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CCC-1200 (Appendix)
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U. S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

**APPENDIX TO FORM CCC-1200
SOIL AND WATER CONSERVATION ASSISTANCE (SWCA)
PROGRAM CONTRACT**

1 DEFINITIONS

The following definitions are applicable to the Soil and Water Conservation Assistance Program contract:

- A** **SWCA Contract** means the program documents, including the CCC form 1200 and this contract appendix, entered into between the Commodity Credit Corporation (CCC) and the participant. Such contract shall set forth the terms and conditions for participation in SWCA and receipt of SWCA payments.
- B** **Conservation Plan** means a record of the participant's decisions, and supporting information, for treatment of a unit of land or water, and includes the schedule of operations, activities, and estimated expenditures needed to solve identified natural resource concerns.
- C** **Eligible Conservation Practice** means a structural, vegetative, or land management practice, which is planned and applied according to Natural Resources Conservation Service (NRCS) standards and specifications as a part of a conservation plan.
- D** **Cost Share** means the financial assistance from CCC to the participant to share the cost of installing a structural or vegetative conservation practice.
- E** **Incentive Payment** means the financial assistance from CCC to the participant in an amount and at a rate determined appropriate to encourage the participant to perform a land management practice that would not otherwise be initiated without program assistance.
- F** **Technical Assistance** means the personnel and resources needed to conduct conservation planning; conservation practice survey, layout, design, installation, and certification; quality assurance; and assessment of the program.

2 ELIGIBILITY REQUIREMENTS FOR SOIL AND WATER CONSERVATION ASSISTANCE (SWCA)

- A** A participant may be eligible for SWCA assistance if the participant:
- 1** Meets the participant eligibility requirements for SWCA as being a farmer or rancher, or member of a Federally recognized Tribal Government who has an interest in the farm or ranch. Or is an individual, entity other than an individual, or entity that is a member of a joint operation to be considered a separate individual.
 - 2** Is an agricultural producer whereby the farm or ranch is used to produce crops, pasture, rangeland, livestock, other agricultural commodities, or other crops used for subsistence.

- 3 Has control of the land for the contract period, and, upon demand, provides evidence to CCC demonstrating that such participant will control the land for that period.
- 4 Agrees to establish and maintain eligible conservation practice(s) that meet the objectives of SWCA.

B Land eligibility:

- 1 To be enrolled in SWCA, the land must be located in areas that are outside of designated Environmental Quality Incentives Program priority areas, Wetlands Reserve Program priority areas, and Conservation Reserve Program national priority areas.
- 2 Land otherwise eligible for the SWCA shall not be eligible if the land is subject to a deed or other restriction prohibiting the application of the conservation practices or where a benefit has or will be obtained from a Federal agency in return for the participant's agreement not to implement the conservation practices on the land during the same time as the land would be enrolled in SWCA. By applying for the SWCA contract, the participant certifies as a condition for payment that no such restrictions apply to such land.

3 AGREEMENT

- A** The SWCA contract shall be for a term of one to three years. The participant agrees to place eligible land into SWCA for the period specified on form CCC-1200 from the date the contract is executed by CCC. Payments will be based on completion of the conservation practice(s) according to NRCS standards and specifications.
- B** The participant agrees that the CCC-1200 (SWCA contract) and its addenda shall be considered a request to enter into the Soil and Water Conservation Assistance Program (SWCA) on the terms specified on the CCC-1200 and its addenda.
- C** The participant agrees not to start any financially assisted practice before the contract is executed by CCC. The participant may be granted a waiver to this requirement by the NRCS State Conservationist.
- D** The participant agrees that all conservation practices listed within the implementation schedule will be completed within the time specified in the agreement, and maintained for the required practice lifespan.
- E** The participant agrees not to undertake any action on land under the participant's control, which tends to defeat the purposes of the contract, as determined by CCC.
- F** The participant agrees to comply with all Federal, State, and local laws that apply to the conservation plan and the contract.
- G** The participant agrees to maintain proof of payment documentation for 3 years after the end of the fiscal year in which the practice was completed and to present this documentation to CCC within 30 days if selected for administrative compliance check.
- H** NRCS shall provide technical assistance to assist the participant in meeting the requirements outlined in the implementation schedule.
- I** CCC agrees to share the cost with the participant of establishing an eligible practice, or an identified unit thereof, agreed to in the contract.

- J** CCC agrees to pay the participant an interest penalty on cost share payments not made by the date, as determined by CCC, the payment is due.
- K** The participant hereby agrees that the total amount of all SWCA payments received, from all SWCA sources, shall not exceed a total of \$50,000 per participant. Payments received in excess of this limit are subject to refund.

4 CONSERVATION PLAN

- A** A conservation plan is required for the area to be included in the contract and becomes the basis for developing the SWCA contract. The conservation plan must:
 - 1** Be developed in accordance with NRCS conservation planning policy and the National Planning Procedures Handbook (NPPH).
 - 2** Be mutually acceptable to NRCS and the participant.
 - 3** Be approved by the conservation district.
 - 4** Be signed by the participant, designated conservationist, and the conservation district.
 - 5** Clearly identify the conservation practices that will be cost shared with SWCA funds as well as the noncost shared practices needed in the conservation plan.

5 PAYMENTS

- A** Subject to the availability of funds, cost-share or incentive payments, as approved by CCC, shall be made available upon a determination by CCC that an eligible conservation practice, or an identifiable unit thereof, has been established in compliance with the SWCA contract and with appropriate standards and specifications.
- B** CCC will make cost-share or incentive payments for eligible conservation practices available to the participant, and as approved by CCC as follows:
 - 1** Seventy five (75) percent of the cost of eligible conservation practice(s) installed based on any of the following payment methods as determined by the State Conservationist: percent of actual cost; percent of actual cost with not-to-exceed (NTE) limits; flat rates; average costs.
- C** Except as otherwise provided for in this paragraph, cost share or incentive payments, as approved by CCC, may be made available under SWCA only for the establishment or application of an eligible practice. In order to receive cost share or incentive payments, as approved by CCC, the participant, upon certification of the completion of a practice, must file Form CCC-1245 with CCC at the local USDA Service Center responsible for the administration of the participant's farm records.

6 PROVISIONS RELATING TO TENANTS AND LANDLORDS

Notwithstanding Paragraph 13, no payment will be approved for SWCA if CCC determines that any of the following conditions exist:

- A** The landlord or operator has not given the tenants that have an interest in the unit of concern covered by the conservation plan, or that have a lease that runs through the CCC-1200 period at the time of sign up, an opportunity to participate in the benefits of SWCA;

- B** The landlord or operator has adopted any other scheme or device for the purpose of depriving any tenant of any benefits to which such tenant would otherwise be entitled. If any such conditions occur or are discovered after payments have been made, all or any part of the payments, as determined by CCC, must be refunded with interest and no further payments shall be made.

7 ERRONEOUS REPRESENTATION AND SCHEME AND DEVICE

- A** A participant who is determined to have erroneously represented any fact affecting a determination with respect to this contract and the regulations applicable to this contract, adopted any scheme or device which tends to defeat the purposes of this contract, or made any fraudulent representation with respect to this contract will not be entitled to payments or any other benefits made in accordance with this contract, and the participant must refund to CCC all payments received by such participant, plus interest and liquidated damages thereon, with respect to the contract. Such liquidated damages will be determined in accordance with paragraph 8 of this Appendix.
- B** Refunds determined to be due and owed to CCC in accordance with this contract will bear interest at the rate which CCC is required to pay for its borrowing from the United States Treasury on the date of the disbursement by CCC of the moneys to be refunded. Interest will accrue from the date of such disbursement by CCC.
- C** The provisions of paragraph 6A of this Appendix shall be applicable in addition to any liability under criminal and civil fraud statutes, including 18 U.S.C. 268, 287, 371, 641, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729, or any other liability to which the participant may be subject.

8 LIQUIDATED DAMAGES

It is mutually agreed that in the event the approved SWCA contract is breached by the participant, CCC will suffer substantial damages that may not be possible to quantify with certainty. Therefore, in addition to the refund of payments received plus interest due, for breach of contract prescribed in this contract, the participant agrees to pay an amount equal to the product obtained by multiplying: (1) 25 percent by, (2) the sum of payments disbursed for practices specified on form CCC-1245 that have been performed subject to the contract, as liquidated damages and not as a penalty.

9 NOTIFICATION OF CHANGES TO TERMS AND CONDITIONS OF THE CONTRACT

CCC agrees that if any changes of any terms and conditions of this contract become necessary prior to the date that this contract is approved on behalf of CCC, CCC will notify the persons signing the CCC-1200 of such change and such persons will be given 10 days from the date of notification in which to agree to the revised terms and conditions or to withdraw from the contract request. The participant agrees to notify the CCC of an intention to withdraw from the contract request within 10 days from the date of the issuance of such notice and further agrees that failure to notify the CCC will constitute agreement to the revised terms and conditions.

10 CORRECTIONS

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

11 EFFECTIVE DATE AND MODIFICATIONS TO THE CONTRACT

- A** The SWCA contract is effective when signed by the participants and CCC. Except as otherwise determined by CCC, the agreement may not be revoked unless by mutual agreement between the parties.
- B** Changes may be made in this contract through modifications that are agreed to by the participant(s) and CCC. CCC may modify this contract to add or substitute certain practices when:

- 1 The installed practice failed to adequately treat a unit of land or water through no fault of the participants.
 - 2 The installed practice has caused adverse impacts to significant cultural and environmental resources identified in the conservation plan, or those discovered as a result of installation.
 - 3 The installed measure has deteriorated because of conditions beyond the control of the participants.
 - 4 Another practice will achieve at least the same level of benefits.
- D** The participant must apply the practices scheduled within three years of signing a contract or within whatever shorter length of time (1 year or 2 years) the contract is scheduled to be in effect.
- E** In the event that a statute is enacted during the period of this agreement which would materially change the terms and conditions of this agreement, CCC may require the participants to elect between acceptance of modifications in this agreement consistent with the provisions of such statute or termination of this agreement.

12 TERMINATION OF CONTRACT; JOINT LIABILITY

- A** If a participant fails to carry out the terms and conditions of this contract but CCC determines that such failure does not warrant termination of this contract, CCC may require such participant to refund, with interest, payments received under this contract, or require the participant to accept such adjustments in the subsequent payments as are determined to be appropriate by CCC.
- B** The SWCA contract shall be carried out in accordance with all Federal statutes and regulations, included but not limited to the National Environmental Policy Act, the Endangered Species Act, National Historic Preservation Act, Title VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987, other nondiscrimination statutes, and the regulations of the Secretary of Agriculture found at 7 CFR Part 15, Subparts A & B. The CCC may, without incurring liability for breach of the contract, terminate the SWCA contract, in whole or in part, if CCC determines that continued operation of the contract will result in the violation of a Federal statute or regulation, or if CCC determines that termination would be in the public interest.

13 REGULATIONS TO PREVAIL

- A** Any regulations for SWCA, when published, are incorporated herein. In the event of a conflict between these regulations and the terms of this Appendix, the provisions of the regulations will prevail.
- B** By signing the SWCA contract, the participant certifies that he/she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while conducting any activity associated with the SWCA contract. This certification is a material representation of fact upon which reliance was placed when CCC determined to award this SWCA contract. If it is later determined that the participant knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 7 CFR part 3017, Subpart F, Section 3017.600) CCC, in addition to any other remedies available to the United States, may take action authorized under the Drug-Free Workplace Act.
- C** The participant agrees to include in any single contractual agreement estimated to exceed \$10,000 the non-segregated facilities provisions applicable to federally assigned construction contracts. The participant agrees to comply with Executive Order 11246 and the non-segregated facilities

require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.