

Award Identifying Number: \_\_\_\_\_

ACEP-ALE Agreement Number: \_\_\_\_\_

**FISCAL YEAR 2020 STATEMENT OF WORK**  
**to**  
**COOPERATIVE AGREEMENT**  
**between**  
**THE COMMODITY CREDIT CORPORATION**  
**and the**  
**[ENTITY or ENTITIES NAME(S)]**  
**for the**  
**AGRICULTURAL CONSERVATION EASEMENT PROGRAM –**  
**AGRICULTURAL LAND EASEMENTS**  
**on**  
**GRASSLANDS OF SPECIAL ENVIRONMENTAL**  
**SIGNIFICANCE (ACEP-ALE-GSS)**

This Cooperative Agreement is entered into by and between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), on behalf of the Commodity Credit Corporation (CCC), and the [ENTITY or ENTITIES NAME(s)] (hereinafter, whether singular or plural, ENTITY) for the purchase of agricultural land easements under the Agricultural Conservation Easement Program on grasslands of special environmental significance (ACEP-ALE-GSS). The CCC will utilize the expertise and services of NRCS to perform its duties identified in this Cooperative Agreement. The term “Parties” as used herein refers collectively to NRCS and the ENTITY.

**I. AUTHORITY**

NRCS enters this Cooperative Agreement under the authorities of the Commodity Credit Corporation Charter Act, 15 U.S.C. Section 714 et seq.; the Agricultural Conservation Easement Program, subtitle H of title XII of the Food Security Act of 1985, 16 U.S.C. Section 3865 et seq.; and the Federal Grant and Cooperative Agreement Act of 1977, 31 U.S.C. Section 6304 et seq. This Cooperative Agreement will be administered in accordance with the uniform regulation for grants and agreements in 2 CFR Parts 25, 170, 200, and 400 and in accordance with the policies and procedures set forth in the ACEP regulation 7 CFR Part 1468.

[ENTITY or ENTITIES NAME(s)] enters this Cooperative Agreement under the authorities of [insert charter or statutory authority].

**II. PURPOSE**

This Cooperative Agreement stipulates the terms and conditions under which NRCS will provide ACEP cost-share assistance to the ENTITY. The ENTITY has signed the Notice of Grant and Agreement Award acknowledging that the award is subject to the terms and conditions of this Cooperative Agreement and all applicable laws, regulations, and policy.

**THEREFORE**, the Parties agree to enter into this Cooperative Agreement to purchase agricultural land easements from eligible landowners (Grantors) to protect the grazing uses and related conservation values by restoring or conserving eligible land that NRCS has determined to be grasslands of special environmental significance as defined at 7 CFR Section 1468.3. The Parties have identified these eligible lands on attachment A to this Cooperative Agreement as parcels, herein referred to collectively as “Parcels” or individually as a “Parcel.”

**III. OBLIGATION OF FUNDS**

A. Upon execution of this Cooperative Agreement, NRCS will make cost-share assistance available up to the amount specified on the Notice of Grant and Agreement Award for the acquisition by the ENTITY of agricultural land easements on the listed grasslands of special environmental significance Parcels

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identified as selected for funding on attachment A to this Cooperative Agreement. To receive this cost share, the **ENTITY** must purchase the agricultural land easement and request payment of the NRCS cost share in accordance with Section VI of this Cooperative Agreement. Only Parcels determined by NRCS to be grasslands of special environmental significance may be funded through this Cooperative Agreement.

NRCS may make additional cost-share assistance available in future fiscal years only to accommodate an increase in the appraised value of listed Parcels identified as selected for funding in attachment A, through the execution of mutually acceptable amendments to this Cooperative Agreement that identify the additional cost-share assistance amount, the adjustment to such listed funded Parcel, and the terms and conditions of the funding if different from the terms and conditions identified herein, as provided in section IX.D below. This Cooperative Agreement shall not be amended to add additional attachments beyond attachment A in future fiscal years.

- B. Upon mutual agreement of the Parties and execution of an amendment, as provided in section IX.D below, NRCS may allow substitution of Parcels at any time, provided that as determined by NRCS, the substitute Parcels and all landowners meet all ACEP-ALE eligibility requirements and the Parcels are of comparable conservation value as determined by NRCS.
- C. This Cooperative Agreement will expire on August 31, 2023. This Cooperative Agreement may be extended for up to two consecutive 12-month periods as follows: The first extension would expire on August 31, 2024, and the second extension would expire on August 31, 2025. Requests for an extension to this Cooperative Agreement must be submitted by the **ENTITY** to NRCS at least 60 days in advance of the agreement expiration date. The extension must take the form of an amendment to this Cooperative Agreement, which must be fully executed by all parties prior to the agreement expiration date in order to be valid. Should the **ENTITY** not close all Parcels identified as selected for funding on attachment A prior to the agreement expiration date, NRCS may release any remaining funds from this Cooperative Agreement.
- D. Nothing in this document obligates NRCS or the **ENTITY** to purchase all or any of the agricultural land easement Parcels listed in attachment A.

**IV. FEDERAL SHARE**

Based on a determination by NRCS that the **ENTITY** has satisfied the terms and conditions of this agreement, NRCS will pay the **ENTITY** a cost-share amount for the purchase of each agricultural land easement acquired by the **ENTITY**. The Federal share will not exceed 75 percent of the fair market value of the agricultural land easement as determined using one of the methods set forth in 7 CFR Section 1468.24. The payment of the Federal share for the purchase of an agricultural land 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, Subpart F.

**V. NON-FEDERAL SHARE**

- A. At the time of execution of this Cooperative Agreement, the **ENTITY** must agree to provide a non-Federal share that comprises the remainder of the fair market value of the agricultural land easement or an amount at least equivalent to the Federal share, whichever is less. The non-Federal share for an individual easement may be comprised of one or more of the following items:
  - 1. The **ENTITY**'s contribution of its own cash resources for payment of easement compensation to the landowner.
  - 2. A landowner donation toward the easement value in the form of a charitable donation or qualified conservation contribution (as defined by sec. 170(h) of the Internal Revenue Code of 1986) that

NRCS Representative Initial \_\_\_\_\_

Entity Representative Initial \_\_\_\_\_

reduces the easement purchase price.

3. If taken together, items 1 and 2 above comprise a non-Federal share that is less than the requested Federal share for that easement, the **ENTITY** may also include in the calculation of the non-Federal share for that easement the procured costs paid by the **ENTITY** to a third-party for the provision of the following reports or services that meet applicable ACEP-ALE requirements:
    - an appraisal,
    - legal boundary survey of the easement area,
    - full phase-I environmental site assessment that meets the requirements of 40 CFR 312,
    - title commitment or report, title insurance, closing costs.
  4. If taken together, items 1, 2, and 3 above comprise a non-Federal share that is less than the requested Federal share for that easement, the **ENTITY** may also include in the calculation of the non-Federal share the **ENTITY's** own contribution, in an amount up to 2 percent of the fair market value of the agricultural land easement, as determined in accordance with section VII.A.13–15 below, for easement stewardship and monitoring costs.
- B. The **ENTITY** must self-certify on Form NRCS-CPA-230, “Statement to Confirm Matching Funds” (Exhibit 4), that the **ENTITY's** contribution of its own cash resources has not come from additional donations, payments, loans, or fees made by or charged to the Grantor (landowner) of the agricultural land easement, immediate family members of the Grantor (landowner), or organizations controlled by or funded by the Grantor (landowner), either through formal or informal agreements. The **ENTITY** must provide a completed Form NRCS-CPA-230 to NRCS for each Parcel prior to the closing or an advance of funds for that Parcel. The Form NRCS-CPA-230 must identify the amount and sources of the items included in the non-Federal share.

## VI. PAYMENTS

- A. The **ENTITY** must meet the terms and conditions set forth in this agreement and provide NRCS with the items identified in this section VI and section VII below in order to receive the Federal share for a Parcel.
- B. The **ENTITY** may request payment of the Federal share as reimbursement after closing or as an advance payment prior to closing of an agricultural land easement on a Parcel.
- C. To obtain reimbursement or an advance payment of the Federal share, the **ENTITY** must submit Standard Form (SF) 270, Request for Advance/Reimbursement of Funds,” (exhibit 5), the SF-270 NRCS “Supplement for ACEP-ALE Cooperative Agreements” (exhibit 6), and the information and documentation required by the supplement to the NRCS contact named on the Notice of Grant and Agreement Award. For any eligible procured costs as identified in section V.A.3 above, relied upon by the **ENTITY** to meet the requirement to provide a non-Federal share at least equivalent to the Federal share, the **ENTITY** must include with the SF-270 supplement, evidence of such procured cost amounts, including copies of paid invoices or receipts (or unpaid invoices if an advance of the Federal share is requested).
- D. The **ENTITY** may submit the SF-270 payment request package—
  1. 60 days prior to the planned closing date when a payment is to be issued at closing (advance payment);
  2. After the agricultural land easement has been recorded and the landowners have been paid (reimbursement); or
  3. On a quarterly basis for each quarter that agricultural land easements have been recorded and the landowners have been paid (reimbursement).
- E. The **ENTITY** 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 Cooperative Agreement.
- F. NRCS will disburse payment following receipt of a fully complete and correct SF-270 payment request package from the **ENTITY** within 30 days if the Federal share for the individual easement is less than

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\$250,000 and within 60 days if the Federal share for the individual easement is \$250,000 or greater.

- G. If NRCS provides an advance payment, the **ENTITY** must obtain a receipt for the Federal funds from the closing agent and provide it to NRCS prior to closing. The **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, the **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 upon by the Parties. The **ENTITY** must ensure that the Federal funds are fully insured while held in escrow.

## VII. RESPONSIBILITIES

### A. ENTITY Responsibilities:

1. The **ENTITY** will purchase agricultural land easements on eligible land from eligible landowners for the Parcels identified as selected for funding on attachment A to this Cooperative Agreement consistent with the requirements identified herein. The landowner is identified as the Grantor under the terms of the agricultural land easement deed. The **ENTITY** must notify NRCS as soon as possible if there is a change in landownership after the Parcel is identified as selected for funding on attachment A and prior to closing on the easement.
2. The **ENTITY** must ensure that the agricultural land easements acquired with funds made available under this Cooperative Agreement and the agricultural land easement deeds satisfy the following requirements:
  - a. Contain the “Minimum Deed Terms for the Protection of Agricultural Use,” including the grassland- and GSS-specific options, (ALE Minimum Deed Terms), attached to this Cooperative Agreement (exhibit 7). The **ENTITY** is authorized to use its own terms and conditions in the agricultural land easement deeds so long as the ALE Minimum Deed Terms are included pursuant to Paragraph 3, below. The **ENTITY** must also ensure that all grassland and GSS provisions in the ALE Minimum Deed Terms exhibit are used;
  - b. Address all of the regulatory deed requirements identified at 7 CFR Section 1468.25(d);
  - c. Address the disposition of the agricultural land easement and the Federal share in the event the agricultural land easement is ever extinguished, terminated, or condemned in whole or in part;
  - d. Are conveyed for the purpose of protecting natural resources and the agricultural nature of the land and permitting the landowner the right to continued agricultural production and related uses, including grazing uses and related conservation values, by restoring or conserving grassland;
  - e. Run with the land in perpetuity or, where State law prohibits or does not authorize a permanent easement, for the maximum duration allowed under State law;
  - f. Protect the agricultural use and future viability, and related conservation value of the Parcels by limiting nonagricultural uses of that land that negatively affect the agricultural uses and conservation values or protect grazing uses and related conservation values by restoring or conserving eligible land;
  - g. Protects the grasslands of special environmental significance as defined in 7 CFR 1468.3, by identifying in the baseline documentation report the grassland, habitat, species, sensitive natural resources or other GSS attributes identified on the Parcel;
  - h. Provide for the effective administration, management, and enforcement of the agricultural land easement by the **ENTITY** or its successors and assigns;
  - i. Permit effective enforcement of the conservation purposes of such easements; and
  - j. A highly erodible land (HEL) conservation plan is required pursuant to the terms of 7 CFR

NRCS Representative Initial \_\_\_\_\_

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Section 1468.25(d)(9) for any portion of the Parcel that is highly erodible cropland.

3. The **ENTITY** has the following three options for ensuring that the agricultural land easement deed contains the ALE Minimum Deed Terms, as required in paragraph VII.A.2 above:

a. Attach the ALE Minimum Deed Terms Addendum as an exhibit to the Agricultural Land Easement Deed. Under this option, NRCS, at the State level, may approve the individual agricultural land easement deed after verifying, prior to the **ENTITY** requesting an advance of the Federal share or closing on an agricultural land easement, that the **ENTITY** satisfies all of the following requirements:

(i) The ALE Minimum Deed Terms addendum will be attached to the agricultural land easement deed at the time of closing and recordation in accordance with the ‘Instructions for Appending’ provided in the ALE Minimum Deed Terms Addendum;

(ii) The terms of the ALE Minimum Deed Terms addendum are not modified except for appropriate formatting changes, selecting options, removing instructional provisions, and substituting, as needed, the defined terms for the ALE Deed, Baseline Documentation Report, Protected Property, and the Parties; and

(iii) The paragraph below is inserted at the bottom of the agricultural land easement deed:

*This [INSERT DEFINED TERM FOR AGRICULTURAL LAND EASEMENT] is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP). The EXHIBIT \_\_\_\_ is attached hereto and incorporated herein by reference and will run with the land [SELECT ONE: in perpetuity OR for the maximum duration allowed under applicable State laws]. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT \_\_\_\_ (legal description or survey) is and will remain subject to the terms and conditions described in EXHIBIT \_\_\_\_ entitled “Minimum Deed Terms for the Protection of Agricultural Use” that is appended to and made a part of this easement deed.*

b. Incorporate the ALE Minimum Deed Terms into the Body of the Agricultural Land Easement Deed. Under this option, the **ENTITY** must ensure the terms as stated in in the ALE Minimum Deed Terms addendum are incorporated into the body of the agricultural land easement deed in accordance with ‘Instructions for Incorporation’ provided in the ALE Minimum Deed Terms addendum. The ALE Minimum Deed Terms may be formatted to select options where instructed, conform terms to deed formatting, complete terms with required information, and delete instructions to drafters. Each individual agricultural land easement deed submitted under this option must be reviewed and approved by NRCS National Headquarters (NHQ) prior to the **ENTITY** requesting an advance of the Federal share or closing on an agricultural land easement.

c. Entity Agricultural Land Easement Deed Template Approved by NRCS. Under this option, an agricultural land easement deed template approved by NRCS NHQ may, upon mutual agreement of the Parties, be attached as an additional exhibit to this Cooperative Agreement at the time this Cooperative Agreement is executed or through a subsequent amendment to this Cooperative Agreement. The terms and conditions of the agricultural land easement deed template must address the ALE Minimum Deed Terms. Subsequent to the attachment of an NRCS NHQ-approved deed template as an exhibit to this Cooperative Agreement, each individual agricultural land easement deed submitted under this option must be reviewed and approved by NRCS prior to the **ENTITY** requesting an advance of the Federal share or closing on an agricultural land easement. NRCS, at the State level, must verify that the individual, final agricultural land easement deed exactly matches the NRCS NHQ-approved template without any changes except in accordance with drafter’s notes contained within the NRCS-NHQ approved template.

4. At least 90 days before the planned closing date, the **ENTITY** must provide to NRCS a copy of the

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individual agricultural land easement deed and all exhibits, including the legal description or survey.

5. NRCS may require adjustments to the provisions identified in paragraph VII.A.2 above and require the addition of other provisions if NRCS determines that they are necessary to meet the purposes of ACEP and protect the conservation values of the Protected Property.
6. The **ENTITY** must perform necessary legal and administrative actions to ensure proper acquisition and recordation of valid agricultural land easements.
7. The **ENTITY** must pay all costs of agricultural land easement acquisition and must operate and manage each agricultural land easement in accordance with its easement program, this Cooperative Agreement, 16 U.S.C. Section 3865 et seq., and applicable regulations. NRCS will have no responsibility for the costs or management of the agricultural land easements purchased by the **ENTITY**.
8. NRCS will not be responsible for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the **ENTITY** in connection with its acquisition or management of the agricultural land easements acquired pursuant to this Cooperative Agreement. This includes but is not limited to acts and omissions of the **ENTITY** agents, successors, assigns, employees, contractors, or lessees that result in violations of any laws and regulations that are now or that may in the future become applicable.
9. The **ENTITY** must prepare a baseline documentation report documenting the condition of the Parcel as of the time the agricultural land easement is acquired and include a completed baseline documentation report in the payment request package submitted to NRCS pursuant to section VI above. The **ENTITY** must provide NRCS a draft baseline documentation report at least 90 days before the planned closing date of the agricultural land easement deed. The baseline documentation report must contain maps, full descriptions, and pictures of:
  - a. the Parcel location;
  - b. existing structures and infrastructure, including barns, sheds, corrals, fences, ponds, watering facilities, and waste storage facilities;
  - c. land use, land cover and its condition, including crops and crop rotations or for grasslands, the condition of the grassland, pasture, range, hay, or forest lands and animal inventories;
  - d. any problem areas;
  - e. the habitat, species, or sensitive natural resources that were the basis for the designation of the Parcel as grasslands of special environmental significance and any other special features for which the Parcel is being protected;
  - f. the location, size, and extent of the grasslands of special environmental significance; and
  - g. any critical nesting habitat and the associated nesting seasons for grassland-dependent birds whose populations are in significant decline; and
  - h. as applicable, irrigation rights and volume of irrigation water rights to be retained for the easement.
10. The **ENTITY** must ensure completion of a highly erodible land (HEL) conservation plan that meets the requirements of 7 CFR Part 12 for any portion of a Parcel that contains highly erodible cropland. The HEL conservation plan must be developed by NRCS or an NRCS-certified planner and approved by NRCS prior to closing. The HEL conservation plan may comprise the entirety of an agricultural land easement plan. The development of an agricultural land easement plan that includes a broad, comprehensive agricultural land easement plan, a grasslands management plan, or a forest land management plan, or any combination thereof, is not required unless agreed to by the **ENTITY** as a condition of the selection of a parcel for funding. If the **ENTITY** has agreed to develop a grasslands management plan, the **ENTITY** must ensure such grasslands management plan describes the grassland resource, the management system and practices that conserve, protect, or enhance the viability of the

NRCS Representative Initial \_\_\_\_\_

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grassland, and the habitat, species, or sensitive natural resources that were the basis of the designation of a Parcel as grasslands of special environmental significance, permissible and prohibited activities, and any associated restoration plan. Agricultural land easement plans developed as required or agreed-to must be signed by the **ENTITY** and the Grantors prior to closing and a copy provided to NRCS with the submission of the SF-270 Supplement. The agricultural land easement is not required to be subject to an agricultural land easement plan with the exception that the **ENTITY** must ensure that the ALE deed addresses compliance requirements associated with HEL conservation plans pursuant to 7 CFR Part 12.

11. In acquiring agricultural land easements, the **ENTITY** must ensure that the title to the lands or interests therein will be unencumbered or that outstanding or reserved interests are subordinated to the agricultural land easement. The **ENTITY** and NRCS must review the title commitment to ensure there are no encumbrances that would allow nonagricultural uses of the property that are not acceptable to the **ENTITY** or NRCS. The **ENTITY** must provide NRCS a copy of the title commitment including a copy of documents to support each title exception, a summary of the **ENTITY** title review findings, and any other requested documentation related to title at least 90 days before the planned closing date. The **ENTITY** must also identify and consider unrecorded interests in the Parcel to ensure there are no unrecorded rights, title, or interests in the property that are not acceptable to the **ENTITY** or NRCS. Any exceptions to the requirement to remove or subordinate outstanding or reserved interests must be consistent with this Cooperative Agreement, 16 U.S.C. Section 3865 et seq., and applicable regulations, and approved by NRCS and documented on the "Certificate of Use and Consent" (NRCS-LTP-23 or successor form).
12. The **ENTITY** must secure proper title evidence and insurance using an American Land Title Association (ALTA) Owner's Policy with the **ENTITY** listed as the insured on the policy and the policy issued for at least the full amount of the agricultural land easement purchase price.
13. The **ENTITY** must obtain a determination of the fair market value of the agricultural land easement for each Parcel at its own cost using one of the methods set forth in 7 CFR Section 1468.24. Individual appraisals must be conducted by a certified general appraiser and must conform to the NRCS appraisal specifications provided as exhibit 8 and either the Uniform Standards of Professional Appraisals Practices (USPAP) or the Uniform Appraisal Standards for Federal Land Acquisitions (Interagency Land Acquisition Conference, 2000) (USFLA). The effective date of the appraised value must be within 6 months prior to or after the date the listed Parcel is identified as selected for funding on attachment A to this agreement or within 12 months of the closing date of the agricultural land easement on the Parcel. Use of fair market valuation methodologies other than individual USPAP or UASFLA appraisals must be approved by NRCS in writing prior to entering into this Cooperative Agreement.
14. The **ENTITY** must provide the appraiser the NRCS appraisal specifications (exhibit 8) and all of the items required to be provided by the **ENTITY** as identified in the NRCS appraisal specifications. The **ENTITY** must receive a separate appraisal report for each Parcel identified as selected for funding on attachment A. Under no circumstances may the **ENTITY** allow the landowner to approve or disapprove of the appraiser selected to prepare the appraisal report. The landowner may not be listed as the client.
15. The **ENTITY** must provide NRCS a completed appraisal report at least 90 days before the planned closing of the agricultural land easement so that NRCS may conduct a technical review of the appraisal. The **ENTITY** may not close the agricultural land easement until the technical reviewer approves the appraisal report.
16. The **ENTITY** may close the easement only after NRCS has completed its reviews as identified in Section VII.B below, and after receiving from NRCS the "NRCS Approval to Proceed with ALE Acquisition" letter and the NRCS-signed NRCS-CPA-230. If the **ENTITY** closes the agricultural land easement prior to the receipt of these documents from NRCS, NRCS may decline to provide the Federal share for the agricultural land easement and may terminate this agreement.

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17. The **ENTITY** may not use ACEP funds to acquire an easement on a property in which the **ENTITY**'s employee or board member, with decision-making involvement in easement acquisition and management matters, has a property interest or whose immediate family member or household member has a property interest. The **ENTITY** agrees to conduct itself in a manner so as to protect the integrity of agricultural land easements it holds and avoid the appearance of impropriety or actual conflicts of interest in its acquisition and management of agricultural land easements.
18. The **ENTITY** may not at any time, while the **ENTITY** holds title to the agricultural land easement, seek to acquire the remaining fee interest in the Parcel. Likewise, if the **ENTITY** enters into an agreement with another entity to manage or monitor the agricultural land easement, and that entity seeks to acquire the underlying fee, the **ENTITY** agrees to terminate immediately such agreement and arrange for an uninterested party to manage or monitor the Parcel.
19. The **ENTITY** must implement easement enforcement procedures when a violation of the agricultural land easement is identified by or reported to the **ENTITY**. **ENTITY** enforcement procedures resulting from a violation of an HEL conservation plan may only be initiated after all administrative and appeal rights have been exhausted by the landowner in accordance with 7 CFR Part 12 and 7 CFR Part 614.
20. The **ENTITY** must submit a completed SF-425, "Federal Financial Report" (exhibit 2) to the NRCS State office at least 5 business days prior to the end of each fiscal quarter (December 31, March 31, June 30, and September 30) for each quarter the **ENTITY** closes an agricultural land easement on a Parcel. Reports must be submitted on an accrual accounting basis. Failure to submit complete reports in accordance with the above schedule may result in suspension or termination of the Cooperative Agreement. A final SF-425 must be submitted no later than 90 days after the end date of the Cooperative Agreement.
21. At a minimum, the **ENTITY** must monitor every agricultural land easement on an annual basis to ensure and document compliance with the agricultural land easement deed. Each year the **ENTITY** must submit to NRCS the annual monitoring report for that year.
22. Nongovernmental organizations must continue to meet the definition of nongovernmental organization in 7 CFR Section 1468.3 for the entire term of this agreement.
23. This paragraph and paragraphs 2, 7, 8, 9, 10, 17, 18, 19, 20, and 21 of this section (VII.A) will survive the closing of the agricultural land easement and the termination or expiration of this Cooperative Agreement.

**B. NRCS Responsibilities:**

1. The United States, by and through NRCS, will review applications submitted by the **ENTITY**, determine land and landowner eligibility, rank eligible applications, obtain and review a hazardous materials record search, conduct onsite visits, and authorize Parcels to be added to attachment A to this Cooperative Agreement as selected for funding or as substitute Parcels.
2. NRCS will provide technical assistance to develop any required HEL conservation plans, and to the extent its resources allow, be available for consultation and review of any agricultural land easement plans developed by the **ENTITY** and submitted to NRCS at least 90 days before the planned closing date.
3. NRCS will manage the funds obligated to this Cooperative Agreement and, subject to the availability of funds, disburse the appropriate funds to the **ENTITY** in accordance with this Cooperative Agreement.
4. After the required materials have been submitted by the **ENTITY**, prior to closing, NRCS will—
  - a. Review the agricultural land easement deed and associated deed Exhibits to ensure that they meet the requirements of this Cooperative Agreement and provide the **ENTITY** with any approval instructions or items requiring resolution;
  - b. Review the title documents submitted by the **ENTITY**, complete a "Certificate of Use and

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Consent” (NRCS-LTP-23 or successor form), and provide the findings to the **ENTITY** for information or remedy as necessary;

- c. Conduct a technical review of the appraisal submitted by the **ENTITY** and provide the findings to the **ENTITY** for information or resolution as necessary;
  - d. Develop or review an HEL conservation plan on any highly erodible cropland and, if requested by the **ENTITY** and as resources allow, review any agricultural land easement plans developed by the **ENTITY** and identify any items for resolution to the **ENTITY**;
  - e. Review the draft baseline documentation report provided by the **ENTITY** and notify the **ENTITY** if additional information is needed;
  - f. Review and provide notice of determination on any waiver requests submitted by the **ENTITY** in accordance with ACEP policy; and
  - g. After NRCS reviews are completed and the materials are determined acceptable, provide the **ENTITY** with an “NRCS Approval to Proceed with the ALE Acquisition” letter and the NRCS-signed “Statement to Confirm Matching Funds” (Form NRCS-CPA-230).
5. If an advance payment is requested, NRCS will also provide a copy of the NRCS closing agent requirements to the **ENTITY**.
6. Prior to NRCS disbursement of funds, the NRCS State conservationist will verify that the **ENTITY** has provided all documentation, certifications, and information required by sections VI and VII.A. NRCS will conduct an internal review the SF-270 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 agricultural land easement payments that require national-level review. Complete payment request packages for national-level review must be submitted by NRCS, at the State level, to NRCS NHQ no less than 30 days before the planned closing date.
7. NRCS will certify payment and disburse funds for listed Parcels identified as selected for funding on attachment A to this Cooperative Agreement when the **ENTITY** has requested payment prior to the expiration date of this Cooperative Agreement, consistent with the requirements of this Cooperative Agreement.
8. NRCS will review the annual monitoring reports provided by the **ENTITY** to ensure monitoring is conducted annually and reports are sufficient and submitted to NRCS annually for every NRCS-funded conservation easement held by the **ENTITY**.

### **VIII. PUBLIC INFORMATION**

- A. The **ENTITY** agrees to acknowledge NRCS cost-share assistance in any public outreach materials or events related to agricultural land easements acquired pursuant to this Cooperative Agreement and to provide draft copies of such information to the NRCS State office for review and comment before public release.
- B. The **ENTITY** agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under section 1244 of the Food Security Act of 1985 (16 U.S.C. Sec. 3844) and section 1619 of the Food, Conservation, and Energy Act of 2008 (7 U.S.C. Sec. 8791).

### **IX. GENERAL PROVISIONS**

- A. This Cooperative Agreement constitutes financial assistance and, therefore, all Federal laws, regulations, and Executive orders are applicable, including 2 CFR Parts 25, 170, 200, and 400.
- B. It is the intent of NRCS to fulfill its obligations under this Cooperative Agreement. However, NRCS may not make commitments in excess of funds authorized by law or made administratively available. If NRCS is unable to fulfill its obligations under this Cooperative Agreement because of the unavailability

NRCS Representative Initial \_\_\_\_\_

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of funds, this Cooperative Agreement will automatically terminate.

- C. No assignment, in whole or in part, will be made of any right or obligation under this Cooperative Agreement without the joint approval of both NRCS and the **ENTITY**. Nothing herein will preclude NRCS or the **ENTITY** from entering into other mutually acceptable arrangements or agreements, except as identified in section VII.A.17 and 18 of this Cooperative Agreement. Such documents must be in writing, must reference this Cooperative Agreement, and must be maintained as part of the official Cooperative Agreement file.
- D. This Cooperative Agreement may only be amended or modified by written amendment signed by the authorized officials of the NRCS and the **ENTITY**.
- E. NRCS may terminate this Cooperative Agreement if NRCS determines that the **ENTITY** has failed to comply with the provisions of this Cooperative Agreement or if it determines that it is in the best interest of the Federal Government to terminate. In the event that this Cooperative Agreement is terminated for any reason, the financial 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."
- F. If any recipient of Federal funds under this Cooperative Agreement fails to comply with the terms and conditions of this Cooperative Agreement, NRCS reserves the right to wholly or partially recapture funds provided in accordance with applicable regulations.

**X. ATTACHMENTS and EXHIBITS**

Signature Page – NRCS-ADS-093, "Notice of Grant and Agreement Award"

Attachment A – List of Agricultural Land Easement Parcels Selected for Funding by NRCS

Exhibit 1 – NRCS General Terms and Conditions – Grants and Cooperative Agreements

Exhibit 2 – Standard Form 425, "Federal Financial Report"

Exhibit 3 – Form AD-3031, "Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants

Exhibit 4 – Form NRCS-CPA-230F (2018 Farm Bill), "Statement to Confirm Matching Funds for ACEP-ALE-GSS"

Exhibit 5 – SF-270, "Request for Advance/Reimbursement of Funds"

Exhibit 6 – SF-270 Supplement for ACEP-ALE Cooperative Agreements

Exhibit 7 – Minimum Deed Terms for the Protection of Agricultural Use (ALE Minimum Deed Terms addendum dated February 2020)

Exhibit 8 – NRCS Appraisal Specifications and Scope of Work for Appraisals of Real Property for ACEP-ALE

Exhibit 9 – Certification Regarding Lobbying

NRCS Representative Initial \_\_\_\_\_

Entity Representative Initial \_\_\_\_\_