

CONTRIBUTION AGREEMENT

BETWEEN THE

Xxx Agency

AND THE

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

FOR

**Environmental Quality Incentives Program Technical Assistance,
Integrated Pest Management,**

THIS AGREEMENT is made and entered into on or about March 1st, 2006, by the xxx Agency (hereinafter referred to as the "Agency") and the United States Department of Agriculture, Natural Resources Conservation Service (hereinafter referred to as "NRCS").

AUTHORITY

NRCS authority to enter into this agreement is the Food Security Act of 1985, Title XII, P.L. 99-198, as amended (section 1242); Farm Security and Rural Investment Act of 2002, (2002 Farm Bill), P.L. 107-171 and P.L. 106-387, Section 714. Food, Agriculture, Conservation and Trade Act of 1990, Title XIV, Section 1237, P.L. 1-101-624, 104Stat. 3584, 7 U.S.C. 3837, as amended; Omnibus Budget Reconciliation Act of 1993; Federal Agriculture Improvement and Reform Act of 1996; Agricultural Appropriations Act of 1997;

PURPOSE AND BENEFITS

The purpose of this agreement is to provide technical assistance to applicants and participants of the Environmental Quality Incentives Program (EQIP), or other programs administered by NRCS. This assistance is limited to integrated pest and nutrient management planning. Integrated pest management planning involves a system-based decision-making approach that uses biological, cultural, physical, regulatory, and chemical tactics to manage disease, weeds, insects, and other pest problems in the production and maintenance of plants and their health and does so in a way that minimizes risks to human health and the environment. Nutrient management planning is provided for field corn, hay and forage crops and sweet corn when appropriate and/or necessary depending on crop and needs. NRCS is required to provide technical assistance to applicants and participants in EQIP, but does not have sufficient resources or expertise to complete this responsibility.

The Agency is qualified and has the necessary resources and program staff to provide the technical assistance services required to plan and implement integrated pest management and nutrient management practices on the lands of participants in NRCS administered programs. This agreement is made pursuant to an MOU with the Agency establishing the basis for such

cooperation. Authority to enter into this MOU was established in the Technical Service Provider (TSP) Final Rule, 7 CFR Part 652 published in the Federal Register (vol. 69, No. 228) dated November 29th, 2004.

WHEREAS, the Agency and NRCS both have a mutual interest in providing this assistance; and **WHEREAS**, each party will contribute to the program as hereafter set forth, **NOW THEREFORE**, the Agency and NRCS deem it mutually advantageous to cooperate in this undertaking and hereby agree as follows:

RESPONSIBILITIES

A. THE Agency AGREES TO:

As described in the 'Plan of Work', (Attachment "C"), Addendum I and 'Budget', (Attachment "B") and to the limits of its funding and staff availability, provide technical assistance to selected EQIP and other program participants for implementing integrated pest management plans and nutrient management practices.

1. Design documents that demonstrate criteria in NRCS practice standard have been met and are compatible with planned and applied practices.
 - a. Practice purpose(s) as identified in the conservation plan
 - b. List of required permits to be obtained by the client
 - c. Practice standard criteria-related computations and analyses to develop plans and specifications including but not limited to:
 - i. Identification of targeted species
 - ii. Control methods (e.g. biological, cultural, chemical, mechanical)
 - iii. Environmental risk assessment of planned control method
 - iv. Mitigation techniques, if necessary
2. Records of application
 - a. Extent of practice units applied
 - b. Actual materials/control method/mitigation techniques used
 - c. Application rate, method and timing
3. Certification that the application meets NRCS standards and specifications and is in compliance with permits.
4. Provide documentation necessary for NRCS Progress Reporting. (see Addendum I.)
5. Written plans and specifications including sketches and drawings shall be provided to the client that adequately describes the requirements to install the practice and obtain necessary permits. Plans and specifications shall be developed in accordance with the requirements of conservation practice standard Pest Management (Code 595).
6. Documentation of needed operation and maintenance.
7. Design modifications during installation as required
9. Coordinates with NRCS staff to evaluate procedures.
10. Coordinate and review with NRCS staff information regarding adequacy of record keeping systems.

11. Coordinate with and assists program participants on use of the tests, interpretations of results, and record keeping.
12. Complete and submit quarterly but not less than annually, form SF-270, Request for Advance or Reimbursement, and documentation to support reimbursement for completed work; signed by appropriate official of the Agency. Include a summary statement or costs detail sheet to support the minimum 50% cost contribution requirement. Form SF-270 should be sent to the administrative contact listed below.

Name
Grants and Agreements Specialist
USDA, NRCS
Address
Telephone:

Advance payments may be made available for anticipated costs limited to those expected for the next 30-calendar day period. In the event an advance of funds is requested, submit a completed Form SF-270 with a certification that the funds requested are necessary to meet planned activities, will be utilized within 30-calendar days, and a plan of anticipated expenditures or outlays for that period. Also certify that the Agency has an adequate system in place to track the use of advanced funds.

Payments will be made by Electronic Funds Transfer (EFT).

13. Submit annual progress summaries and a final report to the NRCS principal contact identified in this agreement. The final report shall be due at the time of final billing. If there is no final billing, the final report shall be due no later than thirty calendar days following the completion of activities covered by the approved Implementation Plan and Budget.
14. The primary technical contact for the Agency is:

Person Name
Agency
Address
Telephone

B. NRCS AGREES TO:

1. Pay to the Agency, to the limits of its funding, 50% of allocable and allowable costs incurred in carrying out their responsibilities under the terms of this agreement. Invoices shall be submitted on a properly executed form SF-270 with supporting documentation attached and approved by the state conservationist (STC). For FY 2006, NRCS agrees to pay 50% of allowable costs. Payments to the Agency will not exceed \$xxx in NRCS funding.

2. Provide staff support, data, policy and program based information to assist in accomplishment of the purpose of this agreement.
3. Provide technical information as needed and coordination with the Agency as approved by the STC and as resources allow, including reviews and approvals, meeting participation, and data.
4. Upon receipt of progress reports from the Agency, the NRCS shall promptly review the reports to assure that the requirements of this agreement are being met.
5. The primary program contact for NRCS is:

Person Name
NRCS
Address
Telephone:

C. IT IS MUTUALLY AGREED THAT:

1. All persons employed by the Agency for purposes of accomplishing the goals of this agreement shall remain as the Agency's employees while carrying out their duties under this agreement and shall not be considered Federal employees for any purpose. These employees shall not have the protection of the Federal Tort Claims Act if they negligently cause injury or damage to others and will not be covered by the Federal Employees' Compensation Act if they are injured on the job.
2. This agreement is effective the date It is signed by both parties and shall continue in effect for obligation purposes through September 30, year.
3. Nothing shall be construed as obligating the parties to expend or as involving the United States in any contact or other obligation for future payment of money in excess of funds authorized by law and administratively made available. The furnishing of financial and other assistance by NRCS is contingent upon funds appropriated by Congress, made administratively available, or authorized by law.
4. This agreement may be amended at any time as mutually agreed in writing. Modifications within the scope of this agreement shall be by mutual consent of both parties, by the issuance of a written modification, signed by both parties. All modifications, extension, or amendments shall be made prior to the expiration date of this agreement.
5. This agreement may be terminated by either party upon thirty days written notice to the other party. Neither party shall incur further obligations past the date of termination. If the termination is for noncompliance, the Agency may be required to refund any payments made under this agreement by NRCS. If the termination is for the convenience of NRCS, the Agency will be entitled to reimbursement to expenses incurred prior to termination by NRCS. If the Agency elects to terminate this agreement, the Agency will be responsible to refund the NRCS any payments made under this agreement.

6. This agreement may be temporarily suspended by either party if it is determined that corrective action is needed to meet the provisions of this agreement. Further, either party may suspend this agreement when it is evident that a termination is pending.
7. By signing this agreement, the Agency assures the Department of Agriculture that the program or activities provided under this agreement will be conducted in compliance with all Federal civil rights laws, rules, regulations, and policies.
8. Privacy of personal information relating to natural resources conservation programs will be in accordance with Section 1244 Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171, 116 Stat. 235).

Signatories:

Agency

By: _____

Title: _____

Date: _____

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

By: _____
Name

Title: _____
State Conservationist

Date: _____

FUNDS AVAILABLE

By: _____
Name,

Title: _____
Budget Officer

Date: _____