U.S. Department of Agriculture (USDA)
Natural Resources Conservation Service (NRCS)
On behalf of the
Commodity Credit Corporation (CCC)

Regional Conservation Partnership Program (RCPP)

Appendix to Form NRCS-CPA-1276
"RCPP Entity-Held Easement Parcel Cost-Share Contract"

Pursuant to the terms of RCPP PROGRAM AGREEMENT _____ the terms of which are incorporated by reference into this RCPP Entity-Held Easement Parcel Cost-Share Contract (Parcel Contract), the Commodity Credit Corporation (CCC) by and through the Natural Resources Conservation Service (NRCS) and _____
_____
_____
(hereinafter, whether singular or plural, **ENTITY**) enter this Parcel Contract to provide funds for the acquisition of an RCPP conservation easement (RCPP Easement) by **ENTITY** on the NRCS-approved Parcel (Parcel) identified on Form NRCS-CPA-1277, "Schedule of Acquisition for RCPP Entity-Held Easement," or any modification thereto on Form NRCS-CPA-1278, "Modifications of the Schedule of Acquisition for RCPP Entity-Held Easement." Each eligible entity identified on Form NRCS-CPA-1276, "RCPP Entity-Held Easement Parcel Cost-Share Contract," and in this appendix, must be identified as an **ENTITY** in the Form NRCS-CPA-1281, PROGRAM AGREEMENT, must be signatory to both the PROGRAM AGREEMENT and this Parcel Contract, must be a holder of the RCPP Easement, and is considered a participant in RCPP.

1. DEFINITIONS

The following definitions are applicable to this Parcel Contract and the associated PROGRAM AGREEMENT. All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the PROGRAM AGREEMENT or the regulations governing RCPP at 7 CFR Section 1464.3.

1. Participant.—Is defined as an eligible entity who has entered into this Parcel Contract and is party to and responsible for implementing the terms and conditions of such Parcel Contract and associated PROGRAM AGREEMENT and who may receive payment of the RCPP cost-share assistance funds provided by NRCS as the Federal share.
2. Lead Eligible Entity.—As designated on the Form NRCS-CPA-1277, is one of the above-listed eligible entities who will serve as the primary point of contact to NRCS for the administration of this Parcel Contract; the lead eligible entity may serve as the primary signatory for executing specific documents associated with this Parcel Contract in accordance with designations made on the Form NRCS-CPA-1277.
3. Co-holder.—Is a legal entity that is identified in and signatory to the PROGRAM AGREEMENT and this Parcel Contract and will be identified as a co-holder (grantee)

on the individual RCPP conservation easement deed to be held by **ENTITY** on the Parcel identified in this Parcel Contract.

4. Third-party Right Holder.—Is a legal entity identified in this Parcel Contract and that will be identified as a holder of a third-party right or other interest (not a grantee) on the individual RCPP conservation easement deed to be held by **ENTITY** on the Parcel identified in this Parcel Contract.
5. Landowner.—Is a person, legal entity, or Indian Tribe, having current legal ownership of eligible land and those who may be buying eligible land under a purchase agreement. The term landowner may include all forms of collective ownership including joint tenants and tenants-in-common, and includes heirs, successors, assigns, and anyone claiming under them.

2. PROGRAM ELIGIBILITY REQUIREMENTS

A. NRCS is responsible to complete eligibility determinations for the land, landowner, and **ENTITY**. To remain in compliance with the terms of this Parcel Contract, **ENTITY** must provide NRCS sufficient and timely access, information, and documentation to complete these determinations.

B. **ENTITY** acknowledges that NRCS requires all current landowners of record, including required members of landowner-legal entities to:
   1. Complete and file Form AD-1026, "Highly Erodible Land Conservation (HELC) and Wetland Conservation (WC) Certification," or any successor form, and meet the requirements set forth therein, in accordance with title XII of the Food Security Act of 1985, as amended.
   2. Meet the requirements of, complete, and file Form CCC-941, "Average Adjusted Gross Income (AGI) Certification and Consent to Disclosure of Tax Information," or any successor form.
   3. Complete and file the appropriate Form CCC-902, "Farm Operating Plan" (or successor form) and supporting documentation, including the required member's information if the landowner is a business classified as a legal entity or joint operation by USDA under 7 CFR Part 1400.
   4. Maintain updated information with the Farm Service Agency as provided in 7 CFR Part 1400.

C. **ENTITY** and co-holders identified in this Parcel Contract, must maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS) and meet the System for Award Management (SAM) registration requirements or successor registry for the duration of this Parcel Contract.

3. RCPP PARCEL COST-SHARE CONTRACT

A. The term "Parcel Contract," as used in this appendix, means the program documents, including Form NRCS-CPA-1276, the associated Form NRCS-CPA-1277, and as applicable any Form NRCS-CPA-1278. Such Parcel Contract sets forth the terms and conditions additional to the associated PROGRAM AGREEMENT for the acquisition of an RCPP conservation easement on an individual Parcel and receipt of RCPP cost-share assistance for such acquisition.

B. Execution of the Parcel Contract represents agreement by **ENTITY** to acquire an RCPP Easement on the identified Parcel or an agreed-to substitute Parcel under the terms specified in this Parcel Contract and the associated PROGRAM AGREEMENT.
C. This Parcel Contract must be executed by an authorized representative of **ENTITY,** NRCS, and all identified co-holders.

4. AGREEMENT

ENTITY agrees to—

1. Comply with all terms and conditions, complete all activities, and submit all required documents to NRCS in accordance with the timelines outlined in this Parcel Contract and the associated PROGRAM AGREEMENT.
2. Provide NRCS the information necessary to complete and execute the documents that comprise this Parcel Contract and any modifications or changes thereto.
3. Notify NRCS as soon as possible, generally within 60 days, of any changes in landownership, provide NRCS the most current evidence of ownership documentation, and execute a modification on Form NRCS-CPA-1278 as needed to reflect the updated current ownership.
4. Share responsibility for ensuring the information documented in this Parcel Contract is accurate and complete. NRCS may be prohibited from providing RCPP cost-share assistance if it is determined that the Parcel Contract information is not accurately reflected at the time of Parcel Contract execution and changes necessary to reflect the correct information are outside of the scope of the original Parcel Contract.
5. Not undertake any action on the Parcel which tends to defeat the purposes of this Parcel Contract, as determined by NRCS.
6. Allow NRCS representative or their agent access to the land under Parcel Contract for the purposes of conducting onsite visits needed to determine eligibility, conduct pre-acquisition due diligence activities, or complete any required planning activities.
7. Supply records and information, as required by NRCS, to determine compliance with this Parcel Contract and requirements of the program within 30 days of request.
8. Ensure the RCPP conservation easement deed for the Parcel identified in this Parcel Contract specifies the agreed-to Conservation Values and satisfies the requirements as set forth in section VI(A)(5) and VI(A)(6) of the PROGRAM AGREEMENT. ENTITY must:
    i. Select on Form NRCS-CPA-1277, or modification thereto using Form NRCS-CPA-1278, the level of restrictiveness of the RCPP conservation easement deed and whether the United States will hold a Right of Enforcement.
    ii. Attach as an exhibit to such form, a copy of the appropriate set of "RCPP Minimum Deed Terms" or the entire draft, unexecuted, RCPP conservation easement deed.
9. Ensure the RCPP easement plan is completed and approved by all required parties as set forth in section VI(A)12 of the PROGRAM AGREEMENT and this Parcel Contract, and as specified in the applicable RCPP conservation easement deed terms attached as an exhibit to this Parcel Contract.

5. RCPP EASEMENT PLAN

A. **ENTITY** must ensure the RCPP easement plan meets NRCS standards and specifications or other applicable industry standards and is developed by **ENTITY**, NRCS, or other appropriately qualified party. **ENTITY** must ensure the entire RCPP easement plan is provided to NRCS at least 90 days prior to the planned easement closing date and obtain NRCS approval of the RCPP easement plan prior to closing.
B. **ENTITY** acknowledges that if the Parcel contains highly erodible cropland, a highly erodible land (HEL) conservation plan that meets the requirements of 7 CFR Part 12 must be developed by NRCS or an NRCS-certified planner, approved by NRCS prior to closing, and provided to **ENTITY** and landowner.
C. The RCPP easement plan components and parties responsible for the development thereof must be identified and agreed-to on Form NRCS-CPA-1277, or modification thereto on Form NRCS-CPA-1278.
D. **ENTITY** will ensure NRCS has authorized access to the property and the landowner as needed to develop, review, or approve plans.
E. Prior to closing on the RCPP Easement, **ENTITY** will ensure the RCPP easement plan is signed by the landowner and **ENTITY** and as required by NRCS.

6. PAYMENTS

A. Based on a determination by NRCS that **ENTITY** has satisfied the terms and conditions of this Parcel Contract and the associated PROGRAM AGREEMENT and provided the items identified therein, NRCS may provide the Federal share for the purchase of the RCPP easement acquired by **ENTITY.**
B. **ENTITY** may request payment of the Federal share as reimbursement after closing or as an advance payment prior to closing of an RCPP conservation easement on the identified Parcel.
C. To obtain reimbursement or an advance payment of the Federal share, **ENTITY** must submit a payment request package, which includes Form NRCS-CPA-1280, "Conservation Activity Approval and Payment Application for Acquisition of RCPP Entity-Held Easement," and the accompanying information and documentation required by the form and as identified in the PROGRAM AGREEMENT and this Parcel Contract.
D. **ENTITY** may submit the payment request package—
   1. Sixty (60) days prior to the planned closing date when a payment is to be issued at closing (advance payment); or
   2. After the RCPP easement has been recorded and the landowners have been paid (reimbursement).
E. Payment of the Federal share for the purchase of an RCPP easement on a Parcel owned by a legal entity, general partnership, or joint venture will be reduced by an amount commensurate with the direct or indirect ownership interest in the legal entity, general partnership, or joint venture of each person or legal entity determined to be subject to such reduction based on the average adjusted gross income provisions of 7 CFR Part 1400.
F. NRCS will disburse funds only after verifying that **ENTITY** has provided all documentation, certifications, and information required by the terms of this Parcel Contract and the associated PROGRAM AGREEMENT. NRCS will conduct an internal review of the payment request package in accordance with NRCS easement acquisition internal controls policy. The NRCS State office will submit a copy of the payment request package for

national review and approval for all payments that require national-level review. For advance payments, complete payment request packages for national review must be submitted by NRCS at the State level to NRCS NHQ no less than 30 days before the planned easement closing date.

G. NRCS will disburse payment following receipt of a fully complete and correct payment request package from **ENTITY** within 60 days.

H. If NRCS provides an advance payment, **ENTITY** must obtain a receipt for the Federal funds from the closing agent and provide it to NRCS prior to closing.

I. **ENTITY** must ensure the closing agent does not hold the Federal funds in escrow for more than 30 calendar days. If closing does not occur within 30 calendar days of receipt of the advance payment, **ENTITY** must ensure the Federal funds and any interest earned on those funds while in escrow are returned to NRCS by the 31st calendar day unless otherwise mutually agreed to by the parties. **ENTITY** must ensure that the Federal funds are fully insured while held in escrow.

J. All payments made as part of this Parcel Contract are reported to the United States Internal Revenue Service (IRS). For information related to tax liabilities, it is recommended that **ENTITY** consult with a tax professional as needed.

K. Any **ENTITY** that will receive any share of a payment made for the implementation of this Parcel Contract must be a signatory on this Parcel Contract and eligible for such payment. Payments will occur in accordance with the shares to which the parties have agreed as set forth on Form NRCS-CPA-1277 or in a fully executed modification on Form NRCS-CPA-1278, signed by all eligible entities. The Lead Eligible Entity on this Parcel Contract may sign the easement payment application, Form NRCS-CPA-1280, unless such signature authority is specifically not granted or assigned.

7. PROVISIONS RELATING TO TENANTS AND LANDLORDS

No payment will be approved if NRCS determines that any of the following conditions exist:

1. The landowner or operator has tenants who have an interest in land with a lease that has not been properly terminated or modified, and would interfere with **ENTITY**'s ability to implement the terms of this Parcel Contract or associated PROGRAM AGREEMENT.
2. **ENTITY** or landowner has adopted any other scheme or device for the purpose of depriving any tenant of any benefits to which such tenant would otherwise be entitled. If any such conditions occur or are discovered after payments have been made, all or any part of the payments, as determined by NRCS, must be refunded according to paragraph 10(B) of this appendix, and no further payments will be made.

8. PARCEL CONTRACT MODIFICATION, CORRECTION, AND CANCELLATION

A. **ENTITY** and NRCS may modify this Parcel Contract by mutual agreement through the execution of a Form NRCS-CPA-1278 when—

1. Both the **ENTITY** and the NRCS State Conservationist agree to the modification;
2. NRCS had determined the modification is consistent with the purposes of the program; and
3. **ENTITY** has provided all information needed for the modification and NRCS had completed all associated eligibility and programmatic determinations.

B. All modifications must be approved in writing by the authorized NRCS official and **ENTITY**. The Lead Eligible Entity may approve modifications to this Parcel Contract on behalf of others signatory to this Parcel Contract unless such signature authority is specifically denied on the Form NRCS-CPA-1276.
C. NRCS may unilaterally cancel this Parcel Contract when the easement acquisition would cause adverse impacts to significant cultural or environmental resources without mitigation action unless NRCS and **ENTITY** modify this Parcel Contract to address such impacts.
D. NRCS reserves the right to correct all errors in entering data or the results of computations in this Parcel Contract. If **ENTITY** does not agree to such corrections, NRCS will terminate this Parcel Contract.

9. PARCEL CONTRACT TERMINATION

A. If **ENTITY** fails to carry out the terms and conditions of this Parcel Contract, NRCS may terminate this Parcel Contract. NRCS may require **ENTITY** to refund payments received under this Parcel Contract. Refunds will be subject to the provisions in paragraph 10(B) of this appendix.
B. The NRCS may terminate this Parcel Contract, in whole or in part, without liability, if NRCS determines that continued operation of this Parcel Contract will result in the violation of a Federal statute or regulation, if NRCS determines that certain actions undermine the ability of the land to accomplish the purposes of RCPP, or if NRCS determines that termination would be in the public interest. In the event this Parcel Contract is terminated for any reason, the obligations of the parties will be as set forth in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
C. This Parcel Contract terminates upon dissolution of the **ENTITY**.
D. NRCS may determine **ENTITY** is not in violation of this Parcel Contract for failure to comply with this Parcel Contract if the circumstances for failing to comply were beyond the control of the **ENTITY**, including a disaster or related condition, as determined by the NRCS.
E. Upon death of a landowner, this Parcel Contract will be terminated with no penalty to the parties to this Parcel Contract unless the landowner, court of appropriate jurisdiction, or operation of State law, appointed an executor or other estate representative to act on the landowner's behalf and such executor or estate representative is determined eligible by NRCS and identified on the Form NRCS-CPA-1278 or an NRCS-approved substitute parcel is identified.
F. Nothing in this Parcel Contract will be construed as to limit or condition any right acquired by the United States under any associated RCPP easement.

10. RECOVERY OF COST

A. The parties agree that NRCS will incur costs in administering this Parcel Contract. The parties further agree that in the event **ENTITY** violates the terms of this Parcel Contract, **ENTITY** voluntarily terminates this Parcel Contract before any contractual payments have been made, or this Parcel Contract is terminated with cause by NRCS, the NRCS is entitled to be reimbursed for these costs.
B. Collection of amounts due from **ENTITY** for contract violation, improper payment, or any other reason will follow procedures of 7 CFR Part 3. NRCS will notify **ENTITY** and

provide the reason for the collection and the amount owed. Unpaid debts accrue interest due to the NRCS beginning 30 days after the billing date at the current value of funds rate published in the Federal Register by the United States Department of Treasury.

11. PERIOD OF PERFORMANCE

Within the timeframes established by NRCS, the documents that comprise this Parcel Contract must be signed, as identified therein, by an authorized representative of each eligible entity that is party to this Parcel Contract, and this NRCS-CPA-1276-Appendix must also be signed by an authorized representative of each identified co-holder. This Parcel Contract is effective when signed by **ENTITY** and then executed by an authorized representative of NRCS. The contract term begins on the date NRCS executes this Parcel Contract as indicated on the Form NRCS-CPA-1276. The period of performance must be indicated on the Form NRCS-CPA-1277 or any modification thereto, on the Form NRCS-CPA-1278. This Parcel Contract remains valid until such time as the Parcel Contract expiration date is reached unless otherwise cancelled or terminated by the parties to this Parcel Contract pursuant to the terms and conditions of this Parcel Contract or the associated PROGRAM AGREEMENT. In the event that a statute is enacted during the period of this Parcel Contract which would materially change the terms and conditions of this Parcel Contract, the NRCS may require **ENTITY** to either modify this Parcel Contract consistent with the provisions of such statute or agree to Parcel Contract termination.

12. GENERAL TERMS

A. The regulations in 7 CFR Part 1464 for RCPP are incorporated, by reference, herein. In the event of a conflict between these regulations and the terms of this appendix, the provisions of the regulations will prevail.
B. This Parcel Contract must be carried out in accordance with all applicable Federal statutes and regulations. Any ambiguities in this Parcel Contract and questions as to the validity of any of its specific provisions will be resolved in favor of NRCS so as to give maximum effect to the conservation purposes of this Parcel Contract.
C. NRCS is administering this Parcel Contract on behalf of CCC. Therefore, where this Parcel Contract refers to "NRCS," NRCS is acting on CCC's behalf for the purposes of administering this Parcel Contract. When the term "**ENTITY**" is used in this Parcel Contract, it will be construed to mean all eligible entities identified in this Parcel Contract.
D. This Parcel Contract is a financial assistance agreement, not a procurement contract. As such, it is not subject to 5 CFR Part 1315, the Prompt Payment Act, and is governed by the terms set forth herein.

13. CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO FINANCIAL ASSISTANCE (see generally 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards")

As a condition of this Parcel Contract entered into pursuant to the associated PROGRAM AGREEMENT, **ENTITY** certifies and assures that they are in compliance with and will comply in the course of this Parcel Contract and the associated PROGRAM AGREEMENT with all applicable laws, regulations, Executive orders, and other generally applicable requirements,

including those set out in 2 CFR Part 200, applicable to nonprofit institutions, which are hereby incorporated into this Parcel Contract by reference, and such other regulatory and statutory provisions as are specifically set forth in the associated PROGRAM AGREEMENT and herein.

14. RIGHTS TO APPEAL AND REQUEST EQUITABLE RELIEF

A. **ENTITY** may appeal an adverse decision under this Parcel Contract in accordance with the appeal procedures set forth in 7 CFR Part 11, Subpart A, and Part 614. Pending the resolution of an appeal, no payments will be made under this Parcel Contract. Before an **ENTITY** seeks judicial review, **ENTITY** must exhaust all appeal rights granted within these regulations.
B. **ENTITY** may also request equitable relief, as provided under 7 U.S.C. Section 7996, and 7 CFR Part 635, with the requirements of that provision.

15. DRUG-FREE WORKPLACE (2 CFR Part 182 and 2 CFR Part 421)

By signing this Parcel Contract, **ENTITY** certifies that **ENTITY** will comply with the requirements of 2 CFR Part 182 and 2 CFR Part 421. If it is later determined that **ENTITY** knowingly rendered a false certification or otherwise violated the requirements of the Drug-Free Workplace Act, NRCS, in addition to any other remedies available to NRCS under this Parcel Contract or associated PROGRAM AGREEMENT or in general to the United States, may take action authorized under the Drug-Free Workplace Act.

The following **ELIGIBLE ENTITIES** and Co-Holders, by entering their signatures, acknowledge receipt of this Form NRCS-CPA-1276-Appendix and agree to its terms and conditions thereof.

By signing this document, you acknowledge and agree that all the information provided is true and accurate on your behalf. Any false certifications made by signing this Appendix may subject the signatory to criminal and civil fraud statutes. You further acknowledge that you have read and accept all terms and conditions provided in this appendix.

ELIGIBLE ENTITY – SIGNATURE OF AUTHORIZED REPRESENTATIVE
(All signatory Eligible Entities must be party to the associated Form NRCS-CPA-1281, Program Agreement and must be identified on the Form NRCS-CPA-1277, "Schedule of Acquisition for Easement" and any subsequent Form NRCS-CPA-1278, "Modification of the Schedule of Acquisition for Easement," for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

CO-HOLDERS – SIGNATURE OF AUTHORIZED REPRESENTATIVE
(All signatory Co-Holders must be signatory to the associated Form NRCS-CPA-1281, Program Agreement and must be identified on the Form NRCS-CPA-1277, "Schedule of Acquisition for Easement" form and any subsequent Form NRCS-CPA-1278, "Modification of the Schedule of Acquisition for Easement," for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

THIRD-PARTY RIGHT HOLDERS – SIGNATURE OF AUTHORIZED REPRESENTATIVE
*(Optional, only required if **ENTITY** requires Third-Party Right Holders to Sign this appendix)*
(All signatory Third-Party Right holders may be identified on the associated Form NRCS-CPA-1281, Program Agreement and must be identified on the Form NRCS-CPA-1277, "Schedule of Acquisition for Easement" and any subsequent Form NRCS-CPA-1278, "Modification of the Schedule of Acquisition for Easement," for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: Program.intake@usda.gov.

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