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 statues; 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:

(1) The participant agrees to include in any single contractual arrangement estimated to exceed $10,000 the non-segregated facilities provisions applicable to federally-assisted construction contracts.

(2) The participant shall comply with Executive Order 11246 and the non-segregated 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.

(3) The participant shall actively assist NRCS and/or the conservation district in obtaining from the contractor full compliance with non-segregated facilities provisions in any contractual arrangement entered into by the participant. The Contracting Officer is to furnish the participant all forms, posters, and instructions for compliance with Executive Order 11246 and the non-segregated facilities provisions.

C. The participant agrees to obtain signed NRCS-ADS-818, Certification of Non-segregated Facilities (form provided by NRCS) from a contractor when the construction contract exceeds $10,000. The participant further agrees to provide the signed agreement to the Contracting Officer.

D. If the total estimated cost of this agreement exceeds $10,000 and the participant intends to perform the construction work himself or herself and employ personnel for the specific purpose of assisting in the construction, the participant will acquire Forms NRCS-ADS-818 and NRCS-ADS-819. The participant agrees to sign Form NRCS-ADS-818 and furnish copies to the Contracting Officer.

III. Modification/Extension/Correction

A. Any changes to this agreement must be made in writing and signed by the parties.

B. The parties may modify the terms of this agreement by mutual agreement.

C. NRCS reserves the right to unilaterally correct all errors in entering data or in the results of computations set forth in the agreement.

IV. Termination Causes, Repayment, and Appeal Rights

A. Violation of Agreement—

The Contracting Officer may terminate an agreement, require full or partial repayment with interest by participant(s) of payments received under the agreement, and/or
require a reduction in future payments received under the agreement for any of the following reasons:

(1) Noncompliance with the material terms of this agreement, including, but

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

NRCS. If the participant elects to terminate this agreement, the participant will be responsible to refund to NRCS any payments made under this agreement unless the participant can demonstrate that he or she fully implemented an included practice or maintained a conservation practice(s) in accordance with this agreement. Repayment may be prorated by NRCS in these instances.

VI. Examination of Records

Participant(s) agree to give the NRCS 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. Participant(s) agree to retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

VII. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (7 CFR 3017)

A. The participant certifies to the best of its knowledge and belief, that the participant and his or her principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within the three-year period preceding this agreement had 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;

(3) 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 listed in paragraph A(2) of this certification; and

(4) Have not within the three-year period preceding this agreement had one or more public contracts (federal, state or local) terminated for cause or default.

B. If the participant is unable to certify to any of the statements in Section A, the participant shall attach an explanation to this agreement.

VIII. Drug-Free Workplace (7 CFR 3017)

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;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4)(b), with respect to any employee who is so convicted--

(a) Taking appropriate personnel action, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to maintain a drug-free workplace through implementation of paragraphs (1) through (6).

B. The participant may insert in the space provided below the site(s) for the performance of work done in connection with the specific agreement:

Place of Performance (Street address, city, county, state, zip code)

_____

_____

_____

Check ____ if there are workplaces on file that are not identified here.

X. Certification: (For Participant(s) Who Are Individuals)

A. The participant certifies that, as a condition of the agreement, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the agreement;

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any agreement activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every agreement officer or other designee responsible for the agreement, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected agreement.

XI. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds $100,000)

A. The participant certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the participant, 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 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.