

# MEMORANDUM OF UNDERSTANDING

## BETWEEN THE

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

## AND

### THE STUDENT CONSERVATION ASSOCIATION, INC.

This Memorandum of Understanding (MOU) is entered into by and between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) and The Student Conservation Association, Inc. (SCA).

#### I. PRINCIPAL AUTHORITIES

This MOU is entered into under the following principal authorities: Soil Conservation and Domestic Allotment Act, as amended [Public Law 74-46, 49 Stat. 163, 16 U.S.C. 590 b-f]. Commodity Credit Corporation Charter Act as amended [15 U.S.C. 714c]. Food Security Act of 1985 as amended [16 U.S.C. 3841 et. seq.]. Food, Agriculture, Conservation and Trade Act of 1990 [Public Law 101-624]. Farm Security and Rural Investment Act of 2002 [Public Law 107-171]. Agricultural Management Assistance (AMA), 7 U.S.C. 1524(b), 7 CFR 1465 (CFDA 10.917); Conservation Innovation Grants, 16 U.S.C. 3839aa-8 (CFDA 10.912); Conservation Technical Assistance Program (CTA), 16 U.S.C. 590a-590f, 590q, 7 CFR Part 610(CFDA 10.902); Emergency Watershed Protection Program (EWP), 33 U.S.C. 2203, as amended. 7 CFR Part 624(NO CFDA #); Environmental Quality Incentives Program (EQIP), 16 U.S.C. 3839aa-3839aa-8, 3841, 7 CFR Part 1466(CFDA 10.912); Farm and Ranch Lands Protection Program, 16 U.S.C. 3830(CFDA 10.913); Resource Conservation and Development Program, 7 U.S.C. 1010 and 1011; 16 U.S.C. 590a-590f, 590q, and 3451-3461(CFDA 10.901); Wetlands Reserve Program (WRP), 16 U.S.C. 3837-3837F, 7 CFR Part 1467(CFDA 10.072); Wildlife Habitat Incentives Program (WHIP), 16 U.S.C. 383a, 7 CFR Part 636(CFDA 10.914)

#### II. BACKGROUND

NRCS is assigned responsibility to provide conservation planning and technical assistance to agricultural producers under the provisions of the Soil Conservation and Domestic Allotment Act and other applicable legislation. This assistance is provided in cooperation with various Federal agencies, State and local governments, non-governmental organizations, and individuals. NRCS has staff expertise to provide assistance relative to natural resource policy and technology. The agency's work focuses on soil, water, air, plant, and animal conservation including erosion reduction, water quality improvement, wetland restoration and protection, fish and wildlife habitat improvement, range management, stream restoration, water management, and other natural resource issues.

The SCA, a non-profit New York corporation with its principal place of business at 689 River Road, P.O. Box 550, Charlestown, New Hampshire, fosters life-long stewardship of the environment by offering opportunities for education, leadership, and personal development to its participants, while providing a high quality public service in natural resource management and conservation through the SCA Conservation Intern Program. A conservation intern (CI) is a person, 18 years or older, with skills, education and qualifications to perform service activities as an individual placement for terms of six weeks to twelve months. CI's perform service in areas such as Interpretation and Visitor Services, Ecological Restoration, GIS, Public Relations,

Environmental Education, Fisheries and Wildlife Management, Trail Maintenance and Restoration and Resource Management. All individually placed Conservation Interns are under the supervision of the NRCS.

Both the SCA and the NRCS find it mutually advantageous for participants in this program to broaden and develop the scope of their work experience by performing projects for NRCS.

### III. PURPOSE

The purpose of this Agreement is to benefit participants of SCA's CI program by providing job training, personal development, and natural resource appreciation at the same time accomplishing work that contributes to and benefits NRCS's landowners. Ultimately the NRCS and SCA see this partnership opportunity, directly contributing and inspiring the next generation of conservation leaders.

### IV. RESPONSIBILITIES

#### A. SCA SHALL:

1. Recruit and assign CI's to projects as negotiated and agreed to in writing by SCA and the NRCS in Scope of Work Agreements (SWA's). SWA's shall be prepared substantially in the form attached to this MOU as Attachment B, and shall be approved and signed by authorized officials before any work begins or funds are exchanged. Signature by NRCS shall be upon approval by the State Conservationist. SWA's shall reflect the appropriate estimated cost from the SCA Pricing Schedule attached to this MOU as Attachment C, as it may be amended in accordance with Section IV.B.
2. Handle all administrative records required for all CI's.
3. Provide benefits to CI's per SCA program guidelines attached to this MOU as Attachment D, as amended in accordance with the SCA Cost Presentation.
4. [INTENTIONALLY OMITTED]
5. Brief all CI's on the safety and risk management issues contained in the NRCS supplied Job Hazard Analysis. CI's shall not be assigned firefighting or law enforcement duties.
6. CI's will be permitted to drive a Government Owned or Leased Vehicle (GOV) when all the following conditions are met:
  - ✓ GOV must be used for official NRCS use only and in accordance with the terms of this MOU.
  - ✓ Only properly licensed and qualified drivers may operate the vehicles.
  - ✓ The NRCS maintains, and the driver is made aware of the requirements of, a safe driver policy or the driver has completed a defensive driving course within the last 3 years.
  - ✓ Both the driver and the vehicle will be covered by an insurance policy maintained by the NRCS for the use of such vehicle
7. Comply with the requirements of the Special Provisions attached to this MOU as Attachment A and made a part of this MOU.
8. Complete and submit, monthly or quarterly, Form SF-270, Request for Advance or Reimbursement and documentation to support reimbursement for work completed and

signed by the appropriate official. Send the Form SF-270 and supporting documentation to NRCS at the address shown below.

Jody Walker, Assistant State Conservationist for Programs  
USDA-NRCS - Federal Building  
2 Madbury Road, Durham, New Hampshire 03824-2043

9. Advance payments may be made available for anticipated costs limited to those expected for the next 30-calendar period. If an advance of funds is requested, submit a complete SF-270 with a certification that funds requested are necessary to meet planned activities, will be utilized within 30 calendar days, and a plan of anticipated expenditures or outlays for that period. Also, certify that the SCA has an adequate system in place to track the use of any advance of funds.
10. Payments will be made by Electronic Funds Transfer (EFT). SCA will provide NRCS with a Taxpayer Identification Number, bank routing number and bank account number.
11. Submit quarterly progress reports and a final report annually to the NRCS principal contact identified in this MOU. The summaries and/or report shall show all activities and accomplishments of the SCA and shall be consistent with the items identified in any SWA. The final report shall be due within 30 calendar days after completion of activities covered by this MOU.
12. Refund any excess advances to the NRCS within 60 days after completion of work defined in SWA's.
13. Hold and save NRCS free from all claims or causes of action whatsoever resulting from the obligations undertaken by this MOU or resulting from the work provided for in this MOU.
14. SCA shall maintain during the program, its current commercial general liability insurance of not less than \$3,000,000 General Aggregate and \$1,000,000 per occurrence for bodily injury and property damage. The U.S. Government shall be included as an additional insured under terms of this coverage to the extent its interest may appear. SCA shall provide a certificate of insurance to the NRCS. In addition, SCA shall maintain its current accidental death and dismemberment and accident medical expense policy and injury insurance for the CI's.
15. The following person is the SCA program contact for this agreement:

Gary King, Eastern Partnership Development Director  
689 River Road, PO Box 550, Charlestown, NH 03603  
TEL (603) 543.1700 x 140; FAX (603) 543.1828  
EMAIL [gking@theSCA.org](mailto:gking@theSCA.org)

**B. NRCS SHALL:**

1. Make payments upon receipt and approval of the form SF-270, Request for Advance or Reimbursement, with supporting documentation.
2. NRCS will identify projects for CI's.
3. Provide appropriate training, particularly training to any pertinent safety procedures, and supervision to work activities assigned to CI's
4. Provide for such tools, materials, equipment, safety equipment (including safety equipment like radio, mobile or satellite phones for remote sites), on-the-job transportation and training necessary to perform the designated tasks.
5. Provide housing, including necessary utilities and utensils for CI's at no charge to participants or SCA, contingent upon availability, during the period of their assignments. If there is no available housing at the participating site, SCA may assist NRCS in locating alternative housing and will administer the required housing allotment provided by NRCS as agreed in an SWA.
6. Arrange for all permits, licenses and approvals and other administrative or governmental clearances required by federal, state, municipal or local subdivision law or regulations necessary with regard to the administration of any project identified in an SWA. In the event the project may affect or be carried out on property owned by a person, agency or organization other than the NRCS, the NRCS shall obtain in writing the necessary permission to enter upon the property and carry out the project.
7. Provide SCA a Job Hazard Analysis for all SCA activities on NRCS projects.
8. Reimburse SCA the full cost of any CI that is hired as an employee prior to or during their SCA internship.
9. Permit CI's to wear an approved SCA uniform during their internship.
10. Process requests for payment from producers including the review and verification of receipts and invoices that support payment.
11. The principle NRCS contact for this agreement is:

Jody Walker, Assistant State Conservationist for Programs  
USDA-NRCS - Federal Building  
2 Madbury Road, Durham, New Hampshire 03824-2043

**C. AGREED THAT BOTH PARTIES WILL -**

1. The cost to NRCS under any SWA will be based on the cost estimates included in Attachment C. Attachment C will be updated annually in October for the term of this MOU.
2. Meet as requested by either party to review progress and discuss methods of improvement.

## V. IT IS MUTUALLY AGREED THAT:

- A. The cost under each SWA is shared by NRCS and SCA in accordance with Attachment C. Prior to October 31st of each year, SCA will present a Cost Presentation to be used to negotiate any change to Attachment C.
- B. No participant shall be selected or placed, nor any request for funds be made, for any period of time prior to the date an SWA is executed by SCA and the local NRCS unit. SWA's shall be issued on a federal fiscal year basis, and when issued become a part of this MOU. Provisions of this MOU are imposed upon and are a part of each SWA.
- C. Service under this MOU shall not be counted toward the accumulation of, or eligibility for, benefits available to Federal employees. CI's will not be deemed to be Federal employees except for purposes of Chapter 81 of Title 5, United States Code (relating to Workers' Compensation) and Sections 2671 through 2680 of Title 28, United States Code (relating to tort claims).
- D. SCA may assist the NRCS in its investigation whenever required for incidents, accidents or fatalities involving any CI under this MOU. SCA may be provided access on a confidential basis to all investigative records and reports compiled or prepared by the NRCS concerning such incidents, accidents or fatalities.
- E. Health, Safety and Misconduct. Upon notification, or otherwise becoming aware of an existing or potential problem of health, safety or ethical misconduct, SCA or NRCS shall promptly notify the other partner of its determination and provide them with an opportunity to rectify such existing or potential problems. If corrective action is not taken, NRCS and SCA may issue a written order of suspension of all or part of the project activity. When satisfactory corrective action is taken, a written order to resume activities will be issued by the SCA or NRCS and the other will promptly be provided with a copy of the order. If problems are not satisfactorily resolved, SCA or NRCS may terminate the project.
- F. NRCS may suspend this MOU in whole or in part when it is determined by NRCS that the SCA has materially failed to comply with the provisions of this MOU. NRCS shall promptly notify the SCA in writing of the determination, the reasons for the suspension, any corrective action required, and the effective date which provides for a reasonable period for SCA to remedy the cause for the suspension. Further, NRCS may suspend this MOU when it is evident that a termination is pending.
- G. It is the intent of the NRCS to fulfill its obligation under this agreement. However, commitments cannot be made beyond the period of which Congress has appropriated funds. In the event funds from which the NRCS may fulfill its obligations are not appropriated, the MOU will automatically terminate. Reimbursement will then be for work completed that is otherwise eligible for reimbursement prior to the effective date of termination and expenses and all non cancelable obligations properly incurred up to the effective date of termination
- H. Employees of NRCS shall participate in efforts under this agreement solely as representatives of NRCS. To this end, they shall not participate as directors, officers, employees or otherwise serve or hold themselves out as representatives of the SCA. Further, NRCS employees shall report to their immediate supervisor any negotiations with SCA concerning future employment and shall refrain from participation in such efforts until approved by the Agency.

- I. Privacy of personal information relating to Natural Resource Conservation Service programs will be in accordance with Section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171, 116 Stat. 235.)
- J. Regarding tort liability, the parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by Federal and State law.
- K. The Uniform Federal Assistance Regulations found in Title 7 of the CFR and OMB Circulars that apply to grants and cooperative agreements do not apply to contribution agreements; however, they may be referred to for purposes of procedural administration of this agreement.

## VI. FUNDING

This MOU is to define, in general terms, the basis on which the parties concerned will cooperate, and as such, does not constitute a direct financial obligation for expenditures.

## VII. DURATION

This MOU shall become effective the date of the last signature and continue in effect for a period of five (5) years or until modified or terminated. This MOU may be terminated with a 30 day written notice from either party in accordance with the terms of Section VI.G.

## VIII. PROVISIONS

- A. "The program or activities conducted under this memorandum of understanding will be in compliance with the requirements of Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof."
- B. MODIFICATIONS. Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The NRCS is not obligated to fund any changes not properly approved in advance.
- C. PARTICIPATION IN SIMILAR ACTIVITIES: This MOU in no way restricts the NRCS or the SCA from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. PRINCIPAL CONTACTS: The principal contacts for this Agreement are:

Jody Walker  
USDA NRCS  
Assistant State Conservationist for Programs  
2 Madbury Road, Durham, NH 03824  
1603.868.99931 x 103

Robert B. Coates  
Senior Vice President for Program  
The Student Conservation Association, Inc.  
689 River Road, P. O. Box 550  
Charlestown, NH 03603  
603.543.1700

F. LEGAL AUTHORITY. By executing this document, SCA is acknowledging that it has legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay non-Federal share of project costs) to ensure proper planning, management and completion of the project.

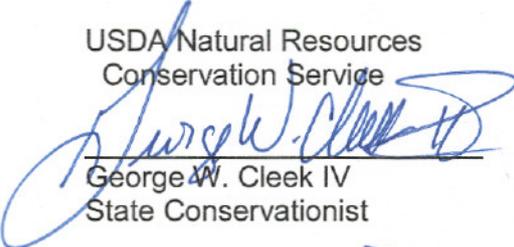
G. TERMINATION. Either party, with 30 days notice in writing, may terminate this Agreement in whole, or in part, before the date of expiration. Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all non cancelable obligations properly incurred up to the effective date of termination.

H. ENDORSEMENT. Any SCA contribution made under this MOU does neither by direct reference, nor implication convey NRCS endorsement of SCA programs or activities. Correspondingly, the SCA partnership with the NRCS does not constitute an endorsement of NRCS management practices or policies. SCA is a non advocacy, non profit organization and does not involve itself in issue advocacy or partisan politics.

AUTHORIZED REPRESENTATIVES: By signature below, SCA certifies that the individuals listed in this document are representatives of SCA and are authorized to act in their respective areas for matters related to this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the 19 day of July, 2007.

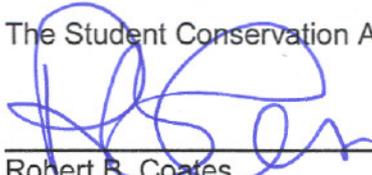
USDA Natural Resources  
Conservation Service

  
George W. Cleek IV  
State Conservationist

Date

7-19-07

The Student Conservation Association, Inc.

  
Robert B. Coates  
Sr. Vice-President for Program

Date

7/16/07

## ATTACHMENT A - SPECIAL PROVISIONS

- I. DRUG-FREE WORKPLACE CERTIFICATION
- II. CERTIFICATION REGARDING LOBBYING
- III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS
- IV. CLEAN AIR AND WATER CERTIFICATION
- V. ASSURANCES AND COMPLIANCE
- VI. EXAMINATION OF RECORDS

## ATTACHMENT A - SPECIAL PROVISIONS

The signatories (grantee, recipient sponsor, or cooperator) agrees to comply with the following special provisions which are hereby attached to this agreement.

### I. Drug-Free Workplace.

By signing this agreement, the recipient is providing the certification set out below. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

- (1) The danger of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs;

and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph 9a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

(2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;

(e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The recipient may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. Certification Regarding Debarment, Suspension, and Other Responsibility matters - Primary Covered Transactions. (7 CFR 3017)

(1) The recipient certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary recipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

IV. Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The recipient signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is \_\_\_\_\_, is not \_\_\_\_\_, listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

#### Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The recipient agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. sq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A. (4).

B. The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

## V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

## VI. Examination of Records

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

**ATTACHMENT B**

**SCOPE OF WORK AGREEMENT NO. \_\_\_\_\_**

to  
**MEMORANDUM OF UNDERSTANDING**  
between  
**THE STUDENT CONSERVATION ASSOCIATION, INC. (SCA)**  
and  
**USDA NATURAL RESOURCES CONSERVATION SERVICE (NRCS)**

NOTE: This Scope of Work Agreement shall be completed and approved by authorized signature of the parties prior to start of work.

The provisions of the Memorandum of Understanding between SCA and NRCS dated July , 2007 are imposed upon and are a part of this Scope of Work Agreement.

**I. Project Title:**

**II. Detailed Project Description:** (Insert here or attach as a separate document with the following information included as a minimum.)

1. Location of project(s).

**SCA to provide attachment compiled from information submitted by NRCS.**

2. Duties and tasks to be performed; to be detailed in project specifications.

**SCA to provide attachment compiled from information submitted by NRCS.**

3. Type of program (Please check one).

**Conservation Interns.**

This is a Conservation Intern (Continental USA: 1 youth, 12 weeks).

This is a Conservation Intern (Continental USA: 1 youth, 26 weeks).

This is a Conservation Intern (Continental USA; 1 youth, 39 weeks).

This is a Conservation Intern (Continental USA; 1 youth, 52 weeks).

For positions other than these established weeks, please request an estimate. Please see ATTACHMENT B for estimated cost of Conservation Interns.

**III. Special Conditions:** (List any special clothing, tools, equipment, or supplies required and who will provide them - NRCS or SCA. Describe any special transportation, supervision or safety requirements, or unusual work site conditions.)

**IV. Term of Project(s):**

**V. Agency Contacts:**

The following is a list of agency contact personnel with responsibility for local administration of this Scope of Work Agreement: (List name, address, phone number)

NRCS Project Manager

SCA Project Manager

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**VI. Request for Advance Payments.** Advance payments, based on estimated costs, are approved and shall not exceed the minimum amount needed or no more than is needed for a 30 day calendar period, whichever is less.

**VII. Advance Payment.** The SCA is approved to submit requests for advance payments on a monthly or quarterly basis, for the NRCS's proportionate share not to exceed 60 percent.

**VIII. Hiring SCA Volunteers:** If a NRCS Unit converts an SCA volunteer to an employee of the NRCS prior to or during their service as SCA conservation intern, the NRCS Unit will pay SCA the full cost of that intern placement.

**IX. Financial Plan:**

See attached Pricing Schedule (Attachment C).

The estimated cost to NRCS under this Scope of Work Agreement is \$ \_\_\_\_\_ as detailed in the Cost Estimate attached hereto and made a part hereof.

**IX. Completion Date.** This Scope of Work Agreement is executed as of the last date shown below and expires no later than the last day of service performed by participants who started their projects in the current fiscal year.

**THE PARTIES HERETO** have executed this Scope of Work Agreement as of the \_\_\_ day of \_\_\_\_\_, 2007.

USDA NRCS

THE STUDENT CONSERVATION  
ASSOCIATION, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

**PRICING SCHEDULE**

**Internship Cost Estimates (based on standard Intern benefits)**

**FY 2007 Estimated Costs**

The following costs are estimates for SCA Conservation Interns starting between October 1, 2006 and September 30, 2007.

**Continental U.S.**

<b>Length of Service</b>	<b>Estimated Cost</b>
3 month (12 weeks)	\$3,395
6 month (26 weeks)	\$11,895
9 month (39 weeks)	\$16,185
12 month (52 weeks)	\$20,480

All costs associated with fielding and supporting SCA Internships are shared between SCA and the host agency/organization. Costs presented above represent the host agency/organization's share of the cost. The actual cost for fielding and supporting SCA Conservation Interns are higher, with SCA covering the additional cost.

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**FY 2008 Estimated Costs**

SCA cost estimates for FY 2008 have not been finalized. For budgeting purposes, please use the following cost estimates for SCA Conservation Interns starting between October 1, 2007 and September 30, 2008.

**Continental U.S.**

<b>Length of Service</b>	<b>Estimated Cost</b>
3 month (12 weeks)	\$3,565
6 month (26 weeks)	\$12,490
9 month (39 weeks)	\$16,995
12 month (52 weeks)	\$21,505

SCA will submit invoices based on actual costs incurred which may be less than or exceed the estimates listed. Final costs will reflect round-trip travel expenses, length of Internship and amount of living allowance. These estimates do not include any of the costs associated with Intern housing. Should you not have onsite housing available, SCA can manage intern rental payments based on your local housing market. SCA will bill you the actual housing costs (including utilities, etc.) plus an administrative fee.

## ATTACHMENT D

### SCA PROGRAM INTERN BENEFIT GUIDELINES

#### Short Term Intern 12-16 Weeks

Living Allowance \$60/week (more in high cost areas)

Ground Travel

Housing

AmeriCorps Education Award\*

(when available and Intern meets qualifications)

Supplemental Accident Insurance

Liability Insurance

#### Long Term Intern 6-12 Months

Living Allowance \$160/week

Air Travel

Housing or Housing Allowance

AmeriCorps Education Award\*

(when available and Intern meets qualifications)

Supplemental Accident Insurance

Liability Insurance

Medical Insurance

\* Americorps Education Awards range from \$1,000 for 300 service hours to \$4,725 for 1,700 service hours.