

WORKING AGREEMENT
Between
UNIVERSITY OF PUERTO RICO
MAYAGUEZ CAMPUS
COLLEGE OF AGRICULTURAL SCIENCES
and the
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

Authority: P. L. 74-46, 16 U.S.C. 590 a-f (CFDA No. 10.902)

THIS AGREEMENT, made and entered into this September 1, 2004 by and between the University of Puerto Rico, Mayaguez Campus (hereinafter called the "University") and the United States Department of Agriculture Natural Resources Conservation Service (hereinafter called the "Service").

The University and the Service have the common objective of helping to bring about the conservation, development, and wise use of land, water and related resources. In support of this common object, the University and the Service believe that further information, education and assistance to producers and others in the Caribbean Area will benefit from the transfer of grazing land conservation technologies and approaches.

A. The University Agrees:

1. To implement and transfer grazing land conservation technologies and approaches for adoption in Puerto Rico. The project includes provisions to transfer technology and demonstrate the project work to grazing land professionals, farmers and other who may use the technologies and approaches on their grazing lands.
2. To develop 2, three days workshops that will provide technical, educational and related assistance to owners and managers of private grazing land to enable them to voluntarily carry out grazing activities.
3. Provide a quarterly written progress report on the work completed. Reports are due on December 30, 2004, April 5, 2005; July 3, 2005 and a final report on September 30, 2005.
4. Warrant that the assistance provided:
 - a. Comply with all applicable federal, state, and local laws and requirements;
 - b. Meet applicable department standards, specifications, and program requirements;
 - c. Are consistent with the conservation program goals and objectives as indicated in the proposal.
5. Request reimbursement quarterly by submitting a completed SF-270, Request for Advance or Reimbursement, with supporting documentation to NRCS. Include a Vendor Identification Number (VIN) on the second line of the remittance address on

all SF-270 forms submitted for payment in order for NRCS to make payment by electronic funds transfer. Total amount of reimbursement from NRCS will not exceed \$15,000.

Submit all requests for reimbursement to the following:

Luis Diaz, Budget Officer
USDA, Natural Resources Conservation Service
PO Box 364868
San Juan, PR 00936-4868

6. Obtain a VIN if recipient does not currently have one. The VIN can be obtained as follows: Contact the Miscellaneous Payment Section of the National Finance Center (NFC) to request an enrollment package. The telephone number is 800-421-0323. The package will include a nine-digit VIN. Complete the enrollment package, which includes a section for the financial institution to complete, and return the package to the NFC. Follow up with the NFC to ensure that VIN is coded as "Active" prior to submitting first payment request.

7. Comply with Attachment A - Special Provisions.

8. Provide the following as a liaison:

	<u>Technical</u>	<u>Administrative</u>
Name:	Yamil Quijano	Mildred Roldan
Address:	78 Muñoz Rivera Este Oficina #1 Camuy, P.R. 00627-2631	Jardín Botánico Sur 1204 Calle Ceiba San Juan, PR 00926-5425
Telephone No.:	787-898-2270	787-763-5425
Facsimile No.:	787-898-2270	787-765-5425
Email Address:	<u>yquijano@seam.uprm.edu</u>	<u>m_rolدان@rumad.uprm.edu</u>

9. By no later than November 30, 2004 provide to the Service a revised Plan of Work with its respective budget.

B. The Service Agrees:

1. To appropriate an amount not to exceed \$15,000.00 for this project.
2. To reimburse quarterly the university the expenses spend for support of these project efforts not to exceed the amount specified in item 1.

3. To participate and support, as requested, workshops, field days and/or demonstrations.
4. Provide access to NRCS technology and technical tools to the maximum extent possible.
5. Provide the following staff as project liaison:

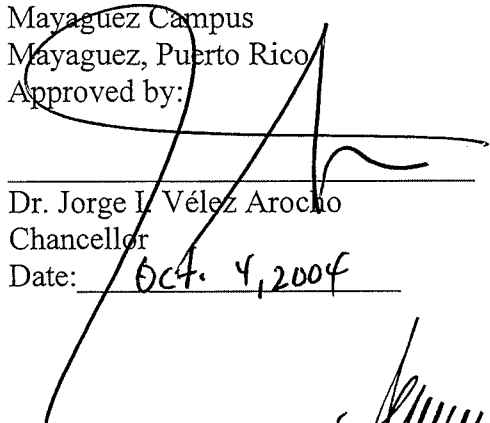
	<u>Technical</u>	<u>Administrative</u>
Name:	Carlos Morganti PM/GL Specialist	Edwin Mas Trop. Tech. Specialist
Address:	2200 Pedro Albizu Campos Suite 102 Mayaguez, PR 00680-5470	Agro. & Soils Dept. UPR-RUM PO Box 9030 00681-9030
Telephone	787-831-3416	787-832-4040, Ext 3741
Facsimile No.:	787-831-3315	787—831-3315
Email Address:	<u>carlos.morganti@pr.usda.gov</u>	<u>emas@uprm.edu</u>

C. It is mutually understood and agreed:

1. TERM. This agreement shall commence immediately after signed by Service and the University, and shall conclude September 30, 2005.
2. METHOD of PAYMENT. Payment will be processed after receipt of a properly certified form SF-270. These documents shall be sent as indicated in Section A-5 in this agreement
3. Indirect costs are limited to 10% of the total direct costs under current Appropriation Law.
4. INTENT TO COOPERATE. It is the intent of the Service and the University to fulfill their obligations under this agreement. However, commitments cannot be made beyond the period for which funds have been appropriated. In the event funds from which the Service or the University may fulfill their obligations are not appropriated, the agreement will automatically terminate. Reimbursement will then be for work completed that is otherwise eligible for reimbursement prior to the effective date of termination.
5. TERMINATION. This agreement may be terminated by either party giving a thirty (30) day advance written notice to the other party. In the event of such termination, reimbursement will be made for work that is otherwise eligible for reimbursement prior to termination.

6. MODIFICATION. This agreement may be modified by amendment duly executed by authorized officials of the University and the Service, provided such modification does not extend this agreement beyond the close of the fiscal year in which the work is completed.
7. ADMINISTRATION. This agreement shall be administered in accordance with the provisions of OMB circulars A-21, A-110, and A-133, 7 CFR 3015, and 7 CFR 3016.
8. OFFICIALS NOT TO BENEFIT. No member of Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this shall not be construed to extend to this agreement if made with a corporation for its general benefit.
9. NON-DISCRIMINATION. By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.
10. DRUG-FREE WORKPLACE. Certification Regarding Drug-Free Work Place Requirements (Grants) For Alternative I – For Grantees Other Than Individuals, Form AD-1049, is attached and made a part of this agreement.

Approved by:
University of Puerto Rico
Mayaguez Campus
Mayaguez, Puerto Rico
Approved by:



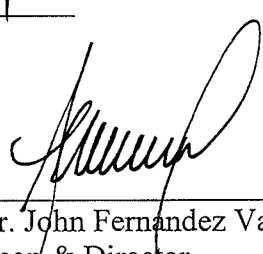
Dr. Jorge I. Vélez Arocho
Chancellor

Date: OCT. 4, 2004

Approved by:
United States
Department of Agriculture
Natural Resources
Conservation Service

Mr. Juan Martínez
Director NRCS Caribbean Area

Date: _____

Recommended by: 

Dr. John Fernandez Van Cleve
Dean & Director
College of Agricultural Sciences

Date: AUGUST 30, 2004

ATTACHMENT A - SPECIAL PROVISIONS

The 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 cooperator is providing the certification set out below. If it is later determined that the cooperator 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 CFS 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 sub-recipients 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; or

(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 cooperator 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 agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the cooperator, 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 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 cooperator shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients 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 cooperator 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 cooperator 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 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 cooperator 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 sub-agreement.

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 cooperator 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 sub-agreement, 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 pretreatments 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 sub-agreement. 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.