

**CONTRIBUTION AGREEMENT
GACD-02-23-013
BETWEEN THE
GEORGIA ASSOCIATION OF CONSERVATION DISTRICTS, INCORPORATED
AND THE
RICHMOND COUNTY BOARD OF COMMISSIONERS**

THIS AGREEMENT, made and entered into this ___ day of ____, 2023, by and between the RICHMOND COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the “Provider”); and the Georgia Association Of Conservation Districts, Incorporated (hereinafter referred to as the “GACD”).

I. PURPOSE:

This long term conservation partnership serves to facilitate the implementation of planned conservation practices. This “partnership” is to assist interested landowners with the NRCS application process and conservation practice implementation. The Provider is responsible for providing technical support to participants for planned conservation as outlined in this agreement. The task involves the following technical support:

- Assisting landowners with Farm Bill Program application process
- Design and layout of conservation practices.
- Activities associated with various Farm Bill conservation programs contract development and management
- Contract planning
- Eligibility determinations
- Processing applications

All technical assistance provided must meet USDA-Natural Resources Conservation Service (NRCS) standards and specifications as set forth in its Departmental manuals, handbooks, and Field Office Technical Guide, conservation planning, conservation practice application, and other areas of technical assistance.

II. OBJECTIVES:

Under the provisions of this agreement NRCS is assigned responsibility of managing the technical assistance supplied by the Provider to landowners to plan and implement conservation practices on eligible land, manage easements, and complete evaluation and monitoring of completed practices. This agreement will support the objectives of both organizations and will leverage their capabilities to efficiently and effectively implement conservation activities as outlined in the Agriculture Improvement Act of 2018 and subsequent Farm Bills.

III. RESPONSIBILITIES OF THE PARTIES

A. GACD will

- Provide a list of program participants to county personnel contracted through the Provider, that have scheduled conservation practices, as identified in Part IV, Section

A, **Expected Accomplishments and Deliverables**, and identify and prioritize work assignments at the field office level.

- Provide technical guidance to the Provider and the county personnel maintained through this agreement when requested and provide clarity on work plan and other agreement details.
- Provide working materials and equipment needed to perform duties and to bear the cost of operation, maintenance and repair of equipment except for cost due to gross negligence by the Provider. NRCS accident reporting procedures will be followed.
- Coordinate reimbursement of the Provider on a quarterly basis upon receipt of properly completed required documentation. Documentation must include a detailed list of accomplishments utilizing the Deliverable Tracking Report as referenced in Part IV, Section A, **Expected Accomplishments and Deliverables**. GACD costs share shall not exceed the total obligation as identified in Part VI, **Resources Required**, equal to no more than **\$40,000.00**
- Review all new technologies and innovative practices, including applicable standards and specifications, prior to initiating those technologies and practices.
- Provide quality assurance for services provided under the agreement.

B. PROVIDER will:

- Provide employees to perform technical services in the State of Georgia.
- As identified in this Statement of Work, Part IV, Section A, **Expected Accomplishments and Deliverables** and Part VI, **Resources Required**, provide administrative and technical assistance to private landowners in conserving, improving, and enhancing their natural resources as well as in-kind supplies and services. The total cash supplied by the Provider will be **\$40,000.00**
- Provide technical assistance to participants as described in this Statement of Work and Part IV, Section A, **Expected Accomplishments and Deliverables**. Ensure personnel meet the GACD qualification standards for assigned responsibilities and for operation of equipment to perform those responsibilities.
- Ensure the Provider personnel maintained through this agreement, remain current with all training and certification requirements, to obtain and keep USDA NRCS Level II Computer Access current and up to date. This includes reporting changes to records and completing required Ag Learn courses when appropriate.
- Use existing NRCS policy, training procedures, and supervisory guidelines to ensure that all provided assistance meets NRCS standards.

- Comply with the special provisions included in this agreement and to work within this agreed-to **Statement of Work** and Part VI, **Resources Required**. Meet applicable NRCS standards, specifications, and program requirements. Be consistent with the conservation program goals and objectives in the agreement; and 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.
- Limit request for reimbursement for technical assistance provided as described in this **Statement of Work**, Part IV, Section A, **Expected Accomplishments and Deliverables** and Part VI, **Resources Required**.
- Be responsible for gross negligence during use of any NRCS property and to reimburse the NRCS for such costs. Gross negligence is defined as willful destruction of NRCS property.
- If applicable, the Provider shall carry liability insurance to operate a government vehicle in the amount of a minimum of \$500,000 and provide a certificate of insurance to GACD. Nongovernment employees will not drive government vehicles unless proof of insurance is made available to GACD.
- Provide at least fifty (50) percent of the cost of the technical assistance listed in Part IV, Section A, **Expected Accomplishments and Deliverables**. The Provider must match the USDA funds awarded on dollar-for-dollar basis from non-Federal sources.
- Request reimbursement from GACD for GACD's share as referenced in this Statement of Work, and the **General Terms and Conditions of this Agreement**. Total reimbursement shall not exceed the GACD portion referenced in Part VI, **Resources Required**. Reimbursement shall be requested through the use of:
 - Documentation must include a detailed list of accomplishments utilizing the Deliverable Tracking Report as referenced in Part IV, Section of A, **Expected Accomplishments and Deliverables**.
 - **Deliverables Tracking Report** must be certified, signed, and dated by the appropriate Richmond County official and the NRCS District Conservationist with the following statement: *"I certify that, to the best of my knowledge, this bill has not been previously submitted and that program accomplishments will meet planned activities under this agreement. I have examined and certify that this request is correct for payment."*
- Requests for Reimbursement shall be no more often than every 30 days for the period this agreement is in force
- Requests for Reimbursement shall be submitted via email to an address given.
- Warrant that the technical services provided:

- Comply with all applicable Federal, State, and Tribal and local laws and requirements;
- Are consistent with the conservation program goals and objectives in the agreement
- 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.
- Be subject to the same rules and regulations that apply to NRCS and other USDA employees when using Government owned property or equipment.

IV. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

A. Deliverables associated with this agreement include item listed in table A.1 and the following:

- Submit the Deliverables Tracking Report when requesting any payment.

Table A.1 Lists the Practice Development, Review and Certification deliverables associated with this agreement

Practice Description	Practice Code
Agrichemical Handling Facility (NO) (309)	309
Amendments for the Treatment of Agricultural Waste (591)	591
Animal Mortality Facility (NO.) (316)	316
Brush Management (314)	314
Closure of Waste Impoundments (NO) (360)	360
Combustion System Improvement (NO) (372)	372
Composting Facility (NO.) (317)	317
Conservation Cover (AC) (327)	327
Conservation Crop Rotation (AC) (328)	328
Cover Crop (AC) (340)	340
CNMP Development (102)	102
Critical Area Planting (AC) (342)	342
Diversion (FT) (362)	362
Early Successional Habitat Development/Management (AC) (647)	647
Farmstead Energy Improvement (NO) 374	374
Fence (FT) (382)	382
Filter Strip (AC) (393)	393
Forage and Biomass Planting (512)	512
Forest Stand Improvement (AC) (666)	666
Forest Trails and Landings (AC) (655)	655
Grade Stabilization Structure (NO.) (410)	410
Grassed Waterway (AC) (412)	412
Heavy Use Area Protection (AC) (561)	561
Hedgerow Planting (FT) (422)	422
Herbaceous Weed Control (Ac.) 315	315
Integrated Pest Management (AC) (595)	595
Irrigation Pipeline (FT) (430)	430
Irrigation Reservoir (NO. AND AC-FT) (436)	436

Irrigation System (NO. AND AC), Micro irrigation (441)	441
Irrigation System (NO. AND AC), Sprinkler (442)	442
Irrigation Water Management (AC)(449)	449
Mulching (AC) (484)	484
Nutrient Management (AC) (590)	590
Pipeline (FT) (516)	516
Prescribed Burning (AC) (338)	338
Prescribed Grazing (AC) (528)	528
Pumping Plant (NO.) (533)	533
Riparian Forest Buffer (AC) (391)	391
Riparian Herbaceous Cover (AC) (390)	390
Roof Runoff Structure (NO) (558)	558
Seasonal High Tunnel System for Crops (SF) (798)	798
Silvopasture Establishment (AC) 381	381
Solids/Liquid Waste Separation Facility (632)	632
Spring Development (NO.) (574)	574
Stream Crossing (NO.) (578)	578
Streambank and Shoreline Protection (FT) (580)	580
Terrace (FT) (600)	600
Tree/Shrub Establishment (AC) (612)	612
Tree/Shrub Site Preparation (AC) (490)	490
Underground Outlet (FT) (620)	620
Waste Storage Facility (NO.) (313)	313
Waste Transfer (634)	634
Waste Treatment Lagoon (NO.) (359)	359
Waste Utilization (AC) (633)	633
Water and Sediment Control Basin (NO.) (638)	638
Watering Facility (NO.) (614)	614
Well (NO.) (642)	642
Wildlife Upland Habitat Management (AC) (645)	645

Deliverables Tracking: Table B.1 provides a sample Deliverables Tracking Report. Use this report to identify the specific work performed during each payment period. The Deliverables Tracking Report tracks and totals reimbursement requirements based on the deliverable’s cost rates based on practice and task level performed. Actual Deliverables Tracking Report will be provided to the Provider in Excel format.

Table B.1 Sample Deliverables Tracking Report

Separate Deliverable Tracking Report must be submitted for each individual county working in support of this agreement.

Applying County

1st Quarter

Customer Name	Date of Service	Task Level	Program	Description	Amount Paid to County per Deliverable
John Doe	10/23/2012	Administrative	EQIP	Farm Bill Program Applications & their processing	\$ 20.00
Jane's Farm	10/24/2012	Technician	CTA	Fence (FT) (382)	\$ 90.00

Sample

Actual Deliverables Tracking Report will be provided to the Provider in Excel format by GACD

