

## APPENDIX B

Agreement No. \_\_\_\_\_

COOPERATIVE AGREEMENT  
BETWEEN THE  
UNITED STATES OF AMERICA  
COMMODITY CREDIT CORPORATION  
THROUGH THE  
NATURAL RESOURCES CONSERVATION SERVICE  
and the  
**[Tribe/State/County/Local Government/Non-governmental Organization]**  
for the  
GRASSLAND RESERVE PROGRAM

This Cooperative Agreement, made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ is entered into by and between the **United States of America (the United States)**, acting by and through the Commodity Credit Corporation (CCC), and **the [Tribe/State/County/Local Government/Non-governmental Organization]** for the implementation of the Grasslands Reserve Program (GRP). The CCC shall utilize the expertise and services of the United States Department of Agriculture, Natural Resources Conservation Service (NRCS) to administer this program and perform the duties set forth within this Cooperative Agreement. For purposes of this Cooperative Agreement, the term “Parties” refers collectively to the United States and the **[Tribe/State/County/Local Government/Non-governmental Organization]**.

### I. AUTHORITY

This Cooperative Agreement is entered into by the United States under the authorities of the Commodity Credit Charter Act, 15 U.S.C. 714 et seq. and Grassland Reserve Program, sections 1238N through 1238Q of the Food Security Act of 1985 as amended by Title II, Subchapter D, Section 2403 of the Food, Conservation, and Energy Act of 2008, P. L. 110–246 (2008 Act). In addition to these authorities, this Cooperative Agreement will be administered in accordance with the policies and procedures set forth in the GRP regulation, 7 CFR part 1415 and 7 CFR part 3015 et seq. The CCC administers the GRP under the general supervision of the Chief of the NRCS who is a Vice President of the CCC.

### II. BACKGROUND AND PURPOSE

Section 1238q of the Food Security Act, as amended, authorizes the Secretary of Agriculture to enter into cooperative agreements with eligible entities to acquire GRP conservation easements for the purpose of assisting owners and operators in protecting grazing uses and related conservation values. To be eligible, the grassland, land that contains forbs, or shrubland for which grazing use is predominate, and the land must located in an area that has been historically dominated by grassland, forbs, or shrubland and could provide significant wildlife habitat or contains historical or archaeological resources. The 2008 Act authorized funding for

fiscal years 2009 through 2012.

**WHEREAS**, the [Tribe/State/County/Local Government/Non-governmental Organization] and the United States have mutual interests in preventing the conversion of grasslands to non-grazing uses, in protecting the related conservation values, including habitat for grassland and shrubland dependent plants and animals, soil erosion control and water quality protection. When applicable, these interests include protection of related historical or archaeological resources; and

**WHEREAS**, the United States administers the GRP; and

**WHEREAS**, the [Tribe/State/County/Local Government/Non-governmental Organization] is an eligible entity having the relevant experience necessary to administer an easement on grassland, land that contains forbs, or shrubland; has a charter that describes a commitment to conserving ranchland, agricultural land, or grassland for grazing and conservation purposes and has the resources necessary to effectuate the purposes of the charter; and has pending offers for acquiring grassland conservation easements from landowners within the [Reservation/State/County/Local jurisdiction]; and the United States and the [Tribe/State/County/Local Government/Non-governmental Organization] have agreed to combine their resources to assure that the grazing uses and related conservation values are protected and restored on those lands.

**THEREFORE**, the parties agree to enter into this Cooperative Agreement.

III. OBLIGATION OF FUNDS

Upon execution of this agreement, the United States shall obligate the sum of \$ \_\_\_\_\_ for the acquisition of conservation easements by the [State/County/Local Government/Tribe/Non-governmental Organization] for the parcels listed on Attachment A. NRCS may amend this agreement to obligate funds in Fiscal Year 2011 if the entity submits parcels that rank high enough for funding in those years and funds are available. The [State/County/Local Government/Tribe/Non-governmental Organization] must close the easement acquisition and request payment of this amount in accordance with Part VI of this Cooperative Agreement before the dates in the table below.

Fiscal Year of Fund Obligation	Attachment with Associated Parcels	Closing Deadline	Payment Request Deadline	Fund Disbursement Deadline
2011	A	August 31, 2012	August 31, 2012	September 30, 2012

This Cooperative Agreement expires on September 30, 2012.

This Cooperative Agreement is the authorizing document that obligates CCC funds to acquire conservation easements. The United States' contribution for the acquisition of each conservation easement acquired by the [Tribe/State/County/Local Government/Non-governmental

**Organization]** shall be up to but not more than 50% of the purchase price of the conservation easement in accordance with NRCS polices and procedures. The United States' contribution cannot be used for closing and related administrative costs incurred by the **[Tribe/State/County/Local Government/Non-governmental Organization]** in acquiring the conservation easement. Attachments to this Cooperative Agreement specify the properties on which CCC funds will be used within the **[Reservation/State/County/Local Jurisdiction]** and includes a list with a detailed breakdown of the: (1) name and mailing address of the landowner; (2) number of acres to be acquired; (3) the estimated purchase price and (4) estimated Federal contribution not to exceed 50% of the purchase price. There may be deletions or modifications to the Attachments required by NRCS depending on the appraised value of a conservation easement, the ability to obtain good and clear title, future funding for acquisitions, or the presence of hazardous materials on a property, etc. Substitutions must have written pending offers, and the parcels and the landowners must meet USDA eligibility requirements. Any substitutions or additions to the Attachments must be by mutual agreement as a formal amendment to this cooperative agreement, and must contain deadlines for closing easements, requesting reimbursement, and certifying payments. However, nothing in this document obligates the United States of the **[Tribe/State/County/Local Government/Non-governmental Organization]** to purchase any of the conservation easement parcels.

#### IV. FEDERAL CONTRIBUTION

The Federal contribution for parcels must be based on an appraisal of the conservation easement performed by a certified general appraiser in accordance with the *Uniform Standards of Professional Appraisal Practices* (USPAP). The appraisal must have an effective date that is within twelve months of the closing date. The appraiser must have completed training conservation easements and have experience in appraising agricultural property with and without conservation easements.

The **[Tribe/State/County/Local Government/Non-governmental Organization]** must submit two copies of each appraisal to NRCS no less than 90 days before the proposed closing date for a technical review. Electronic copies may be submitted with approval of the State GRP Manager. Easements will not be closed until a technical review is completed on each appraisal and any deficiencies are resolved.

#### V. ENTITY'S CONTRIBUTION

The designated escrow agent must disburse 100 percent of the payment, representing the easement purchase price, to the landowner at the time of closing. The **[Tribe/State/County/Local Government/Non-governmental Organization]** must contribute a share of the purchase price. Purchase price is determined by an appraisal of the fair market value of the land less the grazing value of the land encumbered by the easement.

Prior to NRCS accepting the conservation easement and issuing a payment, the **[Tribe/State/County/Local Government/Non-governmental Organization]** shall self-certify on the attached statement that the cash part of the **[Tribe/State/County/Local Government/Non-governmental Organization]**'s share of matching funds has not come from

additional donations, payments, loans or fees made by or charged to the easement grantor, immediate family members, or organizations controlled by or funded by the easement grantor, either through formal or informal agreements.

## VI. PAYMENTS

A. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall notify the United States at least 60 days prior to closing when the CCC funds are to be paid. CCC funds shall be paid at closing when the United States is provided a copy of the recorded easement. The United States to make payment to an authorized closing agent. These funds will be transmitted to the Closing Agent by electronic transfer. The Closing Agent will hold the funds in escrow for a period not to exceed 14 calendar days. Upon receipt of the funds, the closing agent will sign a payment receipt form and return it to the United States. If interest is earned upon CCC funds, the Closing Agent must return any interest to the United States.

At a minimum, the following information shall be provided prior to NRCS accepting the conservation easement and FSA disbursing payment: (1) the name of the **[Tribe/State/County/Local Government/Non-governmental Organization]**; (2) this cooperative agreement number; (3) landowner name; (4) landowner's tax identification number (TIN) or social security number; (5) total amount of dollars paid the landowner for each conservation easement, specifying the CCC share and the non-CCC share of the conservation easement cost; (6) acres acquired for each easement; (7) Tax Identification Number (TIN) for **[Tribe/State/County/Local Government/Non-governmental Organization]**; (8) Federal Information Processing Standards (FIPS) number for **[Tribe/State/County/Local Government/Non-governmental Organization]**; (9) bank routing number and account number for desired deposit location; (10) copy of the recorded conservation easement deed(s) for each easement with language that has been approved by the OGC; and (11) a statement signed by the **[Tribe/State/County/Local Government/Non-governmental Organization]** and the landowner confirming the source of matching funds for each easement.

B. Upon request by a landowner, the **[Tribe/State/County/Local Government/Non-governmental Organization]** may issue installment payments to the landowner. Such an arrangement may occur only after the easement has been conveyed in its entirety and approval is obtained by the NRCS National Office and the Office of General Counsel. Entities wishing to issue payments in installments for GRP acquisitions must issue a portion of the payment at closing and provide a copy of the recorded deed to the United States and an appropriate legal instrument detailing the payment schedule prior to CCC issuing installment payments. Once the easement has been recorded, the **[Tribe/State/County/Local Government/Non-governmental Organization]** may request a payment from CCC on a reimbursable basis after a sum equal to the proportional amount due from the **[Tribe/State/County/Local Government/Non-governmental Organization]** and the NRCS has been paid to the landowner. The **[Tribe/State/County/Local Government/Non-governmental Organization]** must issue all installment payments, including disbursement of all CCC funds and those of the **[Tribe/State/County/Local Government/Non-governmental Organization]** prior to September 30, 2012.

## VII. CONSERVATION EASEMENT REQUIREMENTS

The **[Tribe/State/County/Local Government/Non-Governmental Organization]** may meet the GRP conservation easement terms in one of two ways. The **[Tribe/State/County/Local Government/Non-Governmental Organization]** may use the standard GRP deed template for partner use provided by NRCS, or it may use its own template with the required terms set forth below incorporated. Use of the eligible entities' template will require OGC/NRCS approval. In addition, any substantive variation from a USDA approved partner template must be reviewed and approved by NRCS and OGC in advance of use. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall ensure that conservation easements acquired under this agreement:

1. run with the land in perpetuity or the maximum allowable under State law, where State law prohibits a permanent easement;
2. protect grazing uses and related conservation values;
3. provide for the administration, management, enforcement of the easement, and if applicable, restoration or rehabilitation of the protected property by the **[Tribe/State/County/Local Government/Non-governmental Organization]**;
4. certify that management, maintenance and oversight/monitoring of historic and archaeological properties shall follow the Secretary of Interior's Standards and Guidelines or those of the State Historic Preservation Officer or American Indian Tribe, as appropriate, if the parcel includes contributing historical and archaeological resources. Such historic and archaeological resources, to be considered eligible lands for the GRP program and contributing to the easement, must be listed in or meet the National Register of Historic Places eligibility criteria or those resources are be included in the a State or Tribal register or inventory. The deed must include a statement setting forth the historic and/or archaeological values being protected and identify the entity and briefly document their professional capacity to carry out the commitment to manage and protect the historic and archaeological resources. If the entity does not have the expertise to meet these responsibilities and has acquired such expertise through a formal agreement with a historic preservation entity. This third-party must be identified in the easement deed.
5. include the following "Rights of the United States of America" provision:

"Under this Conservation Easement, the United States is granted the right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture (the Secretary), on behalf of the United States, will exercise these rights under the following circumstances: In the event that the **[Tribe/State/County/Local Government/Non-governmental Organization]** fails to enforce any of the terms of this Conservation Easement, as determined in the sole discretion of the Secretary, the Secretary and his or her successors or assigns may exercise the United States' rights to enforce the terms of this Conservation Easement through any and all authorities available under Federal or State law."

6. include in the opening paragraph of the deed setting forth the parties to the deed, and acknowledgement of the United States rights of enforcement to read as follows:  
“To [Tribe/State/County/Local Government/Non-governmental Organization] and the United States of America, as its interests appear herein”.
7. Require management of the property in accordance with a GRP management plan that is developed utilizing the standards and specifications of the NRCS Field Office Technical Guide (FOTG) and approved by NRCS. The following paragraphs shall be included in all conservation easements acquired using GRP funds:

As required by section 1238O the Grantor, his heirs, successors, or assigns, shall conduct all grazing operations on the Protected Property in a manner consistent with a GRP management plan approved by NRCS. This GRP management plan will be developed using the standards and specifications of the NRCS Field Office Technical that are in effect on (INSERT EASEMENT SIGNATURE DATE). However, the Grantor may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with advance notice to the Grantor, in order to monitor compliance with the GRP management plan. The GRP management plan may be modified only by agreement of the Parties, including NRCS.

8. Include signature of a responsible NRCS official on the Conservation deed, accepting the United States’ property interest in the deed.
9. Include other terms that may be required by OGC or GRP policy, such as a general indemnification clause and hazardous materials warranty.

## VIII. RESPONSIBILITIES

### A. Those of the United States -

1. The United States, by and through the NRCS, shall provide technical and other services required to assist the landowner in developing an appropriate GRP management plan in accordance with the FOTG. To ensure that the GRP management plan is implemented in accordance with their terms, the NRCS will be provided the opportunity to conduct periodic field visits on lands that are enrolled in the GRP.
2. The CCC shall, subject to the availability of funds, disburse the appropriate funds to the **[Tribe/State/County/Local Government/Non-governmental Organization]** in accordance with Part III and VI of this Cooperative Agreement.
3. Prior to NRCS accepting the conservation easement and processing the payment, NRCS shall ensure that: a GRP management plan is developed in accordance with the FOTG; an AD-1026, Highly Erodible Land and Wetland Certification form has been filed at the appropriate USDA Service Center; a CCC-526, Adjusted Gross Income Certification has been filed at the appropriate USDA Service Center; and the **[Tribe/State/County/Local Government/Non-governmental Organization]** conservation easement deed template has been approved by the Office of General Counsel or the **[Tribe/State/County/Local Government/Non-governmental Organization]** is using the GRP template. In addition, prior to accepting the conservation

easement and processing payment for NRCS acquired easement, NRCS must acquire: a signed letter from the closing agent indicating that the agent meets GRP closing agent requirements, a signed statement from the **[Tribe/State/County/Local Government/Non-governmental Organization]** and landowner confirming matching funds; and a copy of the title commitment.

4. NRCS shall certify payment for all conservation easements for parcels listed on Attachment A acquired by September 30, 2011, including the first payment made for conservation easements with installment payments.

B. Those of **[Tribe/State/County/Local Government/Non-governmental Organization]**-

1. The **[Tribe/State/County/Local Government/Non-governmental Organization]** will be registered with the Central Contractor Registration (CCR) database, maintain an active CCR with current information, and provide its Dun and Bradstreet Data Universal Numbering System (DUNS) number prior to obligating funds under this agreement.
2. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall perform necessary legal and administrative actions to ensure proper acquisition and recordation of valid easements.
3. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall use funds provided for under this agreement for the acquisition of conservation easements. CCC funds shall pay for not more than 50% of the purchase price of the conservation easement acquired.
4. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall pay all costs of conservation easement procurement and will operate and manage each conservation easement in accordance with the **[Tribe/State/County/Local Government/Non-governmental Organization]** program, this Cooperative Agreement, and 7 CFR Part 1415. The United States shall have no responsibility for the costs or management of the conservation easements purchased by the **[Tribe/State/County/Local Government/Non-governmental Organization]** **unless it exercises its rights under a conservation easement.** The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall indemnify, and hold the United States harmless for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the **[Tribe/State/County/Local Government/Non-governmental Organization]** in connection with its acquisition and management of the conservation easements acquired pursuant to this Cooperative Agreement. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the **[Tribe/State/County/Local Government/Non-governmental Organization's]** agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the conservation easements acquired pursuant to this Cooperative Agreement which result in violations of any laws and regulations which are now or which may in the future become applicable.
5. Non-governmental organizations shall continue to meet the eligibility requirements set forth in GRP authorizing statute and further described in policy, including the requirements that:

- a.* is organized for, and at all times since the formation of the organization has been operated principally for, 1 or more of the conservation purposes specified in clause (i), (ii), (iii), or (iv) of section 170(h)(4)(A) of the Internal Revenue Code of 1986;
  - b.* is an organization described in section 501(c)(3) of that Code that is exempt from taxation under 501 (a) of that Code;
  - c.* is described in section 509 (a)(1) or 509 (a)(2) of that Code;
  - d.* or is described in section 509(a) (3) of that Code and is controlled by an organization described in section 509 (a)(2) of that Code;
  - e.* has the relevant experience to administer a GRP easement;
  - f.* has a charter describing a commitment to conserving rangeland, agricultural land, or grassland for grazing and conservation purposes;
  - g.* has a dedicated account of at least \$50,000 for legal defense, management and monitoring the easement.
6. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall either use a standard GRP template or incorporate into the entity's own deed forms the required terms set forth in Part VII of this Cooperative Agreement. In addition, the **[Tribe/State/County/Local Government/Non-governmental Organization]** is to list the United States of America as a third party beneficiary in the opening paragraph of the deed to insure the United States' rights are indexed in the land records.
7. Prior to closing, the **[Tribe/State/County/Local Government/Non-governmental Organization]** shall ensure that all lands for which a conservation easement has been acquired has a GRP management plan as described in Part VII of this Cooperative Agreement.
8. At a minimum, the **[Tribe/State/County/Local Government/Non-governmental Organization]** shall monitor GRP parcels on an annual basis to ensure that the conservation easements are being implemented according to the deed provisions. An annual report of the status of acquired conservation easements and conservation easements pending acquisition will be submitted to the NRCS representative at the State level.
9. In acquiring conservation easements, the **[Tribe/State/County/Local Government/Non-governmental Organization]** shall ensure that the title to the lands or interests therein shall be unencumbered or, if encumbered by outstanding or reserved interests, the **[Tribe/State/County/Local Government/Non-governmental Organization]** shall ensure that any outstanding interests are subordinated to the conservation easement or that any exceptions from this subordination requirement are approved by the NRCS and are consistent with the purposes of the Grassland Reserve Program. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall provide to NRCS a copy of the title commitment or title report 90 days before the intended closing date and any other requested documentation related to title. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall assure that proper title evidence is secured.
10. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall have an appraisal conducted on the Property prior to NRCS accepting an interest in the easement. The

appraisal shall be conducted by a certified general appraiser and shall conform to the *Uniform Standards of Professional Appraisals Practices*.

11. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall not use GRP funds to place an easement on a property in which the **[Tribe/State/County/Local Government/Non-governmental Organization's]** employee or board member, with decision-making involvement in matters related to easement and acquisition and management, has a property interest. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall not use GRP funds to place an easement on a property already owned by a conservation organization or on a property in which a person who is an immediate family member or household member of an employee or board member, with decision-making involvement in matters related to easement acquisition and management, has a property interest. Further, the **[Tribe/State/County/Local Government/Non-governmental Organization]** agrees to generally conduct itself in a manner so as to protect the integrity of conservation easement deeds which it holds as well as avoid the appearance of impropriety or actual conflicts of interests in its acquisition and management of conservation easements.
12. The **[Tribe/State/County/Local Government/Non-governmental Organization]** agrees that it will not at any time, when the **[Tribe/State/County/Local Government/Non-governmental Organization]** is named as a Grantee on the conservation deed, seek to acquire the remaining fee interest in the Property. Likewise, if the **[Tribe/State/County/Local Government/Non-governmental Organization]** enters into an agreement with another entity to manage/monitor the conservation easement, and the entity seeks to acquire the underlying fee, the **[Tribe/State/County/Local Government/Non-governmental Organization]** agrees to immediately terminate such a relationship and arrange for an uninterested party to manage/monitor the conservation easement.
13. Paragraphs 2, 3, 7, 10, 11 and 12 of this Section shall survive the termination or expiration of this agreement.

#### IX. PUBLIC INFORMATION and CIVIL RIGHTS

- A. The **[Tribe/State/County/Local Government/Non-governmental Organization]** agrees to include USDA in any public news releases, events, brochures, fact sheets, etc. related to acquisition of the properties acquired with GRP funds under this agreement. The **[Tribe/State/County/Local Government/Non-governmental Organization]** will include the statement "USDA is an equal opportunity Provider and employer" on each fact sheet, publication and brochure for public distribution related to GRP funded properties.
- B. The **[Tribe/State/County/Local Government/Non-governmental Organization]** agrees to provide to the NRCS State Public Affairs Specialist prior to public release, draft copies of fact sheets or success stories for review and comment developed for GRP funded properties acquired under this agreement. This will be provided to NRCS a minimum of two (2) business days prior to publication. NRCS will return any comments within two (2) business days of receipt of the draft documents.

## X. GENERAL PROVISIONS

- A. The term of this agreement for parcels shall be from the date of the last signature affixed hereto through September 30, 2012.

If easements on all the parcels listed on Attachment A or the replacements for those parcels are not closed by March 31, 2011, any remaining funds will be released from this obligation unless the agreement is extended for specific easements, as provided for in paragraph IX(C).

- B. No assignment in whole or in part shall be made of any right or obligation under this Cooperative Agreement without the joint approval of both the United States and the **[Tribe/State/County/Local Government/Non-governmental Organization]**. Nothing herein shall preclude the United States or the **[Tribe/State/County/Local Government/Non-governmental Organization]** from entering into other mutually acceptable arrangements or agreements, except as identified in Part VIII of this cooperative agreement. Such documents shall be in writing, reference this agreement, and shall be maintained as part of the official agreement file.
- C. This Cooperative Agreement may be amended or modified by written amendment signed by the authorized officials of the United States and the **[Tribe/State/County/Local Government/Non-governmental Organization]**. The agreement may only be extended with the permission of the Deputy Chief for Programs of the Natural Resources Conservation Service and only if extenuating circumstances occur with the individual easements for which an extension is requested.
- D. The United States may terminate this agreement if the United States determines that the **[Tribe/State/County/Local Government/Non-governmental Organization]** has failed to comply with the provisions of this agreement or if it determines that it is in the best interests of the United States to terminate. In the event that this agreement is terminated for any reason, the financial obligations of the parties will be as set forth in 7 CFR part 1403, part 3016 and part 3019, as applicable.
- E. The procedures set forth at 7 CFR parts 3015, 3016 and 3019 as well as OMB Circular A-122 apply to this agreement, as appropriate.
- F. It is the intent of NRCS to fulfill its obligations under this Agreement. However, NRCS cannot make commitments in excess of funds authorized by law or made administratively available. If NRCS cannot fulfill its obligations under this Agreement because of insufficient funds, this agreement will automatically terminate.
- G. Employees of the **[Tribe/State/County/Local Government/Non-governmental Organization]** shall not be considered to be Federal employees or agents of the United States for any purpose under this agreement.
- H. The **[Tribe/State/County/Local Government/Non-governmental Organization]** shall give CCC, the United States, 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.

- I. The **[Tribe/State/County/Local Government/Non-governmental Organization]** agrees to comply with all applicable Federal, State, and local laws.

XI. PRINCIPAL CONTACTS

The United States representative for this Cooperative Agreement is:

State Conservationist  
 Natural Resources Conservation Service  
 on behalf of the Commodity Credit Corporation  
 Street Address  
 City, State Zip Code  
 Phone Number

The **[Tribe/State/County/Local Government/Non-governmental Organization]** representative for this Cooperative Agreement is:

Director  
**[Tribe/State/County/Local Government/Non-governmental Organization]**  
 Street Address  
 City, State Zip Code  
 Phone Number

IN WITNESS WHEREOF, the following authorized representatives of the United States and the **[Tribe/State/County/Local Government/Non-governmental Organization]** have executed this Cooperative Agreement.

THE **[Tribe/State/County/Local Government/Non-governmental Organization]**

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By: Director  
**[Tribe/State/County/Local Government/Non-governmental Organization]**

UNITED STATES OF AMERICA  
COMMODITY CREDIT CORPORATION

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By: State Conservationist