

### LONG-TERM AGREEMENT

B. Agreement NO.: 66-6526-

- Attachment A: General Provisions
- Attachment B: Plan or Schedule of Operations
- Attachment C: Special Provisions
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#### OMB DISCLOSURE STATEMENT

According to the Paper work Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578- 0013. The time required to complete this information collection is estimated to average 0.69 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

#### PRIVACY ACT STATEMENT

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## ATTACHMENT A GENERAL PROVISIONS

### **I. Compliance with Applicable Laws**

- A. Participant(s) agree to carry out this agreement in accordance with all applicable federal statutes and regulations, including, but not limited to, the Endangered Species Act of 1973 (Public Law 93-205, 87 Stat. 884, as Amended; 16 U.S.C. 1531 et seq) and National Historic Preservation Act of 1969 (Public Law 91-190, 83 Stat. 852; 42 U.S.C. 4321 et seq).
- B. Participant(s) agree to comply with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975, and American's With Disabilities Act of 1990. Participant(s) also agree to comply with the regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving federal assistance from the Department of Agriculture or any agency thereof.
- C. Participant(s) agree to secure all needed local, state, and federal permits prior to commencing any activities in the designated areas.

### **II. Nondiscrimination and Equal Employment Requirements**

- A. Non-segregated facilities provisions applicable to federally-assisted construction contracts include construction work carried out through long-term agreements. These provisions apply to this agreement if:
  - (1) A participant enters into any single contractual arrangement with a contractor and the estimated cost exceeds \$10,000, or
  - (2) A participant performs the construction work and employs personnel for the specific purpose of assisting in performing the work, and the estimated cost exceeds \$10,000 for work to be carried out during a 12-month period.
- B. If the conditions of II A are met, the following clauses apply to this agreement:

not limited to, failure to meet the schedule of operations for implementation of a practice or set of practices; failure to meet specifications in establishing a practice or set of practices; and/or failure to complete all practices or sufficiently maintain practices within the time frames set forth in the agreement;

- (2) Failure to obtain all needed local, state, and federal permits prior to commencing any activities in the designated areas;
- (3) Transfer of the subject land to a non-participant during the term of the agreement, unless the third party agrees to assume the agreement, and NRCS consents to the transfer;
- (4) Destruction of a practice established under the terms of the agreement without approval by NRCS or failure to apply compensatory treatment for the destroyed practice;
- (5) Determination by NRCS that implementation of an agreement item or items may destroy or adversely impact a species listed under the Endangered Species Act or a significant cultural resource or historic property that is known or suspected to be present and/or participant(s) failure to discontinue implementation under the agreement; or
- (6) Determination by NRCS of the erroneous representation of any fact relating to this agreement and/or program eligibility; adoption of any scheme or device which tends to defeat the purposes of this program; or making of any fraudulent representation with respect to this agreement, including filing a false application for payment.

**B. Repayments—**

Repayments determined by NRCS to be due and owing to NRCS under this provision will accrue interest at the current value of funds rate, published annually in the Federal Register by the United States Department of Treasury, from the date originally disbursed to participant up to the day the repayment is received by NRCS.

**C. Appeal Rights—**

Participant(s) may appeal a decision made by NRCS under this clause pursuant to the appeal procedures set forth at 7 CFR Parts 614, 11, and/or 780 or any successor provisions. Pending the resolution of an appeal, no payments shall be made under this agreement.

**V. Termination for Convenience**

This agreement may be terminated by either party upon thirty (30) days written notice to the other party. Neither party shall incur further obligations past the date of termination. If the termination is for the convenience of NRCS, the participant will be entitled to reimbursement for expenses incurred prior to termination by

By signing this agreement, the participant is providing the certification, as appropriate, set forth below. If it is later determined that the participant knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the NRCS may take action authorized under the Drug-Free Workplace Act, in addition to any other remedies available to the United States.

**IX. Certification: (Participants(s) Other Than Individuals)**

A. The participant certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an ongoing drug-free awareness program to inform employees about
  - (a) The danger of drug abuse in the workplace;
  - (b) The participant's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the agreement, the employee will—
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
- (5) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every agreement officer or other designee on whose agreement activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected agreement;

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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and 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 shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The participant shall 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 shall certify and disclose accordingly.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. Contract Supplement.

(a) It is further agreed that Darrell D Bruns is the participant who will carry out the practices and treatment for which cost-share payments will be made. Therefore, all cost-share payments for restoration practices shall be made to Darrell D Bruns. Application for Payment shall be signed by Darrell D Bruns.

(b) It is further agreed that modification documents shall be signed in the name of Darrell D Bruns by Darrell D Bruns.

5. Time Schedule.

The cost-shared practice(s) must be installed in compliance with the schedule identified in the Plan/Schedule of Operations. Installation of a cost-shared practice must be started within 12 months of the contract approval date. All practices should be completed within 3 years of the signing of the contract.

6. Modifications.

Changes may be made in this contract through modifications that are agreed to by the participant(s) and the NRCS.

7. Termination

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

8. Equal Opportunity.

The participant agrees to include in any single contractual agreement estimated to exceed \$10,000 the nonsegregated facilities provisions applicable to federally assigned construction contracts.

The participant agrees to comply with Executive Order 11246 and the nonsegregated facilities provisions with regard to employment of people specifically to assist the participant in construction work estimated to exceed \$10,000 to be installed in any 12-month period.

(b) To promptly notify NRCS prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the Environmental Protection Agency list of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt subcontract.

13. Clean Air and Water Clause.

(Applicable only if the contract exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control (33 U.S.C. 1319(c)) and is listed by the Environmental Protection Agency (EPA) or the contract is not otherwise exempt.)

(a) The participant agrees as follows:

(1) To comply with all the requirements of Section 114 of the Clean Air Act (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251), as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

(1) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use his best efforts to comply with clean air and clean water standards at the facilities in which the contract is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this subparagraph.

(b) The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of any Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the participant shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

(b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.