

STATEMENT OF WORK FOR THE
CONTRIBUTION AGREEMENT
BETWEEN THE
KENTUCKY ASSOCIATION OF CONSERVATION DISTRICTS
AND THE
_____ COUNTY CONSERVATION DISTRICT

I. PURPOSE

The purpose of this agreement is to enhance conservation delivery through a partnership with the conservation district to increase conservation implementation of the Farm Bill Programs of the Natural Resources Conservation Service (NRCS) State Cost Share Funded and Local District Programs in a multi county area of Kentucky.

II. OBJECTIVES

The KACD and Conservation District share a mutual interest in carrying out the projects/programs administered by NRCS. The conservation district will hire a Soil Conservation Technician (SCT) to increase conservation implementation of Farm Bill, State Cost Share Funded and Local District programs. These positions will be full time employees. The SCT's work activities shall be related to developing information for conservation program applications and contracts, installing conservation practices, and certifying and reporting progress. The funding is expected to last up to five years but will be contingent on available funding from NRCS.

III. RESPONSIBILITIES OF THE PARTIES

a. KACD will:

- Reimburse the District for 75% of the costs of the base salary and 75% of taxes and other benefits (total amount of benefits cannot exceed 25% of base salary) for employing a soil conservation technician's (SCT's) to implement Farm Bill, State Cost share and Local District programs. This cost to KACD will not exceed the reimbursement matrix attached.

- Provide the following liaison:

Crystal Renfro, KACD Executive Director
103 Lakeview Court,
Frankfort, KY 40603
Office: 606-723-5104
Crystal.Renfro.KACD@outlook.com

b. NRCS will:

- Provide staff resources to work with the District employee and manage workload to address conservation needs across the work unit.
- Identify and prioritize work assignments and provide technical guidance while working to accomplish the objectives of the agreement.
- Provide availability of NRCS technology and technical tools to the maximum extent possible.
- Provide access to NRCS computer systems as necessary and available.
- The furnishing of Government-owned vehicles (GOVs) to the SWCDs is contingent upon the availability of vehicles and appropriations.
 - The SWCDs may only use GOVs for NRCS official business specified under this agreement, if available and necessary. Operators must avoid any situation that may convey an impression to the public that the vehicle operator is using the assigned vehicle for an unofficial purpose. GOVs must not be used to support any revenue-generating activity for the Partner.
 - The SWCDs must immediately report any safety or mechanical deficiencies to local NRCS representative and must not operate the vehicle with known mechanical problems or safety deficiencies. NRCS is responsible for correcting deficiencies.
 - The SWCDs must obtain prior written approval from NRCS for using vehicles at irregular hours or under circumstances which may create an unfavorable public reaction (for example, during Federal holiday or after business hours). Home-to-work transportation by SWCDs employees is strictly prohibited.
 - NRCS will bear the cost of maintenance of vehicles used by the SWCDs. Except in the case of an accident caused by a SWCDs driver (see vehicle accident provisions below), the NRCS will make repairs as necessary for safety and as needed to keep vehicle in safe operating condition.
 - The SWCDs must ensure that each vehicle operator has a valid state driver's license and instruct operators to carry a valid state driver's license while operating a GOV.
 - The SWCDs must ensure vehicle operators use all safety devices and follow appropriate motor vehicle manufacturer safety guidelines when operating GOVs. Seat belts must be used when operating or riding in a GOVs.
 - The SWCDs must ban all vehicle operators from text messaging and using tobacco (smoke and smokeless) while using GOVs.
 - The SWCDs must utilize the NRCS-provided fleet card to pay for all fuel and repairs, with the exception of accident repairs for which the Partner is paying an auto repair facility directly (see accident provisions below). The Partner must comply with all NRCS fleet card policies, including but not

limited to the use of unique driver PINs, receipt retention requirements, fleet card training requirements, and prohibitions against using the card for unofficial purposes. Partner drivers must safeguard the fleet card at all times to prevent it from potential unauthorized use.

- The SWCDs must immediately report all vehicle accidents and traffic violations to NRCS and complete all required documents to report accidents. The Partner must reimburse NRCS or pay an auto repair company directly for any and all repairs to the GOV needed as a result of an accident caused by the Partner operator and pay all traffic violation citations incurred by Partner operators.
- The SWCDs assumes responsibility for claims arising from accidents caused by Partner operators. The SWCDs will be responsible for receiving, processing, and paying tort claims that are submitted due to an accident caused by a Partner driver.
- The SWCDs will notify the NRCS immediately of any loss, theft, or damage to a GOV, GOV license plates, or fleet cards.
- It is prohibited for individuals other than federal employees or SWCDs employees performing official NRCS business under this agreement to ride as passengers in GOVs. Any other passengers must be approved through the passenger approval process described in NRCS vehicle policy. The use of GOVs may be suspended or revoked by NRCS if it determines that corrective action is needed to meet these conditions for GOV usage.

The vehicle use conditions outlined in this agreement do not contain all Federal, Departmental, and NRCS policies regarding the use of GOVs. This document is not intended to provide complete details, and the NRCS and the SWCDs must abide by all other appropriate policies governing GOV use.

- Review work performed to determine if it is in compliance with Kentucky NRCS standards. NRCS approval shall be required prior to such work being reimbursed.

c. The Recipient will:

- Hire a SCT at an hourly rate of \$16-\$20 per hour, with benefits recipient offers.
- Ensure NRCS staff is involved in the selection of any employee hired under this agreement.
- Ensure any employees hired under this agreement has at least one performance review per year. NRCS staff shall be involved in this performance review.
- District shall request reimbursement from KACD at 75% of the rate of \$16-\$20 per hour. Benefits shall be reimbursed from KACD at 75%, total benefit cost cannot exceed 25% of employees base salary.

- The District acknowledges that if it incurs any cost above the approved maximum rate or above the total amount of funds authorized, those cost will be the responsibly of the District to pay in full.
- Warrant that the services provided will:
 - Comply with all applicable Federal, State and local laws and requirements; Meet applicable NRCS standards, specifications and program requirements; Be consistent with the conservation program goals and objectives in the agreement; Incorporate, where appropriate, low-cost alternatives that would address the resources issues and meet the objectives of both the program and program participants for which assistance is provided; and occurs in a timely manner to allow NRCS to meet program timeline.
- Should the recipient/partner become aware they it may be unable to provide its share of the costs for this project, it must:
 - Immediately provide written notification to KACD of the situation.
 - Indicate steps it plans to take to secure replacement cost sharing.
 - Indicate if the intent is to continue this agreement or phase out the project in the absence of cost-sharing.

IV. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

- The District shall hire an employee (SCT) to work under this agreement.
- The District SCT's shall work only on approved NRCS Farm Bill Programs, State Cost Share, local cost share projects and on tasks approved by NRCS as identified in the attached position description.
- The District SCT shall ensure all tasks and assignments completed under this agreement complies with NRCS standards and specifications.
- The District SCT's shall maintain a daily log of tasks preformed on Federal, State Cost Share or Local Cost Share projects/programs. Ensure the NRCS supervisory district conservationist (or appointee) signs the daily log.
- The District SCT's shall report to the Supervisory District Conservationist and may be required to work in any county within the NRCS work unit boundary, as directed by NRCS.

- The District SCT shall report to NRCS appropriate data elements associated with services provided so that the data can be entered into the appropriate computer bases to track conservation delivery progress.
- The District SCT's shall provide quarterly success stories to KACD detailing an accomplishment in their work unit, pictures included, if possible.
- The District SCT's shall contribute photos to a KACD photo bank to be used for educational and public relations purposes.
- The District administrative staff shall request 75% reimbursement from KACD no more than monthly for SCT and shall provide supporting documents for this reimbursement.

IV. TERMS OF AGREEMENT

- Years Committed to Agreement: _____
- Starting Base Salary: \$16-\$20 per Hour

This agreement can be terminated by either party with a 30-day written notice.

X

Shane Wells
President, KACD

X

_____ County Conservation District