



NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR204310XXXXC022	2. Amendment Number	3. Award /Project Period Date of Final Signature - 09/14/2023	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 355 East Hancock Avenue, Stop Number 200 Athens, GA 30601		6. Recipient Organization (Name and Address) ROCKDALE SOIL & WATER CONSERVATION DISTRICT 421 YELLOW RIVER LANE CONYER GA 30012 DUNS: 117148215 EIN: 412185039	
7. NRCS Program Contact Name: Tansel Hudson Phone: (706) 546-2097 Email: tansel.hudson@ga.usda.gov	8. NRCS Administrative Contact Name: Bryan Thomas Phone: (573) 876-9417 Email: bryan.thomas@mo.usda.gov	9. Recipient Program Contact Name: Lynnette Clark Phone: (770) 990-0265 Email: lynnelclark@rockdale.k12.ga.us	10. Recipient Administrative Contact Name: Kenny Johnson Phone: (404) 569-9192 Email: johnson.rswcd@gmail.com
11. CFDA 10.902	12. Authority 16 U.S.C. 2001-2009 16 U.S.C. 2004 16 U.S.C. 3801 et seq 16 U.S.C. 590a-590f, 590q 7 CFR 12 7 U.S.C. 1010a	13. Type of Action New Agreement	14. Program Director Name: Kenny Johnson Phone: (404) 569-9192 Email: johnson.rswcd@gmail.com
15. Project Title/ Description: Provide unique experiences to create awareness and interest in STEM-based careers; specifically, in soil, water, and environmental science.			
16. Entity Type: A = State government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> Non-Federal	
Original funds total	\$156,671.00	\$0.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$156,671.00	\$0.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$0.00	Other	\$156,671.00
Total Direct Cost	\$156,671.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$0.00
		Total Federal Funds Awarded	\$156,671.00
		Total Approved Budget	\$156,671.00

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 Terrance O. Rudolph, State Conservationist	Signature TERRANCE RUDOLPH Digitally signed by TERRANCE RUDOLPH Date: 2020.09.24 14:05:50 -04'00'	Date
Name and Title of Authorized Recipient Representative Kenny A. Johnson, Signatory Official	Signature <i>Kenny A. Johnson</i>	Date <i>09/24/2020</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

Purpose

The purpose of this agreement is to provide unique experiences to underrepresented Rockdale County Public School District students and create awareness and interest in STEM-based careers; specifically, in soil, water, and environmental science.

Objectives

The main objectives of this agreement are to ensure Rockdale County Public School District students are given opportunities to explore, investigate, and become passionate about healthy soil, fishable, and drinkable water to cultivate a prosperous farming industry and improve the quality of life in our communities. This project also aims to increase student enrollment through K-12 collaborative place-based learning experiences for three targeted STEM-based schools and provide professional certification to high school seniors through DNR Adopt-A-Stream program.

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.

PERSONNEL - \$25,000.00

A total of ten (10) Rockdale County Public Schools, herein, RCPS, teachers will participate in RSWCD State Board program to teach the curriculum on soil, water, and environmental science. Dr. Lynette Clark, Program Contact/ Researcher Teacher will spend 35% of her time on the project. While the other nine (9) teachers will spend 15% of their time on the project. Approximately 133 days x \$150.00/day = \$19,950.00 and 40 days x \$125.00/day = \$5,000.00.

SUPPLIES - \$56,525.00

Supplies secured for the soil, water, and environmental science program will be used for investigation experiences in the classroom and on the field in collaboration with the following entities:

1. Georgia Environmental Protection Agency {EPD} - Adopt-A-Stream {AAS}
2. Georgia Department of Natural Resources {DNR} - Project Wild
3. Rockdale County Extension Office – Farming community
4. Georgia Master Gardeners
5. Rockdale Storm Water
6. Rockdale Water Treatment
7. Natural Resources Conservation Services {NRCS}

Necessary supplies include garden beds, pollinators garden supplies, microscope cameras, UV lights, digital moisture meters, test tubes & water collection materials, coolers, ice makers, Ziploc gallon bags, mini white boards, vis a vis markers, expo markers, expo erasers, sharpies, painter's tape, reams of paper, notebooks, mailing envelopes, laptops (4), all-in-one printer/scanner/copier (4), ink for printers, jump drives, Microsoft Office software, aprons, hand lenses, boots, boot covers, googles, soil, vegetable seeds, greenhouse, solar power water system kit, outdoor sink stations, composting bin stations, drying station, shovels, gardening gloves, wheelbarrows, hydroponics systems, personal protection equipment, water quality gear kit, rubber gloves, plaques, and backpacks.

Rockdale Soil and Water Conservation District will provide unique experiences to underrepresented students at RCPS to connect classroom learning to real life industry skills, thereby creating awareness and interest in careers centered in the disciplines of Science, Technology, Engineering, and Mathematics (STEM), specifically environmental science. The goal is for high school seniors to obtain professional certification through the Adopt-A-Stream {AAS} program under the Georgia Environmental Protection Agency {EPD} and Georgia Department of Natural Resources {DNR}.

Students in this program will become passionate about healthy soil, fishable and drinkable water to cultivate a prosperous farming industry; thereby improving the qualities of life in their respective communities while at the same time acquiring skills for readiness in an environmental career.

CONTRACTUAL – 12,625.00

Independent contractors will be responsible for evaluating the program's validity, sustainability, logistics and administration.

Certified Public Accountant {CPA}

RSWCD will hire an independent contractor to manage purchasing/inventory of all supplies and equipment sent to the

three (3) school sites. In addition, the CPA will maintain all financial records according to Federal guideline for auditing purposes.

1 CPA @ \$50.00 per hour @92.5 hours = \$4,625.00

1 Inventory/financial software system = \$1,100.00

Public Relation/Media Relations/Social Media Manager

RSWCD will hire an independent contractor to manage Public Relations/Media Relations related to all program and project activities. There will be media release form issued to all participants before taking posting to any social media platforms.

1 PR/MR/Social Media @ \$30.00 per hour @70 hours = \$2,100.00

Professional Photographer/Videographer

RSWCD will hire an independent contractor to oversee photography, video recording, etc. of students, teachers, parents, partners, adults involved in the program/project activities. These artifacts will be used for writing program reports, presentations at workshops, etc. related to the program. There will be media release form issued to all participants before taking pictures.

1 Photographer @ 50.00 per hour @40 hours = \$2,000.00

Professional Technology Specialist

RSWCD will hire an IT specialist to address any technical aspects beyond the scope of general knowledge for test, building, installing, repairing, or maintain the hardware and software associated with complex computer systems, etc.

1 Technology Specialist @\$70.00 per hour @ 40 hours = \$2,800.00

OTHER - \$48,421.00

Place-based learning activities to Stone Mountain, Rock Eagle, Georgia Envirothon, and Abraham Balwin Agriculture College are student-centered, real-life field studies that create opportunities to enhance classroom laboratory experiences, student collaboration, 21st Century technology skills and enrichment opportunities. Therefore, these place-based learning experiences will strengthen partnership with professional soil, water, and environmental science organizations, local farmers, local businesses and faith-based organizations to provide food in food desert areas, clean water and human health services to families. Thus, students educate themselves, their families and the public to understand the benefits of and participating in environmental conservation stewardship through community collaboration on the management and protection of ecosystems health.

Water and soil quality testing supplies

Each school site will receive water and soil quality testing supply kits {1 elementary, 1 middle, and 1 high school}. Two hundred (200) kits will be pre-made for students to conduct investigations at school or home sites due curriculum changes to virtual learning because of COVID-19.

1 kit per student @ \$25.80 per kit @ 200 students = \$5,160.00

Growing investigations

Each school site will have growing investigations {1 elementary, 1 middle, and 1 high school}. Growing investigations are designed to provide materials for investigations that include varied stages of growth development, environmental conditions, and genetic modifications for desirable traits. These include Delta Education Planting Starter kits, Delta Education hydroponics planting, and Edrotek Inc Plant cell culture for genetic modification.

Delta Education Planting Start Kit – 1 kit per student @ \$33.95 per kit @200 students = \$6,790.00

Delta Education hydroponics planting Kit – 1 kit per student @ \$27.64 per kit @ 200 students = \$5,528.00

Edrotek Inc Plant cell culture for genetic modification

These cultures will be used for investigations of genetic changes including crop-resistance, color change and pest control. There will be 60 kits total. The kits will be for middle and high school sites.

1 kit @ \$115.00 per kit @60 kits = \$6,900.00

Plants for investigations

Each school site will have assorted bulbs and tubers {1 elementary, 1 middle, and 1 high school}. Assorted bulbs and tubers will be secured for growing investigations and observations. 25 assortments per school site.

1 assortment @ \$50.00 per assortment @ 75 assortments = \$3,750.00

Travel to a variety of natural resource environments will take place to expose 300 students to real world experiences through authentic investigations and problem solving.

Stone Mountain

This program has the capacity for 100 elementary students.

The purpose of this program is to observe various geological, environmental, and man-made features. Student scientists will be challenged to hypothesize about geological forces affecting the mountain and discover how this incredibly unique habitat came to be millions of years ago.

\$19.95 per person per trip @ 100 students = \$1,995.00

\$19.95 per person per trip @ 2 teachers = \$39.90

\$19.95 per person per trip @ 1 parent = \$19.95

Rock Eagle

This program has the capacity for 100 middle students.

Students will be engaged in forestry and lake ecology experiences.

These experiences will afford students the opportunity to explore factors that contribute to healthy and unhealthy conditions of soil and water to thereby develop applicable solutions and make habitats more sustainable.

Rock Eagle forestry field day

The program has a capacity for 100 middle school students.

The purpose is to gain a better understanding and appreciation forestry resources and how said resources contributes to our economy and quality of life.

The location is 60 miles from the middle school site.

Rock Eagle overnight camp

The program has a capacity for 100 middle school students.

The purpose consists of experience, reflection, and a focus on the real-life application.

The cost ranges from \$40.00 to \$82.00 per person depending upon age.

\$82.00 per person per trip @ 100 students = \$8,200.00

\$82.00 per person per trip @ 4 teachers = \$328.00

\$82.00 per person per trip @ 1 parent = \$82.00

The Georgia Envirothon

This program has a capacity for 18 high school students, which is 3 groups of 6 students. Envirothon is an educational program consisting of competition that is centered around aquatic ecology, forestry, wildlife, and current environmental issues.

\$200.00 per group @ 3 groups of 6 = \$600.00

Abraham Baldwin Agricultural College (ABAC) Natural Resource Workshop

ABAC NRW provides an excellent opportunity to engage high school students in the importance of natural resources and agriculture in Georgia. Students participating in the workshop will attend lectures and hands-on activities to boost their knowledge of Georgia's vital natural resources. Local, state, and federal natural resource agencies and specialists from universities will host these sessions overnight.

\$200.00 per student @ 25 students = \$5,000.00

Department of Natural Resources {DNR/NRCS}

This program has the capacity for a total of 200 middle and high school combined.

This program encourages individuals and communities to monitor section of streams through training workshops to help improve local bodies of water in local communities' respective areas.

- Project Wet

- Project Wild

- Adopt-a-Stream

The below equipment and supplies will be needed to carry out stream projects once high school seniors' and teachers are certified through Adopt-a-Stream workshops.

One (1) 3M™ Petrifilm E. coli/Coliform Count Plates 6404

50 plates/box, E. coli Count Plates (EC) for Escherichia coli and coliform enumeration.

1 Plate @ \$95.00 per Plate = \$95.00

One (1) 3M™ Petrifilm™ E. coli/Coliform Count Plates 6414

500 plates/case, E. coli Count Plates (EC) for Escherichia coli and coliform enumeration.

1 cast of Plates @ \$753.25 per case = \$753.25

Incubator

One (1) Genesis Hova-Bator

1 unit @ \$134.95 per unit = \$134.25

One (1) Hova-Bator Circulated Air Picture Window

1 unit @ \$109.95 (product #1583) per unit = \$109.95

Cole-Parmer

Fixed-volume Pipette 1000uL (model # EW21600-06)

1 unit @ \$104.00 per unit = \$104.00

Sterile tips, 960/ case (69.85mm & and 2.75in) (Mfr # 9401113 – Item # EW-25001-73)

1 unit @ \$124.30 per unit = 124.30

Lil'pet Micropipette, 1000µL (product # 470149-048)

1 unit @ \$32.00 per unit = \$32.00

Sterile tips, 567/ case (76mm & 2.998in) (product # 83007-380)

1 unit @ \$93.91 per unit = \$93.91

Sigma-Aldrich (product # CLS4711) Sterile tips (1,000 per case)

1 case @ \$54.40 per case = \$54.40

USA Sterile tips (Item No.: 1122-1830) (960 per case)

1 case @ \$76.85 per case = \$76.85

WHIRL-PAK® Cole-Parmerm (product # EW-06499-80)

Whirl-pak® sterile sampling bag with white labeling area, 18 oz capacity (500 per box)

1 box @ \$102.10 per box = \$102.10

Thermometer (product # 61161-289) VWR® Traceable Sentry Min/Max Thermometer

1 unit @ \$63.91 per unit = \$63.91

Chemical & Macroinvertable Equipment for Adopt-a-Stream

A list of these equipment's and replacement agents are needed for activities = \$2,156.23

Rockdale Stormwater Treatment Facility

This program has the capacity for 300 students from elementary, middle, and high school. Students will explore water treatment processes and conditions. Additionally, they will observe steps for testing the health of local water sources. This experience is for all grade levels.

INDIRECT COSTS - \$14,100.00

Capped at no more than 10% of Direct Costs.

Responsibilities of the Parties:

If inconsistencies arise between the language in this Statement of Work (SOW) and the General Terms and Conditions attached to the agreement, the language in this SOW takes precedence.

NRCS will: Conduct a workshop.

Recipient will: Participate in a workshop. See Budget Narrative.

Submit performance reports on a semi-annual basis to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.

Submit SF425 Financial Reports on an annual basis to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period. Please note that financial reporting is based on the calendar year.

Submit payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a monthly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

The recipient (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information. In accordance with 2 CFR 200.216, the recipient (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

In accordance with 2 CFR 200.340, the recipient understands this agreement may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a recipient fails to comply with the terms and conditions of

a Federal award;

(2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

(3) By the Federal awarding agency or pass-through entity with the consent of the recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

(4) By the recipient upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

Expected Accomplishments and Deliverables

ACCOMPLISHMENT:

1. Promote environmental and conservation stewardship and help develop knowledgeable and responsible students, teachers, and citizens.

DELIVERABLE:

Increase the awareness for environmental issues, conservation, and careers.

ACCOMPLISHMENT:

2. Increase the student learning experiences in environmental and conservation problem solving, evaluation and implementation of action.

DELIVERABLES:

a. 8 of 10 teachers At least 80 % of all Environmental STEM Academy will become certified Project Wild and Project Wet certification to be completed by the end of the project period.

b. Increase the number of students who are Storm Water Certified by the end of the project period.

c. Increase the number of students involved in the Georgia Adopt-a-Stream program by the end of the project period.

ACCOMPLISHMENT:

3. Establish and sustain a place-based learning culture for middle school teachers and students.

DELIVERABLES:

a. Provide a pollinator gardens at the middle and high schools for students to actively participate in the planting and maintenance of native Georgia plant species.

b. Provide opportunities to promote solar power for watering of the gardens.

ACCOMPLISHMENT:

4. Engage the school community in service-learning projects that will promote early awareness of environmental issues and conservation.

DELIVERABLE:

a. Provide opportunities for school partnership demonstrations from high school to elementary and middle school.

Resources Required

NRCS will: As outlined in this agreement.

Recipient will: As outlined in this agreement.

Milestones

OBJECTIVE: Provide students authentic experiential learning through low risk laboratory investigations during remote/virtual learning. Due to COVID 19, the curriculum has been realignment to accommodate students' needs for virtual learning.

Year 1 TASK 1: Soil and hydroponic growing kits to be picked up or sent home for environmental studies investigations.

TIMELINE: Date of Final Signature through September 15, 2021

Year 2 TASK 1a: Field trips for soil and water conservation will take place in years 2 and 3. All field trips are pending the CDC and school district guidelines post pandemic protocols.

TIMELINE: September 15, 2021 through September 15, 2022

Year 3 TASK 1a: Field trips for soil and water conservation will take place in years 2 and 3. All field trips are pending the CDC and school district guidelines post pandemic protocols.

TIMELINE: September 15, 2022 through September 15, 2023

OBJECTIVE: Teachers will become certified in Project Wild to generate awareness of soil and wildlife habitats.
Year 1 TASK 2: Teachers will receive training for Project Wild to support awareness of conservation of habitats.
TIMELINE: Date of Final Signature through September 15, 2021

OBJECTIVE: Establish pollinator gardens at Memorial Middle School (MMS) and Rockdale Magnet School for Science and Technology (RMSST).
Year 2 TASK 3A: Partner with Rockdale County Extension Office and the Master Gardeners program Gardeners program to educate students on the benefits of a healthy plant/animal environment.
TIMELINE: September 15, 2021 through September 15, 2022

Year 3 TASK 3A: Partner with Rockdale County Extension Office and the Master Gardeners program. Gardeners program to educate students on the benefits of a healthy plant/animal environment.
TIMELINE: September 15, 2022 through September 15, 2023

Year 2 TASK 3B: Develop school garden design and implementation plans with Master Gardeners and UGA Extension Office.
TIMELINE: September 15, 2021 through September 15, 2022

Year 3 TASK 3B: Develop school garden design and implementation plans with Master Gardeners and UGA Extension Office.
TIMELINE: September 15, 2022 through September 15, 2023

OBJECTIVE: High school seniors will earn Storm Water Certification through the RSWCD program developed in consultation with the Georgia EPD during this project.
Year 1 TASK 4: High school seniors will be trained on freshwater quality techniques and take the exam to be certified with citizen science credentials.
TIMELINE: Date of Final Signature through September 15, 2021

Year 2 TASK 4: High school seniors will be trained on freshwater quality techniques and take the exam to be certified with citizen science credentials.
TIMELINE: September 15, 2021 through September 15, 2022

Year 3 -TASK 4: High school seniors will be trained on freshwater quality techniques and take the exam to be certified with citizen science credentials.
TIMELINE: September 15, 2022 through September 15, 2023

OBJECTIVE: Establish and maintain greenhouses at MMS and RMSST.
Year 1 TASK 5A: Students will grow various seasonal plants in greenhouse dwellings.
TIMELINE: Date of Final Signature through September 15, 2021

Year 2 TASK 5A: Students will grow various seasonal plants in greenhouse dwellings.
TIMELINE: Date of Final Signature through September 15, 2022

Year 3 TASK 5A: Students will grow various seasonal plants in greenhouse dwellings. TIMELINE: September 15, 2022 through September 15, 2023

Year 1 TASK 5B: Establish a greenhouse dwelling at MMS.
TIMELINE: Date of Final Signature through September 15, 2021

Year 2 TASK 5B: Establish a greenhouse dwelling at MMS.
TIMELINE: September 15, 2021 through September 15, 2022

OBJECTIVE: Establish an organic garden at MMS and RMSST with a solar watering system that will provide produce to share with the school and community.
TASK 6: Install and establish a solar panel watering system to promote growth of organic garden irrigation.
TIMELINE: Date of Final Signature through August 22, 2021

OBJECTIVE: Provide opportunities for elementary students to learn about conservation, and careers in environmental science.
Year 1 TASK 7: RMSST students will visit Honey Creek Elementary in community service to share, teach, and demonstrate environmental protection and ecosystem health.
TIMELINE: Date of Final Signature through September 15, 2021

Year 2 TASK 7: RMSST students will visit Honey Creek Elementary in community service to share, teach, and

demonstrate environmental protection and ecosystem health.
TIMELINE: September 15, 2021 through September 15, 2022

Year 3 TASK 7: RMSST students will visit Honey Creek Elementary in community service to share, teach, and demonstrate environmental protection and ecosystem health.
TIMELINE: September 15, 2022 through September 15, 2023

GENERAL TERMS AND CONDITIONS

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

U.S. DEPARTMENT OF AGRICULTURE FARM PRODUCTION AND CONSERVATION

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

I. APPLICABLE REGULATIONS

a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and 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 175, "Award Term for Trafficking in Persons" (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (6) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (7) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards" (8) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (9) 2 CFR Part 418, "New Restrictions on Lobbying" (10) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)" (11) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

b. 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" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project. b. Costs incurred after the award period of performance end date. c. Costs not identified in the approved budget or approved budget revisions. d. Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award. e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs. f. 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 administrative contact identified in the award.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407. III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval before incurring the costs. This restriction also applies to costs intended to meet cost-share requirements. FPAC agencies will not approve expenses incurred more than 90 calendar days before the period of performance start date. All costs incurred before the period of performance start date, even if approved, are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient authorized signatory must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award to the administrative contact. The request should contain the following information: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project scope, objectives, or deliverables 3. A description of the revised scope, objectives, or deliverables

c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract to the administrative contact. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. d. Change in a key person specified in the application or award.— When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.

e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must notify the administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.

f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative to support the request. 1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable. 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. 4. Changes in the approved cost-sharing or matching provided by the recipient. 5. Additional Federal funds needed to complete the project. 6. Changes to negotiated indirect cost rates during the award period of performance. 7. Equipment purchases not specifically identified in the approved budget.

g. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient authorized signatory must submit a written request to the FAPC administrative contact. Except in very limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following: 1. Amount of additional time requested 2. Explanation for the need for the extension 3. A summary of progress to date and revised milestones

IV. PAYMENTS

a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with supporting documentation to either the ezFedGrants system or to the e-mail address specified in the statement of work. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.

b. 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. At the end of each advance period, the recipient must provide a justification (i.e., documentation) showing the amount of advanced funds spent.

c. 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 recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

d. 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. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government.

e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award not later than 90 calendar days after the period of performance end date.

V. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or to the email address specified in the statement of work. Failure to submit reports as required may result in suspension or termination of award.

b. The recipient must submit a final financial report no later than 90 days after the period of performance end date. c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VI. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to FPAC. If the project involves subaward/contractual 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. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. 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 costs.

c. The recipient must submit a final performance report within 90 calendar days of the period of performance end date. d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VII. AUDIT REQUIREMENTS

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

specific audit conducted for that year.

VIII. 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 FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. 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, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions. e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making. f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences. g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

IX. 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:
- Farm Production and Conservation Business Center Grants and Acquisitions Division 1400 Independence Avenue, SW.
Room 6819 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 USDA 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 U.S. Department of Agriculture, under agreement 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. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

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 home page. 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.”

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

X. 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 authorizing statute. b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. 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 FPAC 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. If the recipient’s plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

d. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by FPAC. 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.

e. Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.

XI. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported on the applicable SF 270 and SF 425.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged 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 FPAC 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 FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the FPAC administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

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

XIV. MODIFICATIONS AND TERMINATIONS

The parties may amend this award through an exchange of correspondence between the authorized signatory of each or via formal amendment document. The award is subject to termination if FPAC determines that the recipient has failed to comply with the terms and conditions of the award. If the award is terminated, the guidelines at 2 CFR 200.339-42 will govern the obligations of the parties.

XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

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 FPAC.

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 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 FPAC determines that you are not in compliance with this award provision, FPAC: i. 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; ii. May pursue other remedies available for your material failure to comply with award terms and conditions. XVI. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

a. Responsibilities. 1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.

3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.

4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.

5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.

7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.

8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

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

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

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

c. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.

d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

XVII. AWARD CLOSEOUT

a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed. b. The recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient. c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 90 calendar days after the end date of the period of performance. d. Recipients must submit all requests for reimbursements no later than 90 calendar days after the end date of the period of performance. e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work. g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316.