

**MINUTES OF THE VAN BUREN COUNTY COMMISSION  
VAN BUREN COUNTY, TENNESSEE**

The Van Buren County Commission met in a Regular Meeting Tuesday, December 15, 2020 at 6:00 p.m. at the Van Buren County Administrative Facility & Justice Center. The following action was taken as recorded in Minute Book, "S".

**Call to Order**

Joey Grissom called the Meeting to Order. **(Due to Governor's Orders this meeting was conducted though Zoom).**

**Roll Call**

Member present: Joey Grissom, Bill Mosley, Henry Seamons, and Brian Simmons. Via-zoom: David Chandler, Terry Hickey, William Maxwell, Robert Van Winkle. Mickey Robinson and Michael Woodlee was absent.

Also present: County Attorney Howard Upchurch, Finance Director Jessica Grissom, Jay William with Zoom, and County Clerk Lisa Rigsby.

**Commissioner Brian Simmons led us in prayer.**

**Approval of November 17, 2020 Meeting Minutes**

Henry Seamons made a motion, second by Bill Mosley to approve the Minutes from the November 17, 2020 Meeting.

Upon roll Call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Henry Seamons, Brian Simmons, and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

**Committee B Report**

**Commissioner Mickey Robinson came in on Zoom at 6:08 p.m.**

**Committee B Meeting**

**11-30-2020**

Members Present, Terry Hickey, Michael Woodlee, Bill Mosley, Brian Simmons, Mayor Wilson.

**Item # 1.** Set Bid price on real Estate BDS property, Discussion was held on Appraisal of the Property and buildings and what the county had invested. Discussion was also had on which would be the best way to market the property sealed bid or real estate broker. With real estate broker the county would lose 6% of the money from the sale due to Broker fees. It was decided to market the property by sealed bid.

A motion was made by Commissioner Hickey and seconded by Commissioner Woodley to market the property by sealed bid for a minimum bid of \$300,000.00

Roll call Vote: Terry Hickey (yes) Michael Woodlee (yes) Bill Mosley (yes) Brian Simmons (yes)

**Item #2.** New Business

Commissioner Mosley brought to the committee a petition signed by the Citizens of Templeton road to have a set speed limit with sign of 30 mph.

Motion was made by Commissioner Mosley to bring this to the full Commission, it was seconded by commissioner Woodlee. Roll call vote Terry Hickey (yes) Michael Woodley (yes) Bill Mosley (yes) Brian Simmons (yes)

Questions from citizens? None

Motion Made by Michael Woodlee to Adjourn. Seconded by Bill, roll call vote, all voted in favor. Meeting was adjourned.

Neighborhood Petition for Speed Limit

We, the residents and property owners of "Templeton Road" request a speed limit on our road to be reduced and posted @ 30 MPH to improve safety for our children and families.

Name (Templeton Rd.)	Address	Signature	Date
Darlan H. Masley	407 Templeton Rd	Darlan H. Masley	11-30-20
Philip E Marsh	557 Templeton Rd	Philip E Marsh	11/30/20
Robert Patterson	150 Templeton Rd	Robert Patterson	11/30/20
Judith Patterson	150 Templeton Rd	Judith Patterson	11/30/20
Sperry McGilohay	292 Templeton Rd	Sperry McGilohay	11/30/20
Sperry McGilohay	209 Templeton Rd	Sperry McGilohay	11/30/20
Michael Templeton	209 Templeton Rd	Michael Templeton	11/30/20
Estil J. Davis	595 Templeton Rd	Estil J. Davis	11/30/20
TOM McCOY	82 Templeton Rd	TOM McCOY	11/30/20
Thomas McCoy	4063 Burrace Rd	Thomas McCoy	11-1-2020
Tomy McCoy	82 Templeton Rd	Tomy McCoy	12-1-2020

**Committee B Chairman Brian Simmons brought forward action that needs to be taken from the Full Commission from the November 30, 2020 Meeting.**

**Set Bid price on Real Estate BDS Property**

Committee B discussed the appraisal of the property and Buildings and what the County had invested and the best way to market only the property either by sealed bids or Real Estate Broker. The Real Estate Broker would charge 6% extra for broker fees. Committee B would like to do sealed bids on the property only. Brian Simmons made a motion, second by Henry Seamons to take sealed bids on the Real Estate only with a minimum bid of \$300,000.00.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Mickey Robinson, Henry Seamons, Brian Simmons, and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

**Speed Limit set for Templeton Road**

Commission Bill Mosley brought to the Full Commission a petition signed by the Citizens of Templeton Road to have a set speed limit with sign of 30 mph. Brian Simmons made a motion, second by Henry Seamons to set the speed limit at 30 mph on Templeton Road including a sign. **(Mickey Robinson was dropped on zoom)**

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Henry Seamons, Brian Simmons, and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

**Appointment of Teresa Walker and Darlene Hunter to Audit Committee**

Henry Seamons made a motion, second by Bill Mosley to approve Teresa Walker and Darlene Hunter to the Audit Committee.

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Henry Seamons, Brian Simmons, and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

**Old Business**

None

**New Business**  
**Committee A Report**

**Committee A**  
**December 14, 2020**

**Roll Call:**

Members present: David Chandler, Mickey Robinson, Henry Seamons, Robert Van Winkle and Will Maxwell. Also Finance Director Jessica Grissom, (This meeting was conducted through conference call due to Covid-19)

**Solid Waste Bid Opening**

The bids for solid waste disposal were opened. We received one bid from Priority Waste for 19.75 per Cart per Month for weekly pick up.

Mr. Chandler made a motion to not accept the bid Seconded by Mr. Robinson, All Voted Yes

**Amendment for Fund 101 & 116**

Motion by Mr. Chandler to amended fund 101 and 116 as presented. Seconded by Mr. Van Winkle, All Voted yes

**Adjourn**

Motion was made by Mr. Robinson to Adjourn and seconded by Mr. Seamons. All Voted Yes.

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Resolution # \_\_\_\_\_

To the Van Buren Commission meeting in regular session this 15 th day of December 2020:

Whereas, it appears there will be budget overruns in various department expenditures in the General Government operations.

Therefore, be it resolved that the following budget amendments be adopted by the Van Buren County Commission.

Van Buren Co. Executive		General Fund			
2020-2021 Budget Amendments		Fund 101	12/15/2020		
Function	Obj.	Description	Explanation	Debit	Credit
51500	193	Election workers	Some of this is reimbursable thru state for covid		\$4,950.00
	332	Legal Notices	Newspaper ads for election		\$605.00
	349	Printing & stationary			\$280.00
	399	Other Contracts	Microvote		\$7,600.00
51800	166	Custodial	this fiscal year we are using line item #149. This is from first couple of payrolls before I realized there was no money budgeted in this line item		\$1,800.00
53400	210	Unemployment	The clerk and master is not an elected official. She needs unemployment held out on her should she every be unemployed.		\$715.00
55731	147	part time	This is where employee was hired		\$960.00
	201	social security	as a pt truck driver and I used the code		\$60.00
	210	unemploy	101 instead of 116 in computer.		\$10.00
	212	medicare	He is in the correct line item for		\$14.00
58400	513	Workers Comp.	There will be a check written from sw to correct 101		\$21,538.00
39000		<b>Fund Balance</b>	Work Comp Audit	\$38,532.00	
			<b>Total</b>	\$38,532.00	\$38,532.00

Sponsor: \_\_\_\_\_  
County Commissioner

Date : \_\_\_\_\_

Approval: \_\_\_\_\_  
County Mayor

Attest: \_\_\_\_\_  
County Clerk

Resolution # \_\_\_\_\_

To the Van Buren Commission meeting in regular session this 15 th day of December 2020:

Whereas, it appears there will be budget overruns in various department expenditures in the General Government operations.

Therefore, be it resolved that the following budget amendments be adopted by the Van Buren County Commission.

**Van Buren Co. Executive                      Solid Waste**  
**2020-2021 Budget Amendments      Fund 116**                      12/15/2020

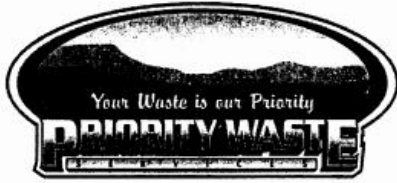
Function	Obj.	Description	Explanation	Debit	Credit
55731	412	Diesel	<i>We spent over \$31,000 last year but there was only \$10,500.00 budgeted? We are over a couple hundred at this time and the bill is due on the 21 of every month</i>		\$19,000.00
<b>39000</b>		<b>Fund Balance</b>		\$19,000.00	
			<b>Total</b>	<b>\$19,000.00</b>	<b>\$19,000.00</b>

**Sponsor:** \_\_\_\_\_  
County Commissioner

**Date:** \_\_\_\_\_

**Approval:** \_\_\_\_\_  
County Mayor

**Attest:** \_\_\_\_\_  
County Clerk



470 Rock Quarry Road  
Soddy Daisy, TN 37379  
Phone: 423-332-4600  
Fax: 423-332-4607

12/7/2020

Van Buren County  
Greg B. Wilson, Mayor  
121 Taft Dr.  
PO Box 217  
Spencer, TN 38585

Priority Waste Services will provide the service requested in the bid of Residential Garbage Collection at the price of **\$19.75** per cart serviced one time per week.

RE: Bid Specifications for Van Buren County Residential Garbage Collection

- 1) Enclosed is a copy of the TN Secretary of State Certificate of Existence of business since 2009.
- 2) Priority Waste Services has serviced the City of Soddy Daisy Residential Curbside Pickup since 2015. Burt Johnson with the City of Soddy Daisy can be contacted at 423-332-5323. PWS has been doing curbside pickup since 2010. PWS has also services the City of Dunlap since July 2019. Dwain Land can be reached at 423-949-2115.
- 3) See statement 1). The copy of business license for Hamilton County and City of Soddy Daisy, active and in good standings.
- 4) Reporting requirements: Priority Waste Services will retain all landfill records and report as requested.
- 5) Furnishings: Priority Waste Services has partnered with Otto Environmental Systems North America, Inc. to obtain new cans to fulfill the contract.
- 6) Trucks: a) Priority Waste Services currently has trucks and drivers to fill the position on the route. b) the trucks are single axel trucks capable of accessing smaller areas.
- 7) Environmental Compliance: Materials will be taken to PWS Transfer Station or Meadow Branch Landfill.
- 8) Collection: PWS will work with the County on any days established. PWS proposes multiple day pickup days to be agreed upon with the County.



470 Rock Quarry Road  
Soddy Daisy, TN 37379  
Phone: 423-332-4600  
Fax: 423-332-4607

- 9) Holiday Schedule: Upon agreement, we will abide by the holiday schedule.
- 10) Collection Carts: See item 5).
- 11) Hauling: We accept this requirement.
- 12) Disposal: We accept this requirement.
- 13) Disposal Costs: Upon conversation with Mr. Wilson, the CPI increase cannot exceed 5%, not \$0.05 as stated in the bid requirements.
- 13 b) Point of Contact: We accept this requirement.
- 14) Complaints: We accept this requirement.
- 15) Insurance: We have provided a COI with insurance limits. We propose to offer f) Excess Umbrella Liability \$2,000,000 each occurrence as opposed to the \$5,000,000 requested.
- 16) Trade References: Gene Shipley, City of Soddy Daisy, Independent Contractor 423-280-0608. Carder Diesel, Bonnie Carden 423-775-5892. George Wright Construction, Wade Wright, 423-593-7704
- 17) Contract Price: We accept this requirement.
- 18) Terms of Contract: We accept this requirement.
- 19) License, Permits and Fees: We accept this requirement,
- 20) Indemnity: We accept this requirement.

We appreciate the opportunity to work with you.

Thanks,

A handwritten signature in black ink that reads "Todd Beals". The signature is written in a cursive, slightly slanted style.

Todd Beals





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alder & Cox Inc. P.O. Box 1238 Hixson TN 37343	CONTACT NAME: Alder & Cox, Inc. PHONE (A/C No., Ext.): (423) 877-3536 E-MAIL ADDRESS:	FAX (A/C No.): (423) 875-5804
	INSURER(S) AFFORDING COVERAGE	
INSURED Priority Waste Services, Inc. P. O. Box 1492 Soddy Daisy TN 37384	INSURER A: West Bend Mutual Insurance Company	15350
	INSURER B: Accident Fund General Insurance Company	12304
	INSURER C: Guide One Insurance	14559
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/non-contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC		A68027700	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS90		A68027700	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		A68027700	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCV6200641-0	12/30/2019	12/30/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability - Deductible \$5,000		ENV562002929-00	05/27/2020	05/27/2021	Each Occurrence \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

MC# 677392 // Cargo Coverage-All Risk including Tarp Warranty, Reefer breakdown is not included.  
 Trailer Interchange - \$50,000 with Comp/Collision \$1,000 each

CERTIFICATE HOLDER *For Your Records Only*	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE:  <KF>

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Tre Hargett  
Secretary of State

Division of Business Services  
Department of State  
State of Tennessee  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

JULIE SMITH  
470 ROCK QUARRY RD  
SODDY DAISY, TN 37379

May 28, 2019

Request Type: Certificate of Existence/Authorization  
Request #: 0317653

Issuance Date: 05/28/2019  
Copies Requested: 1

Document Receipt

Receipt #: 004830885 Filing Fee: \$20.00  
Payment-Credit Card - State Payment Center - CC #: 3759131086 \$20.00

Regarding: Priority Waste Service Inc  
Filing Type: For-profit Corporation - Domestic Control #: 599860  
Formation/Qualification Date: 04/06/2009 Date Formed: 04/06/2009  
Status: Active Formation Locale: TENNESSEE  
Duration Term: Perpetual Inactive Date:  
Business County: HAMILTON COUNTY

CERTIFICATE OF EXISTENCE

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

Priority Waste Service Inc

- \* is a Corporation duly incorporated under the law of this State with a date of incorporation and duration as given above;
- \* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- \* has filed the most recent annual report required with this office;
- \* has appointed a registered agent and registered office in this State;
- \* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

  
Tre Hargett  
Secretary of State

Processed By: Cert Web User

Verification #: 033477736

**Hamilton County  
Business Tax Standard License**

**This certificate must be publicly displayed.**

PRIORITY WASTE SERVICE INC  
470 ROCK QUARRY RD  
SODDY DAISY TN 37379-5166

Date Issued: 16-Apr-2020  
Classification: 3  
Letter ID: L2110584576  
License Number: 1000200425  
Expiration Date: 15-May-2021

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**City of Soddy Daisy  
Business Tax Standard License**

**This certificate must be publicly displayed.**

PRIORITY WASTE SERVICE INC  
470 ROCK QUARRY RD  
SODDY DAISY TN 37379-5166

Date Issued: 29-Apr-2020  
Classification: 3  
Letter ID: L0894308096  
License Number: 1000200425  
Expiration Date: 15-May-2021

**Committee A Chairman William Maxwell brought forward action that needs to be taken by the Full Commission from the Committee A Meeting December 14, 2020.**

**Solid Waste Bid Opening**

No action was taken on this matter. Commission Bill Mosley questioned, "If this is a dead issue?" Commission Maxwell stated, "he suppose so".

**Budget Amendments for Fund 101 & 116**

Budget Amendments from now on will be done in the form of a Resolution. Finance Director Jessica Grissom presented Amendments that need to be approved by the Full Commission in the Committee A Meeting. William Maxwell made a motion, second by David Chandler to approve both Resolutions Fund 101 and 116. **Resolutions as following:**

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Henry Seamons, Brian Simmons, and Robert Van Winkle voted yes. No changes to any yes vote. Motion passed.

Resolution # 430

To the Van Buren Commission meeting in regular session this 15 th day of December 2020:

Whereas, it appears there will be budget overruns in various department expenditures in the General Government operations.

Therefore, be it resolved that the following budget amendments be adopted by the Van Buren County Commission.

Van Buren Co. Executive		General Fund			
2020-2021 Budget Amendments		Fund 101	12/15/2020		
Function	Obj.	Description	Explanation	Debit	Credit
51500	193	Election workers	Some of this is reimbursable thru state for covid		\$4,950.00
	332	Legal Notices	Newspaper ads for election		\$605.00
	349	Printing & stationary			\$280.00
	399	Other Contracts	Microvote		\$7,600.00
51800	166	Custodial	this fiscal year we are using line item #149. This is from first couple of payrolls before I realized there was no money budgeted in this line item		\$1,800.00
53400	210	Unemployment	The clerk and master is not an elected official. She needs unemployment held out on her should she every be unemployed.		\$715.00
55731	147	part time	This is where employee was hired		\$960.00
	201	social security	as a pt truck driver and I used the code		\$60.00
	210	unemply	101 instead of 116 in computer.		\$10.00
	212	medicare	He is in the correct line item for		\$14.00
58400	513	Workers Comp.	There will be a check written from sw to correct 101		\$21,538.00
39000		Fund Balance	Work Comp Audit	\$38,532.00	\$21,538.00
			Total	\$38,532.00	\$38,532.00

Sponsor: \_\_\_\_\_  
County Commissioner

Date : \_\_\_\_\_

Approval: \_\_\_\_\_  
County Mayor

Attest: \_\_\_\_\_  
County Clerk

Resolution # 431

To the Van Buren Commission meeting in regular session this 15 th day of December 2020:

Whereas, it appears there will be budget overruns in various department expenditures in the General Government operations.

Therefore, be it resolved that the following budget amendments be adopted by the Van Buren County Commission.

Van Buren Co. Executive		Solid Waste		12/15/2020	
2020-2021 Budget Amendments		Fund 116			
Function	Obj.	Description	Explanation	Debit	Credit
55731	412	Diesel	<i>We spent over \$31,000 last year but there was only \$10,500.00 budgeted? We are over a couple hundred at this time and the bill is due on the 21 of every month</i>		\$19,000.00
39000		Fund Balance		\$19,000.00	
			Total	\$19,000.00	\$19,000.00

Sponsor: \_\_\_\_\_  
County Commissioner

Date: \_\_\_\_\_

Approval: \_\_\_\_\_  
County Mayor

Attest: \_\_\_\_\_  
County Clerk

**Highway Departments Federal Grant from the Natural Resources Conservation Service (NRCS)**

The Highway Department was approved for a NRCS Grant. This Grant will be for project code 5110 EWP on Rocky River and Arch Hillis Cemetery Roads. This project is needed to rebuild where flood waters have eroded away the land and build a retainer wall to prevent future erosion. Henry Seamons made a motion, second by Bill Mosley to approve the NRCS Grant for the Highway Department. **The Completed Contract for Grant as following:**

Upon roll call: David Chandler, Joey Grissom, Terry Hickey, William Maxwell, Bill Mosley, Henry Seamons, Brian Simmons, and Robert Van Winkle voted yes. No changes to any yes vote.  
Motion passed.

*Van Buren County Highway Department  
P.O. Box 106  
Spencer, Tennessee  
38585*

November 10, 2020

**To the Honorable Van Buren County Commissioners:**

This letter and attached documents are intended for the acknowledgement and approval of the Van Buren County commission. Also, to be added to the minutes for future record.

We are pleased to announce the approval and completed contract for a federal grant from the Natural Resources Conservation Service (NRCS). This grant will be for project code 5110 EWP on Rocky River and Arch Hillis Cemetery Roads. This project is needed to rebuild where flood waters have eroded away the land and build a retainer wall to prevent future erosion.

Please see attached documents for the amount of the estimated project budget, construction cost, and percentages of grant and Sponsor (Van Buren County Highway Department) to be paid.

Randy Oakes  
Van Buren County Highway Superintendent

SRM





Subject: Agreements – Appointment of Construction Inspector, Van Buren County 5110 EWP Project Date: November 6, 2020

To: Matt Feno, District Conservationist, McMinnville, Alt. Insp. File Code: 120-12-11  
Richard Hanson, Soil Conservationist, McMinnville, Inspector  
Daniel Owens, District Technician, Spencer, Alternate Inspector  
Cody Dobbs, Civil Engineering Technician, Cookeville, Alternate Inspector  
Hampton Peay, Agricultural Engineer, Chattanooga, Alternate Inspector

The Natural Resources Conservation Service (NRCS) is providing financial and technical assistance to Van Buren County (Sponsor dba Van Buren County Highway Department), under the subject agreement. This agreement covers the construction of project measures for an Emergency Watershed Protection (EWP) Program project, DSR 5110-309, in Van Buren County, TN. The Sponsor is responsible for contracting construction services in accordance with NRCS developed designs and specifications. To ensure the Sponsor's construction contractor (Contractor) is complying with the design and specifications, NRCS will perform inspection services for this project.

You have been assigned as construction inspector (CI) for this work. Terry Horne, Environmental Engineer, is assigned as the Government Representative (GR). Keep in mind that the contracting officer for the Sponsor has full responsibility for administering the contract. However, in discharging your duties, you must know all requirements of the contract. You have no authority to waive or to make any changes in those requirements. You must be courteous but firm in seeing that all contract provisions are met.

You are to report to the GR and the Sponsor any conditions that differ from those expected in the plans and specifications, work which is not performed in accordance with the plans and any current or potential problems. You must also inform the contractor of any work that is not being done in accordance with the requirements of the contract or that does not meet such requirements. You are to interpret plans and specifications if requested, set stakes, and make tests, as outlined in the quality assurance plan (QAP) but you are not to take any action towards running the construction job. In insuring adherence to contract requirements, you must be careful to differentiate between inspection of the work and control of the contractor's method of doing the work. In most cases, the contract specifies only the finished result and does not prescribe the methods by which the contractor obtains that result.

You are to submit weekly inspection reports, with photos, to the GR and the Program Technical Contact as outlined in the QAP. You are further required to maintain adequate written records to sufficiently describe the performance of your duties as CI during the life of this agreement and must forward such records to the GR and the State EWP Program Manager or Program Technical Contact at the completion of the agreement. As a minimum the file shall contain a copy of the following:

1. This designation letter;
2. All correspondence between you, the NRCS GR, the Sponsor, and the Sponsor's Contractor;
3. Names of all technical and administrative personnel assisting you;
4. Records of inspections and receiving/acceptance documents;
5. Weekly inspection reports; and
6. NRCS job diary

To know the full background of the working arrangement agreed to between the Sponsor and NRCS, you must become thoroughly familiar with the requirements of the cooperative agreement which you will receive when executed. Any deviation from the agreements contained therein should be promptly reported to the GR and State Program Manager or Program Technical Contact.

This appointment cannot be re-delegated. During your service as CI, you are, at all times, to act as a representative solely in the interests of the NRCS and the United States; you shall not (1) serve as a Sponsor officer, board member, or employee; or (2) act as agent or representative of the Sponsor. Your service as CI is to conform to the requirements of 18 of the United States Code, Chapter 11, and to the Standards of Ethical Conduct for Employees of the Executive Branch, Title 5 of the code of Federal Regulations, Part 2635.

It is important to recognize the Sponsor owns the project. NRCS is providing financial and technical assistance to aid the Sponsor in completion of their project. The Sponsor is solely responsible, in accordance with agreement provisions, for selecting and managing their contractors. Specifically, during your tenure as CI with the Sponsor, **you shall not:**

- Act as an agent of the Sponsor in any matter including, but not limited to, acquiring land rights or obtaining permits.
- Verbally or in writing direct a Sponsor contractor to take any action at any time. If you have questions about actions taken or decisions made by a Sponsor's contractor, notify the Sponsor in writing with a courtesy copy to the GR and the State Program Manager or Program Technical Contact for the project. If a change to the Sponsor's contract is warranted, the Sponsor alone is responsible for formally negotiating the change and modifying their contract.
- Accept any project work or materials from a contractor on behalf of the Sponsor.
- Vote on actions proposed by the Sponsor such as rating and ranking contractors, making decisions on contract awards, etc.
- Actively participate in Sponsor activities in your personal capacity unless you receive written clearance from me to do so.

If you have questions regarding this designation, please contact Terry Horne, GR at 615-277-2560 or [Terry.Horne@usda.gov](mailto:Terry.Horne@usda.gov).

*Sheldon Hightower*  
SHELDON HIGHTOWER  
State Conservationist

cc: Alton Miller, NRCS  
Terry Horne, NRCS  
Leon Tillman, NRCS  
Randy Oakes, Van Buren County Highway Department




**NOTICE OF GRANT AND AGREEMENT AWARD**

1. Award Identifying Number NR204741XXXXC028	2. Amendment Number	3. Award /Project Period 08/31/2020 - 12/16/2020	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address)  Natural Resources Conservation Service 675 U.S. Courthouse, 801 Broadway Nashville, TN 37203		6. Recipient Organization (Name and Address)  VAN BUREN COUNTY ADMINISTRATIVE AND JUSTICE CENTER P.O. BOX 217 SPENCER TN 38585-0217  DUNS: 069093516    EIN:	
7. NRCS Program Contact  Name: Marcus Miller Phone: (615) 277-2561 Email: alton.miller@tn.usda.gov	8. NRCS Administrative Contact  Name: CASSANDRA HAYES Phone:816-823-5608 Email: cassandra.hayes@usda.gov	9. Recipient Program Contact  Name: Randy Oakes Phone: 931-946-2161 Email: vbc.hwy.dept@gmail.com	10. Recipient Administrative Contact  Name: Randy Oakes Phone: 931-946-2161 Email: vbc.hwy.dept@gmail.com
11. CFDA  10.923	12. Authority  33 U.S.C. 701-b 33 U.S.C. 701b-1	13. Type of Action  New Agreement	14. Program Director  Name: Randy Oakes Phone: 931-946-2161 Email: vbc.hwy.dept@gmail.com
15. Project Title/ Description: Streambank stabilization for DSR 5110-309 Sites 1 & 2 in Van Buren County, TN. ezFG ID 6000015207			
16. Entity Type: B = County Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$73,107.00	\$8,123.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$73,107.00	\$8,123.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$73,107.00	Other	\$0.00
Total Direct Cost	\$73,107.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$8,123.00
		Total Federal Funds Awarded	\$73,107.00
		Total Approved Budget	\$81,230.00

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  Sheldon Hightower State Conservationist	Signature SHELDON HIGHTOWER <small>Digitally signed by SHELDON HIGHTOWER Date: 2020.08.31 13:15:41 -0500</small>	Date 8-31-2020
Name and Title of Authorized Recipient Representative  Randy Oakes County Highway Superintendent	Signature 	Date 08-31-2020

**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 for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide financial assistance and technical assistance services (design and inspection) to Van Buren County of (dba Highway Department), hereinafter referred to as the "Sponsor", for EWP Project # 5110 in Van Buren County, TN for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

### Objectives

The objective of this agreement is to provide both financial assistance funding as well as technical assistance services (design, plans and specifications development, and construction inspection) to the Sponsor to implement EWP project measures to remove watershed impairments caused by the February 6, 2020 storm event that created imminent hazards to life and property. Implementation of the EWP project measures will be through the substantial use of the Sponsor's forces of labor and equipment as well as rented equipment. The individual Damage Survey Report (DSR) defines the site location, type of work planned, and pre-design estimated construction costs as described here:

- DSR 5110-309 – Van Buren Co – Arch Hillis Cemetery Road and Rocky River Road - Site 1 – construct rock riprap revetment to stabilize eroded stream bank and protect road, culvert, and bridge - \$81,230.00 Total Estimated Construction Cost.

### Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: \$81,230.00

The budget includes: (Note Van Buren is a limited resource area)

Construction Costs (90% NRCS \$73,107.00 + 10% Sponsor \$8,123.00): \$81,230.00

2. NRCS pays up to 90 percent of total eligible construction costs, and Sponsor pays 10 percent of total construction costs.

3. Construction costs are associated with construction activities which are on-the-ground construction costs, and include, but are not limited to, the installation of the project measures including labor, equipment and materials. Completed on the ground construction shall comply with the requirements of the NRCS State Conservation Engineer provided plans and specifications.

4. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any non-cash services or in-kind contribution (labor, materials, and equipment) shall be agreed to in writing prior to implementation in the form of a Plan of Operations (PO). The PO describes the planned activities, the hourly rate of labor and the hourly rate of equipment to be used in reimbursement computations. Value of material costs and rental equipment costs will be actual costs as documented by receipts.

### Responsibilities of the Parties:

A. Sponsor will—

1. Accomplish construction of the EWP project measures by performing the work with their own forces in accordance with the NRCS State Conservation Engineer approved and provided plans and specifications and the NRCS concurred Plan of Operations. The Plan of Operations will describe the construction services (materials, labor, and/or equipment) to be performed including estimated quantities and values, list the labor personnel with hourly rates including all fringe benefits and employment costs, and list the equipment with hourly rates. The Plan of Operations shall be submitted to NRCS for review and approval prior to commencement of construction. Updated or pen and ink changed Plan of Operations shall be submitted as necessary when changes are needed to the listed labor, equipment, etc. Under force account agreements providing only financial assistance funding, reimbursement for administrative clerk time is prohibited. Reimbursement for equipment mechanic time is prohibited as such time is already included in the equipment reimbursement rate.

2. The equipment listing used to develop the Plan of Operations will describe the sponsor owned equipment in detail such as unit number, year, make, model, size, ton rating, engine horsepower, axle configuration, and other details and accessories as necessary to allow a search in equipment cost references. Sponsor owned equipment rates shall be actual rates determined by the Sponsor when a cost maintenance program is used. In the case where no cost maintenance program is available for Sponsor owned equipment, the reimbursement rate shall be the "internal charge rate" published in the Cost Reference Guide by Equipment Watch.
3. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
4. Be responsible to perform the required work with reasonable efficiencies for labor and equipment inputs as established in the Plan of Operations. All work will be performed within industry standards as determined by NRCS for production rates based on labor and equipment inputs. In the event work is performed at an unacceptable efficiency level, the Sponsor will assume all costs for the percentage of work found by NRCS not to conform to reasonably efficient prosecution of the work.
5. Employ competent people to carry out the work.
6. Maintain all equipment used in constructing the EWP project measures in good operating condition without cost to NRCS. Equipment shall be operated safely at all times.
7. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
8. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement. Mitigation for adverse impacts of recovery measures may be eligible for cost share as described in the EWP Program Manual Part 511.6.H provided such mitigation costs are evaluated, approved, and funded by the National EWP Program Manager. Provide copies of all required environmental and construction permits to NRCS as soon as received and prior to construction.
9. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
10. Provide the agreed-to portion of the actual, eligible and approved construction cost. Final construction items that are eligible construction costs will be agreed upon in the Plan of Operations. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
11. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR and the NRCS State Conservation Engineer approved and provided plans and specifications.
12. Ensure that acquisitions are not awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
13. Submit a SF-270, "Request for Advance or Reimbursement" to the Government Representative (GR) with all documentation to support the request. The GR will certify and send the documentation to the Program Manager/ Technical Contact. Final payment request shall be submitted as soon as possible but not longer than 90 calendar days after completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.
14. The following documentation is required to support the Sponsor's SF-270 request for reimbursement of actual, eligible, and approved construction costs and in-kind construction services:
  - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
  - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures and should include quantity calculations, material weight delivery tickets, etc.
  - c. Daily time records for each employee showing name, classification, hourly wage rate, hours and dates actually employed, including overtime when used, for constructing the eligible EWP project measures.
  - d. Equipment operating records showing the type and size of equipment, hourly rate (from NRCS concurred Plan of Operations), actual hours of operation and dates used to install the eligible EWP project measures. Equipment standby

and idle time are not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records; such time will not be considered as a sponsor cost-share contribution.

15. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

16. Secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS as soon as received and prior to construction.

17. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs. Such costs do not qualify as a Sponsor cost-share contribution. Compliance with the TN 811 Call System is required prior to and during construction where ground disturbance activities are accomplished.

18. Ensure that the EWP project measures are constructed in compliance with the NRCS State Conservation Engineer approved and provided plans and specifications as interpreted by the NRCS Government Representative (GR) and the NRCS Program/Technical Contact (PTC). The Sponsor shall promptly take corrective actions as necessary to bring non-compliant work back into compliance with the NRCS State Conservation Engineer approved and provided plans and specifications. The GR and the Construction Inspector (CI) will be responsible for inspecting, evaluating, and documenting construction compliance or non-compliance with the NRCS State Conservation Engineer approved and provided plans and specifications and reporting their findings to the Sponsor. The Sponsor shall provide the GR with progress reports as necessary and on the agreed to dates documenting technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, agreement contractual issues and other relevant information.

19. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

20. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Assist the GR and CI in developing the as-built plans to ensure all field changes are documented.

21. Complete the project measures in compliance with the NRCS State Engineer approved and provided plans and specifications. The Sponsor shall provide adequate quality control to ensure compliance regardless of whether or not the NRCS GR or CI are on the job.

22. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

23. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

24. Indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

25. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

26. Be liable to the NRCS for damages sustained by the NRCS as a result of the personnel and contractor(s) failing to

complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the personnel and contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

27. Submit a written letter request along with sufficient justification to the NRCS State Conservationist to extend the term of the agreement at least 45 calendar days prior to the expiration date of the agreement and include a detailed description of circumstances that created the need for the extension. In addition to the information required in the General Terms and Conditions, the Sponsor shall include in the request letter a listing of the DSRs completed with construction value completed and the DSRs not completed with the construction value not completed, a justification with reasons why a change is desired, the funds needed, descriptions of accomplishments and milestones met to-date, the present and proposed expiration dates, the number of calendar days requested by the extension, etc. Support the request with a revised schedule showing the work to be completed by the proposed expiration date. Only in extra ordinary circumstances, as concurred by NRCS, will an extension of performance time be considered. The Sponsor must be vigilant in tracking the expiration date(s) of the agreement and subsequent amendments because once an agreement expires it cannot be extended.

28. Submit performance reports on an annual basis to ezFedGrants or to 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.

29. Submit SF-425 Financial Reports on a semi-annual basis to ezFedGrants or to 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 on July 31 and January 31. Please note that financial reporting is based on the calendar year.

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

31. The sponsor (including subsponsors) 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 sponsor (including subsponsors) 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.

32. In accordance with 2 CFR 200.340, the sponsor 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 sponsor 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 sponsor, 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 sponsor 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.

**B. NRCS will—**

1. Review, comment and concur with the Plan of Operations (PO), and Operations and Maintenance (O&M) Plan & Agreement. Execute an O&M Plan and Agreement with the Sponsor.

2. Assist Sponsor in establishing design parameters; determine eligible construction costs; assist the Sponsor with questions and interpretations of the NRCS State Conservation Engineer approved and provided plans and specifications; not be substantially involved with the technical or contractual administration of this agreement.



3. Will design the project measures and provide the NRCS State Conservation Engineer approved and provided plans and specifications to the Sponsor for their use in completing the work. Revisions to the plans and specifications will be made when and if modifications become necessary.

4. Designate a Program/Technical Contact, a Government Representative (GR), and a Construction Inspector (CI) to serve as liaisons with the Sponsor on programmatic and agreement, construction, and inspection matters, respectfully. Their identities and contact information will be provided with this executed agreement.

5. Make periodic or continuous construction inspection site visits during the installation of the EWP project measures to review construction progress, document conformance to NRCS State Conservation Engineer approved engineering plans and specifications and provide any necessary clarification on the Sponsor's responsibility. The intensity of construction inspection will be as specified by the NRCS Quality Assurance Plan and/or the NRCS State Conservation Engineer based on the importance of the item being constructed and the availability of personnel. NRCS will clarify any questions concerning the plans and specifications and provide any necessary clarification.

6. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met. NRCS will participate in a final inspection site visit as quickly as possible contingent upon personnel availability, weather, etc.

7. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

8. Generate as-built drawings and quantities, as applicable, for the project. A copy of the as-built drawings will be provided to the Sponsor for documentation.

#### C. MUTUALLY AGREED

1 The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

2. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

3. Except for item 2. above (last sentence), this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.

4. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

5. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

6. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

#### **Expected Accomplishments and Deliverables**

The following accomplishments and deliverable will be provided to NRCS in digital format where applicable.

1. Ensure that any acquisitions are procured in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

<p>2. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans needed, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to installation of the EWP project measures. Modifications to the plans and specifications shall NOT be allowed before obtaining a review and approval by the NRCS State Conservation Engineer. Revised approved plans and specifications will be issued by NRCS and shall replace prior versions.</p> <p>3. Permit documents before construction.</p> <p>4. Generate and maintain an updated and NRCS concurred Plan of Operations.</p> <p>5. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&amp;M) Plan and Agreement prior to commence of work. The O&amp;M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&amp;M activities for the life span of the installed conservation practice. The GR will provide basic O&amp;M template documents for the Sponsor to edit.</p> <p>6. Arrange for and participate in final inspection of completed project with NRCS to determine whether all work has been performed in accordance with approved the NRCS approved and provided plans and specifications and Plan of Operations.</p> <p>7. Signed copy of SF-270 with appropriate supporting documentation. NRCS GR or PTC will provide a template spreadsheet for computing the financial assistance reimbursement amount.</p> <p>8. Progress reports, financial and accrual reports, SF-425, etc. as required by the agreement or terms and conditions.</p>
<p><b>Resources Required</b></p> <p>No other resources required other than funding.</p>
<p><b>Milestones</b></p> <p>1. Generate Plan of Operations and obtain NRCS concurrence prior to construction start. Promptly provide NRCS with a detailed equipment listing for rate determination.</p> <p>2. Acquire needed real property rights and permits prior to construction start. Provide NRCS copies of the permit documents.</p> <p>3. Generate and execute an O&amp;M Plan and Agreement with NRCS prior to construction.</p> <p>4. Urgently pursue and complete construction well before expiration of performance time.</p> <p>5. Request and conduct a final inspection. Satisfactorily address any punch list items.</p> <p>6. Complete invoice computations promptly to determine if there is a need for an amendment. Request any needed amendment to the cooperative agreement at least 45 days prior to the expiration of the period of performance.</p> <p>7. Invoice for reimbursement of FA funds.</p> <p>8. Assist NRCS with completion of the as-built drawings/quantities to ensure accuracy.</p> <p>9. Provide SF-425, final progress report and other closeout documents and complete activities.</p>

## 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 debaring 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 site." 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.

**Covid Grant for the Van Buren County Jail**

Jail Administrator Jarred Campbell called in through Zoom and had applied for two Grants for the Jail and needed approval from the Full Commission. After much discussion on this matter, this matter will be sent back to Committee A for approval after they receive the paperwork on the grants and be brought back up at the January Regular Schedule Meeting.

**Adjournment**

David Chandler made a motion, second by William Maxwell to adjourn. All approved by voice vote. Motion passed. Meeting adjourned at 6:26 p.m.

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Chairman Joey Grissom

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County Clerk Lisa Rigsby