

**COOPERATIVE AGREEMENT
BETWEEN
GEORGIA FORESTRY COMMISSION
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

This agreement, made and entered into this ____ day of December, 2005 is by and between the Georgia Forestry Commission, called Recipient or GFC, and the United States Department of Agriculture (USDA), Natural Resources Conservation Service, called NRCS.

I. AUTHORITY

NRCS authority to enter into this agreement is the Soil Conservation and Domestic Allotment Act of 1936, as amended, Public Law 74-46, 16 U.S.C. 590 a-f; Consolidated Appropriations Act of 2006, Federal Improvement and Reform Act of 1996, Public Law 104-127 as amended; Food Security Act of 1985, Subtitle D, Title XII, 16 U.S.C. 3830 et seq. Farm Security and Rural Investment Act of 2002 (Public Law 107-171, May 13, 2002); 7CFR652.6 Department delivery of technical services, and the Conservation Technical Assistance Program (CTA), 7CFR610 (CFDA 10.902)

II. PURPOSE

The purpose of this agreement is to provide technical assistance to producers for NRCS Farm Bill conservation programs. The tasks will generally consist of: assisting others, collecting data, modifying or preparing limited design adaptations, applying accepted conservation practices, preparing reports, contract planning, contract modification support, contract status reviews, project documentation and payment application support. The Recipient will coordinate and communicate with conservationists, customers and other NRCS personnel and partners. The level of complexity for each location will depend on the type of assistance requested in Attachment C, Scope of Work.

All assistance provided must meet USDA standards and specifications as set forth in Departmental manuals, handbooks, and Field Office Technical Guide, conservation planning, conservation practice application, and other areas of technical assistance: The Recipient shall prepare guidance to Landowners/Producers for the application of soil conservation practices. Practice application includes but is not limited to field investigations; topographic site surveying, practice analysis and design, installation, checkout, development of management plans and certifying completion of the practices.

III. MUTUAL INTEREST

The NRCS and the Recipient have a mutual interest in assisting landowners in the conservation, maintenance and improvement of natural resources in Georgia as they relate to forestry activities. NRCS provides technical and financial assistance through the use of cost-share agreements.

The mission of the GFC is to provide leadership, service, and education in the protection and conservation of Georgia's forest resources. GFC has entered into partnerships with several natural resource organizations and their programs to provide conservation, cost-share, educational, and technical forestry services to landowners.

This cooperative agreement assists both NRCS and GFC with the implementation of common objectives outlined above.

IV. RESPONSIBILITIES

A. THE RECIPIENT Will:

1. Provide technical services described in the attached plan of work and budget.
2. Be certified as a technical service provider meeting the NRCS national criteria established for certification in the categories shown in the attached plan of work. The criteria are located in TechReg, an NRCS web-based certification application program found at <http://techreg.usda.gov>.
3. Warrant that the technical services provided will:
 - Comply with all applicable Federal, State, and Tribal and local laws and requirements;
 - Meet applicable Department 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.
4. Request reimbursement not more frequently than monthly, nor less frequently than quarterly, by submitting a completed form SF-270, Request for Advance or Reimbursement, with supporting documentation to NRCS. Refer to Attachment C, Scope of Work, that is attached. Include a Taxpayer Identification Number (TIN) 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. Total amount of reimbursement from NRCS will not exceed [REDACTED]. Requests for Advance shall also be supported by a SF-272, "Federal Cash Transaction Report".

The Form SF-270 with documentation shall be sent to the NRCS at the following:

USDA Natural Resources Conservation Service
355 E. Hancock Ave.
Athens, Georgia 30601-2769
Attn: Louis Hendricks - Phone: (706) 546-2018

5. Comply with the Attachment A - Special Provisions, Attachment B - Plan of Work, and Attachment C, Scope of Work, and Attachment D – Forestry Guide. Follow the provisions of 7 CFR 3015.82 regarding submission of the SF-269, Financial Status Report.

6. The applicants shall comply 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 will be incorporated in the agreement by reference, and such other statutory provisions as are specifically set forth in the agreement.
7. The applicants, by signing or submitting this application, are providing a certification set forth in Attachment A, Special Provisions, (7 CFR 3017); Certification Regarding Drug Free Workplace Requirements.
8. Provide a quarterly progress report to the NRCS liaison officer detailing the success or difficulties encountered in the project. Reports should identify actions complete and action in-progress with an estimated completion date.
9. Provide the following as a liaison:

Steve Chapman
5645 Riggins Mill Road
Dry Branch, Georgia 31020
Telephone No. 478 751-3493
Facsimile No. 478 751-3465
Email Address: schapman@gfc.state.ga.us
10. To report to the Service no later than October 31 of each year the success achieved, the objectives met, and the work accomplished for the period.

B. NRCS WILL:

1. Provide [REDACTED] percent of the cost of the work described in the attached plan of work and budget. This cost to NRCS will not exceed [REDACTED].
2. Provide availability to NRCS technology and technical tools to the maximum extent possible.
3. Provide access to computer equipment and NRCS software needed to accomplish technical assistance provided by the recipient.
4. Reimburse eligible expenditures upon request and approval of form SF-270, Request for Advance or Reimbursement. Items of work approved for reimbursement are shown in Attachment C – Scope of Work.
5. Provide the following as a liaison:

Josh Wheat
355 East Hancock Avenue
Athens, Georgia 30601-2769
Telephone No. (706) 546-2009 - Facsimile No. (706) 546-2275
Email Address: josh.wheat@ga.usda.gov

C. GFC AND NRCS MUTUALLY AGREE:

1. This agreement is effective upon date of final signature. This agreement is effective through October, 2007. It may be renewed by amendment until the objectives of the agreement are accomplished, but not later than the end of the fiscal year in which work is completed. This agreement shall be considered closed out if the period of performance is expired and no funds remain.
2. Each party agrees that it will be responsible for its own acts and results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents or employees; and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself, or its own agents or its own employees, while occupying or visiting the projects under and pursuant to this Agreement. The Federal Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
3. To comply with all laws and regulations which may apply, including labor laws, environmental regulations, etc.
4. This agreement may be amended in writing by mutual consent of the parties to this agreement. Follow-up all verbal amendments with a bi-lateral written amendment.
5. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the recipient is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
6. This agreement may be terminated by either party by written notice to the other party or parties at least 30 days in advance of the effective date of the termination.
7. NRCS may terminate this agreement in whole or in part if NRCS determines the recipient has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the recipient 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 accord with the legal rights and liabilities of NRCS and the recipient.
8. Employees of the recipient 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.
9. Privacy of personal information relating to Natural Resources Conservation Service Programs will be in accordance with Section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171, 116 Stat. 235).

STATE: Georgia
AGREEMENT NO. [REDACTED]

10. The furnishing of financial and other assistance by NRCS is contingent upon funds appropriated by Congress, made administratively available, or authorized by law.
11. 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 GFC. They also shall not assist GFC, or any member of GFC with efforts to lobby Congress, or to raise money through fund raising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with GFC, or any member GFC, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.
12. The Comptroller General of the United States or his/her duly authorized representative of the Department of Agriculture or cognizant agency shall, until the expiration of three (3) years after final payment under this agreement, have access to and have the right to examine any directly pertinent books, documents, papers, and records of the Provider, or any of its subcontractors engaged in the performance of or involving any transactions related to this agreement.
13. Each party of this agreement shall administer and comply with all of the provisions of the applicable Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) Circulars 7 CFR 3015, 7 CFR 3017, 7 CFR 3052, OMB's A-87, A-102, and A-133.
14. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise there from; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
15. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in 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 the Americans with Disabilities Act of 1990.
16. Non-Discrimination 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 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, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint to discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S. W. Washington, D. C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

- 17. Recipients shall have an acknowledgement of awarding agency support placed on any publications written or published with grant support, and if feasible, on any publication reporting the results of, or describing a grant supported activity. (7 CFR 3015.200) Obtain written or verbal consent prior to using the names of any parties to this agreement by the other in any advertising, publicity, or news releases, etc., related to the work undertaken under the terms of the agreement.

- 18. In order to comply with the new provisions of the Debt Collection Act of 1996, as amended, 31 U.S.C., which requires federal agencies to convert from check payments to Electronic Fund Transfers (EFT), Cooperators need to submit the name of your designated financial institution, financial institution routing information, account number, the type of account in which deposits will be made, i.e. checking or savings, and your tax identification number or social security number. This information must be attached to this project agreement unless previously provided.

GEORGIA FORESTRY COMMISSION

By: _____

Title: _____

Date: _____

U. S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____
State Conservationist

Date: _____

- Attachment A - Special Provisions
- Attachment B - Plan of Work
- Attachment C - Scope of Work
- Attachment D – Forestry Guide