

AGREEMENT NO. 68-4741-2-059

CONTRIBUTION AGREEMENT

BETWEEN

RUTHERFORD COUNTY

AND THE

USDA NATURAL RESOURCES CONSERVATION SERVICE

THIS AGREEMENT is by and between Rutherford County, Tennessee and the United States Department of Agriculture (USDA), Natural Resources Conservation Service, called NRCS.

I. AUTHORITY

NRCS authority to enter into this agreement is P.L. 74-76 as amended by Soil Conservation and Domestic Allotment Act of 1936; Food Security Act of 1985, Title XII, P.L. 99-198, as amended; Food, Agriculture, Conservation, and Trade Act of 1990, Title XIV, Section 1237, P. L. 1-101-624, 104 Stat. 3584, 7 U.S.C. 3837, as amended; Omnibus Budget Reconciliation Act of 1993; Federal Agriculture Improvement and Reform Act of 1996; Agriculture Appropriations Act of 1997; and Farm Security and Rural Investment Act of 2002, P.L. 107-171 and P.L. 106-387, 7 U.S.C. 6962(A); and Food, Conservation, and Energy Act of 2008, P.L. 110-234.

II. PURPOSE

The purpose of this agreement is to deliver the conservation technical assistance for planning and implementation of conservation programs authorized by the 2002 and 2008 Farm Bills for the NRCS that are of mutual interest to Rutherford County and NRCS.

III. MUTUAL INTEREST

Rutherford County and NRCS have a mutual interest in helping to bring about the conservation and wise use of land, water, wildlife, and related resources through conservation cost-share programs. They have a mutual interest in the furtherance of USDA conservation programs to ensure that they are effectively implemented and address conservation priorities within Rutherford County. Accelerated delivery of cost-share programs' technical and administrative assistance through increased funding will address environmental quality issues and will result in reduced soil erosion, improved soil health, improved water quality and quantity, enhanced wildlife habitat, and improved grazing conditions. Agricultural production will be promoted and the economic viability of local agricultural enterprises and rural communities will be enhanced. The combined resources will result in enhancing the protection of land and water resources in the Rutherford County.

IV. RESPONSIBILITIES

A. RUTHERFORD COUNTY will:

1. Provide at least two-thirds of the cost of technical services described in Attachment B, Budget, and Attachment C, Statement of Work, through in-kind contribution of District employees' time currently spent in implementing Farm Bill activities. Both documents are attached and incorporated as part of this agreement. This share of cost through in-kind contribution is estimated to be **\$20,000.00** for period September 1, 2012 – August 31, 2013.

2. Provide employees who are certified to perform the technical services in conservation planning and applying conservation systems, and providing other technical assistance related to Farm Bill and Conservation Technical Assistance Programs. See the attached Statement of Work.

3. Warrant that the technical service provided will:

(a) Comply with all applicable Federal, State, Tribal, and local laws and requirements;

(b) Meet applicable Department standards, specifications, and program requirements;

(c) Be consistent with the conservation cost-share program goals and objectives in this agreement; and

(d) Incorporate, where appropriate, low-cost alternatives that would address the resource issues and meet the objectives of both the program and program participants for which assistance is provided.

4. Request reimbursement quarterly by submitting a completed Form SF-270 with supporting documentation to NRCS. Refer to Attachment B – Budget and Attachment C Statement of Work that is attached. Include a Tax ID number 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. Supporting documentation for payment will include progress toward the deliverables identified in the attached Statement of Work.

5. At least once a year, provide to NRCS a Standard Form 425, Federal Financial Report.

6. Provide banking information on an SF-1199A to NRCS-Financial Management Staff so they may establish a Vendor File with direct deposit information.

7. Report to NRCS the appropriate data elements associated with the program technical services provided so that the data can be entered into the conservation accomplishment tracking system, Performance Results System (PRS).

8. Comply with Attachment A - Special Provisions.

9. Provide the following as a liaison:

	<u>Technical</u>	<u>Administrative</u>
Name:		
Address:		
Telephone No.:		
Facsimile No.:		
E-mail Address:		

10. Comply with the Agency Requirement for obtaining a Data Universal Number System (DUNS) number and Central Contractor Registration (CCR) reporting requirements.

B. NRCS will:

1. Provide up to one-third of the cost of the work described in the attached Plan of Work and budget. This cost to NRCS for the period covered will not exceed **\$ 9,000.00.**

2. Identify and prioritize work assignments and provide technical guidance to employees while working to accomplish the objectives of this agreement at the field office level. Provide coordination and guidance by NRCS technical specialists.

3. Provide availability to NRCS technology and technical tools to the maximum extent possible.

4. Provide quality assurance.

5. Reimburse on receipt and approval of Form SF-270. Items of work approved for reimbursement are shown in Attachment B, Budget, and Attachment C, Statement of Work.

6. Provide the following as a liaison:

	<u>Technical</u>	<u>Administrative</u>
Name:	Chris Hancock	Susan Hopkins
Address:	Murfreesboro, TN	Nashville, TN
Telephone No.:	615-893-9295	615/277-254
Facsimile No.:	615-893-9136	615/277-2580
E-mail Address:	chris.hancock@tn.usda.gov	susan.hopkins@tn.usda.gov

C. It is Mutually Agreed:

1. The period of performance for this agreement is September 1, 2012 – August 31, 2013, and work must be completed by the end of the period.
2. Employees of the District 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.
3. This agreement may be amended in writing by mutual consent of the parties to this agreement.
4. 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.
5. The furnishing of financial and other assistance by NRCS is contingent upon funds appropriated by Congress, made administratively available, or authorized by law.
6. NRCS may modify the initial allocation in whole or in part if NRCS determines that Rutherford County has failed to complete any project(s) specified in the Addendum.
7. NRCS may terminate this agreement in whole or in part if NRCS determines Rutherford County has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify Rutherford County 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 accordance with the legal rights and liabilities of NRCS and Rutherford County.
8. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by Rutherford County is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
9. Privacy of personal information relating to NRCS programs will be in accordance with Section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 and Section 1619 of the Food, Conservation, and Energy Act of 2008.
10. Employees of NRCS shall participate in efforts under this agreement solely as representatives of NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of Rutherford County or any member of the County. They also shall not assist Rutherford County or any member of the County with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with Rutherford County or any member of Rutherford County concerning future employment, and shall refrain from participation in efforts regarding such party until approved by the Agency.

11. As a condition of this agreement, Rutherford County assures and certifies that is in compliance with, and will comply in the course of this agreement with all applicable laws, rules, regulations, executive orders and other generally applicable requirements.

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RUTHERFORD COUNTY

BY: _____
(Signature)

TITLE: _____
Mayor

DATE: _____

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

BY: _____
(Signature)

TITLE: _____
State Conservationist

Date: _____

Attachment A – Special Provisions
Attachment B – Budget
Attachment C – Statement of Work

ATTACHMENT A SPECIAL PROVISIONS

Rutherford County agrees to comply with the following special provisions.

I. Drug-Free Workplace

By signing this agreement, Rutherford County is providing the certification set out below. If it is later determined that Rutherford County 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 substances 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 sentences, 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 substances.

Employee means the employee of the grantee directly engaged in the performance of work under a grant, including (a) all direct charge employees; (b) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (c) 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 the matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of sub-Districts of subcontractors in covered workplaces).

Certification:

- A. The grantee certifies that it will continue to provide a drug-free workplace by:
 - 1. 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.
 - 2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The danger of drug abuse in the workplace.

- b. The grantee's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance.
 - d. The penalties that may be imposed on employees for drug abuse violations occurring in the workplace.
 3. Making the requirement that each employee to be engaged in the performance of the grant be given a copy of the statement by paragraph 1.
 4. Notifying the employee in the statement required by paragraph 1. that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction.
 5. Notifying NRCS in writing within ten calendar days after receiving notice under paragraph 4. (b) from an employee or otherwise receiving actual notice of such conviction. Employers of a convicted employee 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.
 6. Taking one of the following actions within 30 calendar days of receiving notice under paragraph 4. (b) with respect to any employee who is so convicted:
 - (a) Take 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
 - (b) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.-6.
 8. Agencies shall keep the original of all disclosure reports in the official files of the agency.
- B. Rutherford County 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)

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of Rutherford County 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 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.
- B. 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.
- C. Rutherford County 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)

- A. Rutherford County certifies to the best of its knowledge and belief that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2. 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;

3. 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 A. 2. of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where Rutherford County 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 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.

A. Rutherford County signatory to this agreement certifies as follows:

1. 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.
2. To promptly notify the State Conservationist or Regional Assistant Chief 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 (EPA), 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.
3. To include substantially this certification, including this subparagraph 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 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.)

B. Rutherford County 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 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 the 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 B. 4.

C. 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, and 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 requirements 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 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 and water standards. Compliance shall also mean compliance with the schedule 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 operation, 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 facility except

where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

V. Nondiscrimination

Activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B) which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age, disability, marital status, familiar status, sexual orientation, or because all or part of an individual's income is derived from any public assistance source be excluded from participation in, be denied the benefits of or otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

VI. Assurances and Compliance

As a condition of the Contribution Agreement, Rutherford County assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VII. 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 term of this agreement in accordance with the applicable OMB Circular.

ATTACHMENT B

BUDGET

Rutherford County is required to contribute at least two-thirds towards the cost of accomplishing the objective of the agreement.

Total Estimated Cost:

\$29,000.00 (1456 hours/employee) X 1 employee = \$29,000.00 for 12 months

RUTHERFORD COUNTY SCD (2/3 share)	= \$ 20,000.00
NRCS (1/3 share)	= \$ 9,000.00
TOTAL for 12 months	<hr/> = \$ 29,000.00

ATTACHMENT C

PLAN OF WORK

Scope of Work: Work will be performed in support of the 2002 AND 2008 Farm Bills conservation programs. The technical tasks will generally consist of assisting others, collecting data, modifying or preparing limited design adaptations, applying accepted conservation practices, preparing reports, conducting training, and coordinating and communicating with conservationists, engineers, customers, and other NRCS personnel and partners. Work must be completed during the agreement period and be tied to the following programs: Conservation Technical Assistance (CTA), Environmental Quality Incentives Program (EQIP), Wetland Reserve Program (WRP), Conservation Stewardship Program (CSP), and Conservation Reserve Program (CRP). Work must identify conservation practices and list individuals assisted in Customer Service Toolkit. Rutherford County is required to follow the electronic Field Office Technical Guide (e-FOTG), Section IV Statement of Work for the conservation practices and plans that are completed. The practice documentation guidelines outline the documentation requirements and business tools for planned and applied practices.

Areas of conservation technical assistance covered by this agreement are:

- (a) **Conservation Planning:** Prepare or assist with the preparation of conservation plans in accordance with the National Planning Procedures Handbook (NPPH) and the electronic Field Office Technical Guide (e-FOTG) that address soil, water, air, plant, animal, and other resource concerns that have been identified. All conservation plans must be tied to a conservation program identified in the Scope of Work. The plans must be entered into Toolkit and reviewed by or completed by a certified conservation planner.
- (b) **Contract Assistance:** Assist landowners/producers with the preparation of contracts for conservation practices/plans approved and funded. The assistance may include development of a time schedule with construction deadlines, quality performance requirements, contract modification support, contract status reviews, project documentation, and payment application support. Completed items will be documented in the Performance Results System (PRS). The District employee must have a level 2 E-authentication in order to document accomplishments through this system
- (c) **Conservation Practices Application:** Prepare guidance to landowners/producers for the application of conservation practices. Practice application includes, but is not limited to, field investigations, topographic site surveying, practice analysis and design, layout, construction inspection, and development of as-built plans. Practices shall include, but are not limited to, those practices shown in this Plan of Work. Practices must meet the appropriate practice standard and engineering drawings meet the National Engineering Handbook requirements. Include all required signatures.
- (d) **Inspect and Verify Conservation Practices:** Inspect and provide checkout of conservation practices application constructed or being constructed directly for the individual landowner/producer. Inspection shall ensure that work is performed in accordance with

approved design, the USDA program contract, and Field Office Technical Guide standards. Employee must perform duties with the appropriate job approval authorities.

- (e) **Program Support:** Provide technical and administrative support, recommendations, and implementation assistance on a wide range of Farm Bill programs. This may include, but is not limited to, conservation planning and application assistance, development of cost lists, ranking criteria, contract development, status reviews, case file management, and general administrative activities.
- (f) **Location of Conservation Technical Services:** Rutherford County shall provide personnel to perform conservation cost-share technical services at the locations listed in this Plan of Work. The work shall be performed in both the field and office environment based on specific task(s) assigned.
- (g) **Work Task Reporting:** Rutherford County must provide information to NRCS regarding their program activities with USDA producers. All progress will be reported in PRS.
- (h) **Certifications:** The contribution agreement employee must work toward obtaining Conservation Planning Certification and Engineering Job Approval Authority for practices applicable to his/her county.