U.S. Department of Agriculture
Commodity Credit Corporation (CCC)

Appendix to Form NRCS-CPA-1202 Conservation Program Contract for Wetlands Reserve Program (WRP)

The Commodity Credit Corporation (CCC) and the landowner enter this Conservation Program Contract to assist in implementing the Wetlands Restoration Plan of Operations (WRPO) for land enrolled in the Wetlands Reserve Program (WRP). The land may be enrolled through a permanent easement, a 30-year easement, a 30-year contract, or a restoration cost-share agreement. Nothing in this Conservation Program Contract will be construed as to limit or condition any right acquired by the United States under any associated WRP easement. For the purposes of this contract, a landowner is defined as a person having legal ownership of eligible land. "Landowner" may include all forms of collective ownership, including joint tenants, tenants in common, and life tenant and includes Tribal beneficiaries of lands held in trust by the United States.

1 PROGRAM ELIGIBILITY REQUIREMENTS

A The landowner must complete and file Form AD-1026, "Highly Erodible Land Conservation and Wetland Conservation Certification," and meet the requirements set forth therein, in accordance with the Food Security Act of 1985, as amended. By signing this Conservation Program Contract ("contract"), the landowner certifies that the landowner has completed and filed Form AD-1026 and meets the requirements set forth in the highly erodible land conservation-wetland conservation (HELC-WC) provisions.

B The landowner must meet the requirements of, complete, and file Form CCC-926, "Payment Eligibility Average Adjusted Gross Income Certification." By signing this contract, the landowner certifies that the Landowner has met the requirements of, completed, and filed Form CCC-926 at the time of enrollment. A person or legal entity will not be eligible to receive any benefit during a crop, fiscal, or program year, as appropriate, if the average adjusted gross nonfarm income of the person or legal entity exceeds $1,000,000, unless not less than 66.66 percent of the average adjusted gross income of the person or legal entity is average adjusted gross farm income. The amount of any payment or benefit will be reduced by an amount that is commensurate with the direct and indirect ownership interest in the entity of each person who has an average adjusted gross income, average adjusted gross farm income, or average adjusted gross nonfarm income in excess of the applicable limitation specified. This limitation may be waived on a case-by-case basis by the NRCS Chief, as allowed by the authorizing legislation.

C The landowner must complete and file Form CCC-901, "Member's Information," or its equivalent, if the landowner represents a business classified as a legal entity or joint operation by USDA under 7 CFR Part 1400.

D The landowner must have control of the land for this contract period, subject to the rights acquired by the United States that may encumber the land. By signing this contract, the landowner certifies that the landowner will control the land subject to this contract for the term of this contract and will, upon request, provide evidence to CCC, demonstrating that such landowner will control the land for that period.

E The landowner will not be eligible for contract payments for any of the following: practices that are required to meet HELC and WC compliance requirements found in 7 CFR Part 12; practices included in maintenance agreements (with financial reimbursements for maintenance) that existed prior to participation; a nonland-based structure that is not integral to a land-based practice; and practices that were applied with financial assistance through any other USDA conservation program.

F The landowner is responsible for obtaining the authorities, permits, easements, or other approvals necessary for the implementation, operation, and maintenance of the conservation practices and activities in accordance with applicable laws and regulations. A landowner must comply with all laws and is responsible for all effects or actions resulting from the landowner's performance under this contract.

2 OFFERS FROM APPLICANTS

Form NRCS-CPA-1200, "Conservation Program Contract Application," represents a request to enroll in WRP. Execution of the NRCS-CPA-1202 form and this NRCS-CPA-1202-CPC (appendix) represents a request to implement the WRPO under the terms specified in this contract.

3 AGREEMENT

The landowner agrees to—

(1) Implement the WRPO in accordance with the terms specified in this contract on lands enrolled in the easement or 30-year contract enrollment options of WRP or for restoration cost-share agreement enrollments to place eligible land into WRP for the period of time specified on Form NRCS-CPA-1202, beginning on the date this contract is executed by CCC.

(2) Not start any financially assisted practice or activity or engage the reimbursable services of a certified technical service provider (TSP) before this contract and any applicable easement or 30-year contract documents are executed by CCC, unless a waiver is approved by NRCS. The landowner may request, in writing, a waiver of this requirement for financially assisted practices by the NRCS State Conservationist (STC) or designee.

(3) Secure funding for the desired services of a TSP through contract development or contract modification with NRCS before engaging the services of a TSP.

(4) Apply or commence a financially assisted practice within the first 12 months from the date this contract is signed by NRCS.

(5) Complete all practices within 3 years of the date this contract is signed or the easement is recorded or 30-year contract is executed, whichever is later, unless extended by mutual agreement between the landowner and NRCS.

(6) Establish, to NRCS standards and specifications, conservation practices or activities described in this contract and the WRPO, as scheduled, to operate and maintain these practices or activities for the intended purpose and life span identified in this contract and the WRPO, and to comply with the terms and conditions of this contract and all applicable Federal, State, Tribal, and local laws. In cases where the land is transferred to new ownership during the contract period, the landowner must also ensure that these responsibilities are transferred to subsequent owners.

(7) Notify NRCS within 60 days of the transfer of interest to an eligible transferee who accepts the contract's terms and conditions by completing the transfer agreement, Form NRCS-CPA-152, or the contract will be terminated.

(8) Share responsibility for ensuring that Form NRCS-CPA-1155, "Conservation Plan or Schedule of Operations," is accurate and complete. NRCS has no authority to compensate landowners for practices or activities that are not in the contract at the time of obligation.

(9) Not undertake any action on land under the landowner's control that tends to defeat the purposes of the WRP, as determined by CCC.

(10) Discontinue work in the general area of the site and notify NRCS immediately if, during the construction of any practice, a previously unidentified endangered species, archeological, or historical site is encountered.

(11) Provide receipts, as necessary, as proof of payments, to maintain proof of payment documentation for 3 years after the end of the Federal fiscal year in which the practice or activity was completed, and to present this documentation to CCC within 30 days, if selected for an administrative compliance check.

(12) Allow access to the land under contract to the CCC representative or their agent, including TSPs representing NRCS, for monitoring progress on this contract.

(13) Supply records and information, as required by CCC, to determine compliance with the contract and requirements of the program within 30 days of request.

(14) Accept applicable program payment limits. For WRP restoration cost-share agreement enrollments, the landowner, defined as a person or legal entity, hereby agrees that the total amount of all payments, made under one or more restoration cost-share agreement enrollments, directly or indirectly, does not exceed in the aggregate $50,000 per fiscal year.

The following items apply:

(i) Payments received in excess of these limits are subject to refund.

(ii) Annual payment limitations may not be waived.

(iii) Split payments are not allowed. When payment requests for satisfactorily completed practices exceed the annual limitation for a person or legal entity, the portion that exceeds the limitation will not be deferred to the next fiscal year. The balance will be deobligated.

(iv) Certification of satisfactorily completed practices will not be delayed or postponed to circumvent the annual payment limitations.

4 CONSERVATION PLAN

By signing the contract, the landowner agrees—

(1) That Form NRCS-CPA-1155, "Conservation Plan or Schedule of Operations," is hereby incorporated as a part of the contract.

(2) To implement and maintain the practices and activities, as identified and scheduled on Form NRCS-CPA-1155 and in compliance with paragraph 6 of this appendix, "Operation and Maintenance of Conservation Practices."

5 PAYMENTS

A Subject to the availability of funds, CCC will make payments at the rate and applied amount specified in this contract after CCC determines that an eligible conservation practice or activity has been established in compliance with the conservation plan and in accordance with appropriate standards and specifications. To receive payments, the landowner, upon technical certification of the completed practice or activity, must execute and file with CCC a Form NRCS-CPA-1245, "Practice Approval and Payment Application," along with any receipts, as necessary.

B Payments will be issued based on the actual cost of the practice, as installed, not to exceed the amount identified on Form NRCS-CPA-1155, "Plan and Schedule of Operations," and Form NRCS-CPA-1156, "Revision of Plan and Schedule of Operations or Modification of a Contract." Subject to the availability of funds, payments for a practice implemented in accordance with NRCS standards and specifications that exceeds the identified amount may be eligible for payment if approved by NRCS and reflected in a properly executed Form NRCS-CPA-1156, "Revision of Plan and Schedule of Operations or Modification of a Contract."

C To be reimbursed for technical services approved under this agreement and performed by a certified TSP hired by the landowner, a landowner must execute a request for payment on Form

NRCS-CPA-1245. The landowner must also submit to CCC an invoice from the TSP for the work performed, as well as any documentation CCC may require to ensure that the technical services were carried out in accordance with NRCS requirements. The landowner is responsible for ensuring that the technical services obtained from a TSP hired by the landowner meet program requirements. CCC will not reimburse the landowner if the technical services provided by the TSP do not meet the program requirements. If CCC terminates this contract, as provided under paragraph 11 of this appendix, CCC may seek refund of any TSP payments made to the landowner.

D All payments received as part of a contract are reported to the United States Internal Revenue Service (IRS). For information related to tax liabilities, consult with a tax accountant or refer to IRS publication 225, "Farmers Tax Guide."

E Payments will only be issued for practices or activities that meet or exceed the practice standards described in the NRCS Field Office Technical Guide.

F Collection of amounts due from a landowner for improper payment or any other reason will follow procedures of the Debt Collection Improvement Act of 1996. NRCS will notify the landowner to identify the reason for the collection and the amount owed. Based on this notification, a bill will be entered into the National Finance Center's IBIL (Internet billing). Unpaid bills accrue interest 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.

G Any landowner who will receive financial benefit from the implementation of this contract must be a signatory on the contract. Unless signature authority is not granted or assigned on the contract, any landowner on the contract may approve payment applications for the contract.

H Any payment that has or will be received through another USDA program or from other sources must be disclosed to the NRCS approving official at the time a payment application is filed. NRCS may reduce payments to account for the funds received from other sources.

I If a landowner receiving a contract payment is indebted to another Federal agency and the outstanding debt has been referred to the Treasury Offset Payment System, the contract payment due to the landowner will be reduced by the Treasury Department for the amount owed the U.S. Government. The landowner will not be notified by NRCS that a payment offset has occurred, and NRCS records will reflect full contract payment to the landowner.

6 OPERATION AND MAINTENANCE OF CONSERVATION PRACTICES (Operation and Maintenance Agreement)

A The landowner agrees to the operation and maintenance (O&M) of all conservation practices included within this contract. If the land is subject to a WRP easement or 30-year contract for land use on nontrust Tribal lands, then any landowner O&M actions are subject to a determination by NRCS that such use is a compatible use authorized under part IV of the WRP Warranty Easement Deed or part IX of the WRP Contract for 30-Year Land Use respectively.

B These practices will be operated and maintained for the practice NRCS-CPA-1155, as identified in the WRPO or any conservation, management or O&M plans, practice requirements, or job sheets. This requirement also extends to conservation practices installed before the

contract's execution, but included in the contract to obtain the environmental benefits agreed upon in the ranking process.

C The term O&M, as used in the contract, collectively includes:

(1) **Operation:** The administration, management, and performance of nonmaintenance activities necessary to keep a practice safe and functioning as planned

(2) **Maintenance:** The recurring activities necessary to retain or restore a practice in a safe and functioning condition, including, but not limited to, the management of vegetation, the repair or replacement of failed components or conservation practices, the prevention or treatment of deterioration to the practice, and the repair of damages caused by vandalism or negligence, but excluding damage caused by a local, State, or nationally recognized natural disaster

(3) **Repair:** The actions to return a deteriorated, damaged, abandoned, or failed practice or component to an acceptable and functional condition

(4) **Replacement:** The removal of a practice or component and installation of a similar, functional practice or component.

D The landowner is responsible for the O&M activities and acknowledges that these activities may require labor, funds, and management to ensure that the appropriate program purposes are met.

E The landowner O&M responsibilities begin when the practice installation is completed, as determined by NRCS, and will continue through the end of the practice lifespan.

F The landowner acknowledges that the practice lifespan is the time period in which the conservation practices are to be used and maintained for their intended purposes, as defined by NRCS technical references and documented on either the NRCS-CPA-1155, the WRPO or any conservation, management or O&M plans, practice requirements, or job sheets.

G Specific O&M requirements for conservation practices covered within this contract are defined in the conservation practice standard and are documented within the WRPO, conservation plan narrative, contract provision, or job sheet.

H The landowner acknowledges that conservation practices installed before the contract's execution, but included in the contract to obtain the environmental benefits agreed upon within the application ranking process, must be operated and maintained as specified in the contract and within this paragraph.

I Landowner agrees to the O&M requirements, as listed within paragraph 6, and failure to carry out the terms and conditions listed may result in CCC's termination of this contract. (Refer to paragraph 11 of this appendix, "Contract Termination.")

7 PROVISIONS RELATING TO TENANTS AND LANDLORDS

No payment will be approved for the current year if CCC determines that any of the following conditions exist:

(1) The landowner has tenants with a lease that runs through the contract term at the time of signup and that has not been properly ended or modified, and would interfere with the landowner's ability to implement the WRPO or the terms of this contract.

(2) The landowner has adopted any other scheme or device for the purpose of depriving any tenant of any other program 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 CCC, must be refunded according to paragraph 5F of this appendix, and no further payments will be made.

8 MISREPRESENTATION AND SCHEME OR DEVICE

A A landowner who is determined to have erroneously represented any fact affecting a determination with respect to this contract and the regulations applicable to this contract, adopted any scheme or device that tends to defeat the purposes of this contract, or made any fraudulent representation with respect to this contract, will not be entitled to payments or any other benefits made under this contract. The landowner must refund to CCC all payments received plus interest. In addition, CCC may terminate the landowner's interest in all conservation program contracts.

B CCC will charge interest on monies it determines are due and owing to CCC under this contract. Under debt collection procedures, unpaid bills accrue interest beginning 30 days after the billing date. The interest rate will be determined using the current value of funds rate, published annually in the *Federal Register* by the United States Department of Treasury.

C The provisions of paragraph 8A of this appendix will be applicable in addition to any other criminal and civil fraud statutes.

9 CHANGES TO TERMS AND CONDITIONS OF THIS CONTRACT

A If any changes to the terms and conditions of this contract become necessary prior to the date this contract is approved on behalf of CCC, CCC will notify, in writing, the applicant who signed Form NRCS-CPA-1202 of such change. The applicant then will be given 10 days from the date of notification in which to agree to the revised terms and conditions or to withdraw from this contract request. The applicant agrees to notify CCC, in writing, of an intention to withdraw the program participation request within 10 days from the date of the issuance of such notice, and further agrees that failure to notify CCC will constitute agreement to the revised terms and conditions.

B CCC may unilaterally modify this contract when the installed practice would cause adverse impacts to significant cultural or environmental resources without mitigation action.

C Subject to the availability of funds, CCC may unilaterally modify this contract when the amount of payment for a single contract item (practice or activity) increases by not more than $500 as the result of an increase in the number of units performed (quantity variation) by the landowner.

D The landowner and CCC may modify this contract by mutual agreement when—

(1) Both the landowner and the appropriate approving authority (STC or designated conservationist) agree to this modification.

(2) At the request of the landowner, and upon approval of CCC, the modification is consistent with the purposes of the program.

(3) A transfer of this contract occurs, provided that CCC approval is obtained, and an eligible transferee accepts all terms and responsibilities under this contract, including operation and maintenance of practices already installed or to be installed.

E The landowner and CCC may modify this contract by mutual agreement to revise or add to practices already installed, provided that such revisions or additions are within the scope of this contract. If any such changes cause an increase in the cost of performance of any part of the work under the contract, the authorized CCC official will make an equitable adjustment in the total contract payment and will modify the contract.

F All modifications that require CCC approval processed through paragraph 9D of this appendix must be approved in writing by the authorized CCC official and the landowner or an individual granted signature authority through a valid power of attorney filed in the local service center. Unless signature authority is not granted or assigned on the contract, any landowner on the contract may approve modifications for the contract.

10 CORRECTIONS

CCC reserves the right to correct all errors in entering data or the results of computations in this contract.

11 CONTRACT TERMINATION

A If a landowner fails to carry out the terms and conditions of this contract, CCC may terminate this contract. CCC may require the landowner to refund payments received under this contract, or require the landowner to accept such adjustments in subsequent payments as are determined to be appropriate by CCC. Refunds must be subject to the provisions in paragraph 5F of this appendix.

B CCC may terminate this contract, in whole or in part, without liability, if it determines that continued operation of this contract will result in the violation of a Federal statute or regulation, or that termination would be in the public interest.

C CCC retains the right to terminate this contract, in whole or in part, if, at any time, it determines that certain practices or activities do not further the protection and enhancement objectives of the project, or that the landowner has failed to comply with specified terms and conditions of this contract. Upon termination, the landowner must not incur any new obligations for the terminated portion of the contract after the effective date, and must cancel as many outstanding obligations as possible. CCC, however, will allow full credit to the landowner for the noncancellable obligations properly incurred by the landowner prior to termination.

12 RECOVERY OF COST

A The parties agree that CCC will incur substantial costs in administering this contract. The parties further agree that if a landowner violates the terms of this contract, the Landowner voluntarily terminates this contract before any contractual payments have been made, or this contract is terminated with cause by CCC, CCC is entitled to be reimbursed for these costs.

B The landowner may be required by CCC to refund all or a portion of any assistance earned under the program if the landowner sells or loses control of the land under this contract and the new owner or transferee refuses to assume responsibility under the contract and for restoration cost-share agreement enrollments only, if the new landowner is not eligible for the program.

13 EFFECTIVE DATE

This contract is effective when signed by the landowner and an authorized representative of CCC. Except as otherwise provided for herein, this contract may not be terminated or modified unless by mutual agreement between the parties. Within the dates established by CCC, this contract must be signed by all required landowners. If a statute is enacted during the period of this contract that would materially change the terms and conditions of this contract, CCC may require the landowner to elect between modifying this contract consistent with the provisions of such statute or contract termination.

14 GENERAL TERMS

A The regulations in 7 CFR Part 1467 for WRP are incorporated, by reference, herein. If a conflict arises between these regulations and the terms of this appendix, the provisions of the regulations will prevail.

B This contract will be carried out in accordance with all applicable Federal statutes and regulations. Any ambiguities in this contract and questions as to the validity of any of its specific provisions will be resolved in favor of CCC so as to give maximum effect to the conservation purposes of this contract.

C NRCS is administering this contract on behalf of CCC. Therefore, where this contract refers to "CCC," NRCS may act on its behalf for the purposes of administering this contract. When the term "landowner" is used in this contract, it will be construed to mean all landowners signing this contract. Likewise, when the term “applicant” is used in this contract, it means all applicants signing the program application.

D Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions (7 CFR Part 3017 or 2 CFR Part 417 and 2 CFR Part 180, as applicable)

(1) The landowner certifies that, to the best of the Landowner’s knowledge and belief, the landowner and his or her principals—

(i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency.

(ii) Have not had, within the 3-year period preceding this agreement, a criminal conviction or civil judgment rendered against them for commission of fraud in

connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local government) contract, including 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.

(iii) 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 set forth above in paragraph 14D(1)(b) of this certification.

(iv) Have not had, within the 3-year period preceding this agreement, one or more public contracts (Federal, State, or local) terminated for cause or default.

(2) If the landowner is unable to certify any of the statements set forth in paragraph 14D(1), the landowner shall attach an explanation to this agreement.

E This contract is a financial assistance agreement, not a procurement contract. As such, it is not subject to 5 CFR Part 1315, Prompt Payment Act, and is governed by the terms set forth herein.

F The term "contract," as used in this appendix, means the program documents, including WRPO, the conservation program contract, Form NRCS-CPA-1202, along with the conservation plan schedule of operations, Form NRCS-CPA-1155; Form NRCS-CPA-1156, "Revision of Plan/Schedule of Operations or Modification of a Contract"; and Form NRCS-CPA-152, "Transfer Agreement," for the transferees. Such contract will set forth the terms and conditions for conservation program participation and receipt of conservation program payments.

G The term "socially disadvantaged" means an entity or individual who is a member of a socially disadvantaged group. For an entity, at least 50 percent ownership in the business must be held by socially disadvantaged individuals. A socially disadvantaged group is a group whose members have been subject to racial or ethnic prejudice because of their identity as members of a group without regard to their individual qualities. These groups consist of American Indians or Alaskan Natives, Asians, Blacks or African Americans, Native Hawaiians or other Pacific Islanders, and Hispanics. **Note:** Gender alone is not a covered group for the purposes of NRCS conservation programs. Entities reflect a broad interpretation to include partnerships, couples, legal entities, etc.

H "Indian Tribe" means any Indian Tribe, band, nation, pueblo, or other organized group or community, including any Alaska Native village or regional or village corporation, as defined in or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.) that is recognized as eligible for special programs and services provided by the United States to Indians because of their status as Indians.
Note: Indian Tribes recognized as eligible to receive services by the United States Bureau of Indian Affairs is available at
http://edocket.access.gpo.gov/2009/pdf/E9-19124.pdf.

I A limited-resource farmer or rancher is a landowner with direct or indirect gross farm sales not more than the current indexed value in each of the previous 2 years, and who has a total household income at or below the national poverty level for a family of four, or less than 50

percent of county median household income in each of the previous 2 years. A legal entity or joint operation can be a limited-resource farmer or rancher only if all individual members independently qualify. A self-determination tool is available to the public and may be completed online or printed and completed in hardcopy form at http://www.lrftool.sc.egov.usda.gov/. Landowners who self-certify eligibility as a limited-resource farmer or rancher may be requested to provide records to justify their claim. The landowner is responsible for providing accurate data. False certifications are subject to criminal and civil fraud statutes.

J A beginning farmer or rancher is a landowner who has not operated a farm or ranch or who has operated a farm or ranch for not more than 10 consecutive years. This requirement applies to all members of a legal entity, and who will materially and substantially participate in the operation of the farm or ranch. In the case of a contract with an individual, individually or with the immediate family, material and substantial participation requires that the individual provide substantial day-to-day labor and management of the farm or ranch, consistent with the practices in the county or State where the farm is located. In the case of a contract made with a legal entity, all members must materially and substantially participate in the operation of the farm or ranch. Material and substantial participation requires that the members provide some amount of the management or labor necessary for day-to-day activities, such that if the members did not provide these inputs, operation of the farm or ranch would be seriously impaired. Landowners who self-certify eligibility as a beginner farmer or rancher may be requested to provide records to justify their claim. The landowner is responsible for providing accurate data. False certifications are subject to criminal and civil fraud statutes.

15 RIGHTS TO APPEAL AND REQUEST EQUITABLE RELIEF

A The landowner may appeal an adverse decision under this 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 agreement. Before a landowner seeks judicial review, the landowner must exhaust all appeal rights granted within these regulations.

B The landowner 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.

16 EXAMINATION OF RECORDS

A The landowner agrees to give CCC or the comptroller general, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this contract. The landowner agrees to retain all records related to this agreement for a period of 3 years after completion of the terms of this agreement, in accordance with the applicable Office of Management and Budget circular.

B The landowner authorizes CCC to obtain tax data from the Internal Revenue Service (IRS) for adjusted gross income compliance verification purposes. The landowner will take all necessary actions required by the terms and conditions of the IRS disclosure laws so that CCC can obtain such data.

17 DRUG-FREE WORKPLACE (7 CFR Part 3021)

By signing this contract, the landowner certifies that the landowner will comply with the requirements of 7 CFR Part 3021. If it is later determined that the landowner knowingly rendered a false certification or otherwise violated the requirements of the Drug-Free Workplace Act (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 7 CFR Part 3021), CCC, in addition to any other remedies available to the United States, may take action authorized under the Drug-Free Workplace Act.

18 CERTIFICATION REGARDING LOBBYING (7 CFR Part 3018) (applicable if this agreement exceeds $100,000)

The landowner certifies, to the best of the landowner's knowledge and belief, that—

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the landowner, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding 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 will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The landowner will 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 will certify and disclose accordingly.

19 CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO FINANCIAL ASSISTANCE (see generally 7 CFR Parts 3015, 3016, and 3019)

A As a condition of this contract, the landowner certifies and assures that he or she 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 Section 3115.205(b), applicable to nonprofit institutions, which are hereby incorporated into this contract by reference, and such other regulatory and statutory provisions as are specifically set forth herein.

B Without limiting the general applicability of paragraph 19A, the landowner, if he or she is a nonprofit, further agrees to comply with the provisions of 7 CFR Part 3019, including the contract provisions required in appendix A. The following landowners, by entering their signatures, acknowledge receipt of this Form NRCS-CPA-1202-CPC (appendix) and agree to its

terms and conditions thereof. Further, if the undersigned are succeeding to an existing contract, the undersigned agree and certify that no agreement exists or will be entered into between the undersigned, the previous owner and operator of the property, or mortgage holder that would maintain or create an interest in the property for any previous landowner on this contract for that property, or to receive payments under the contracts.

20 CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO REQUIREMENTS FOR FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT IMPLEMENTATION (see 2 CFR Part 25 and 2 CFR Part 170) (applicable if this agreement exceeds $25,000)

A As a condition of this contract, the landowner certifies and assures that he or she is in compliance with and will comply in the course of the agreement with all requirements for applicants other than individuals, with some specific exceptions, to have Dun and Bradstreet Data Universal Numbering System (DUNS) numbers and maintain current registrations in the Central Contractor Registration (CCR) database, as set out in appendix A to part 25.

B As a condition of this contract, the landowner certifies and assures that he or she is in compliance with and will comply in the course of the agreement with all requirements for applicants other than individuals, with some exceptions, to report first-tier subawards to an entity and executive salary compensation, as set out in appendix A to part 170.

The following landowners, by entering their signatures, acknowledge receipt of this Form NRCS-CPA-1202-CPC (appendix) and agree to its terms and conditions thereof. Further, if the undersigned are succeeding to an existing contract, the undersigned agree and certify that no agreement exists or will be entered into between the undersigned, the previous owner and operator of the property, or mortgage holder that would maintain or create an interest in the property for any previous landowner on this contract for that property, or to receive payments under the contracts.

_____ Date _____

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large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.