing goods or services that we have not requested payment for in the amount of: \$XXX this represents NRCS portion only.

5) Within 30 days after each quarter-end, request quarterly reimbursement for activities outlined under Section V. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES by submitting a properly completed form SF-270 accompanied by supporting documentation (i.e. quarterly reports of accomplishments for outlined tasks, invoices, receipts, records, spreadsheets with payroll information, etc). The NRCS Budget and Finance staff may contact VAAFM 10 days before quarter end for an estimate of reimbursement.

### **Expected Accomplishments and Deliverables**

Identify, organize, and coordinate implementation of riparian habitat restoration, grassed waterways and cropland filter strips activities as stated below:

#### **Year 1**

-Complete status reviews of 20 contracts in year 1.

#### **Year 2**

For at least 20 landowners:

-Complete on-site inventory and analysis of resource conditions on farms to determine eligibility for the CREP program.

For at least 10 landowners:

-Develop alternatives to meet conservation objectives to select practice components and/or systems using CREP eligible practices.

-Finalize conservation plan using Customer Service Toolkit, document environmental effects, prepare practice maps, job sheets and associated Farm Service Agency forms based on landowner decisions, and bring to federal and state agreements. Explain to the landowner all elements of the plan including their responsibility to manage and maintain all implemented practices.

For at least 10 CREP contracts:

-Oversee practice implementation, check completed practices and document compliance with NRCS standards and provide follow-up.

### **Resources Required**

NRCS will:

The Service will provide \$75,000 in cash towards the accomplishing of the deliverables under this agreement, according to the approved budget. The Service will also provide in-kind services such as temporary office space, computer and vehicle use.

The Recipient will:

VAAFM will use existing staff to oversee the deliverables of this contribution agreement. Funds in this agreement will be used to pay for personnel salary and benefits, travel, supplies and other items as outlined in the approved budget.

### **Milestones**

- Staff successfully hired by the Agency.

- Initiate security clearances as necessary for VAAFM staff.

- 20 contract status reviews completed

- On-site inventory and analysis of resource conditions on farms to determine eligibility for the CREP program for at least

20 landowners.

- Alternatives developed to meet conservation objectives to select practice components and/or systems using CREP eligible practices. For at least 10 landowners
- Practice implementation oversight, check completed practices and document compliance with NRCS standards and provide follow-up for at least 10 CREP contracts



## GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

### NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE

### GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

#### I. APPLICABLE REGULATIONS

a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"

b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 175, "Award Term for Trafficking in Persons" (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (3) 2 CFR Part 418, "New Restrictions on Lobbying" (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"

c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

#### II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project b. Costs incurred after the expiration of the award including any no-cost extensions of time c. Costs that lie outside the scope of the approved project and any amendments thereto d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E – Cost Principles", or direct specific inquiries to the NRCS administrative contact identified in the award.

#### III. CONFIDENTIALITY

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must 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 (Public Law 107-171).

c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), U.S.C. 8791.

d. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If NRCS determines that you are not in compliance with this award provision, NRCS: a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; b. May pursue other remedies available for your material failure to comply with award terms and conditions.

#### IV. PRIOR APPROVAL REQUIREMENTS

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

a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project purpose or deliverables 3. A description of the revised purpose or deliverables 4. Signatures of the authorized representative, project director, or both

b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.

c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—

1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.

2. Severs his or her affiliation with the grantee, the grantee's options include— i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project. ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director. iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known: i. The forms and certifications included in the application package ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal) iii. An updated qualifications statement for the project director showing his or her new organizational affiliation iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

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

d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.

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

Note: An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted. V. PAYMENTS

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.

b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.

d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.

e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

## VI. ACCRUALS

a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15th). b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information. c. At a minimum, the signed accrual statement should include, "Under agreement number \_\_\_\_\_, at the close of the quarter ending \_\_\_\_\_, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of \$\_\_\_\_\_." Include the name and title of the person preparing the accrual estimate.

## VII. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

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

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

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

## VIII. PERFORMANCE MONITORING AND REPORTING

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

b. Every 6 months the recipient must submit a written progress report. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.

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

#### IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

#### X. SPECIAL PROVISIONS

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

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

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

#### XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

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

Acquisitions Division Grants and Agreements Services Branch 1400 Independence Avenue, SW. Room 6823 South Building Washington, DC 20250

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

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

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

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

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

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

• "USDA is an equal opportunity provider and employer." Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service."

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

## **XII. COST-SHARING REQUIREMENTS**

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

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the NRCS administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

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

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

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

## **XIII. PROGRAM INCOME**

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

## **XIV. NONEXPENDABLE EQUIPMENT**

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

## **XV. LIMIT OF FEDERAL LIABILITY**

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

## **XVI. MODIFICATIONS AND TERMINATIONS**

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

will be those set forth in 2 CFR Part 200.339.

#### **XVII. AWARD CLOSEOUT**

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

