

## WRP Sample Contribution Agreement

### 610.91 Contribution Agreement

This agreement is by and between \_\_\_\_\_, called Recipient, and the United States Department of Agriculture (USDA), Natural Resources Conservation Service, called NRCS.

#### I. AUTHORITY

NRCS authority to enter into this agreement is the Food Security Act of 1985, Title XII, Public Law 99–198, as amended; Food Agriculture, Conservation and Trade Act of 1990, Title XIV, Section 1237, Public Law 1–101-624, 104 Stat. 3584, 7 U.S.C. 3837, as amended; Omnibus Budget Reconciliation Act of 1993; Federal Agriculture Improvement and Reform Act of 1996; Agriculture Appropriations Act of 1997; Farm Security and Rural Investment Act of 2002, Public Law 107–171 and Public Law 106–387, 7 U.S.C. 6962(A)

#### II. PURPOSE

The purpose of this agreement is to deliver the agricultural programs that are a part of the Farm Security and Rural Investment Act “Farm Bill” of 2002.

#### III. MUTUAL INTEREST

*NRCS program manager—provide information on what the mutual interest(s) is for inclusion in this section.*

#### IV. RESPONSIBILITIES

##### A. THE RECIPIENT WILL:

1. Provide a minimum of 50 percent of the cost of the work described in the attached plan of work and budget. This 50 percent of cost is estimated to be \$\_\_\_\_\_.
2. Design restoration measures to be installed, and solicit and award contracts for restoration to be performed on each WRP site, and provide inspection services on each site during installation of restoration measures as described in detail in Attachment C, Plan of Work. Obtain NRCS approvals as shown in the attached plan of work.
3. Request reimbursement monthly by submitting a completed form SF–270, Request for Advance or Reimbursement, with supporting documentation to NRCS. Refer to Attachment B – Budget which is attached. Include a Vendor Identification Number (VIN) on the second line of the remittance address on all SF–270 forms submitted for payment in order for NRCS to make payment by electronic funds transfer. Total amount of reimbursement from NRCS will not exceed \$\_\_\_\_\_.

*(NRCS Program Manager—identify type of documentation needed to allow program manager to certify payments to show services were received. Must relate to the budget and programmatic authority and be allowable, allocable, and reasonable. If the SF–270 is to be sent to a specific individual in NRCS, identify that individual, including name, address, and fax and phone numbers.)*

*(If recipient does not have a Vendor Identification Number for electronic funds transfer in the FFIS*

*(120-VI-CAH, First Edition, April 2004)*

## Contribution Agreements Handbook

*payment system, include the following clause.)*

4. Obtain a Vendor Identification Number (VIN) if recipient does not currently have one. VIN can be obtained as follows:

Contact the Miscellaneous Payment Section of the National Finance Center (NFC) to request an Enrollment Package. The telephone number is 800-421-0323. The package will include a nine-digit Vendor Identification Number (VIN). Complete the enrollment package, which includes a section for the financial institution to complete, and return the package to NFC. Follow up with NFC to ensure that VIN is coded as "Active" prior to submitting first payment request.

*(If a different payment method will be used such as CCC payments using other than SF-270, describe that process. Paragraphs 3 and 4 may be altered or deleted, as appropriate.)*

7. Comply with the Attachment A, Special Provisions, and Attachment B, Plan of Work, which are attached.
8. Provide the following as a liaison:

	<u>Technical</u>	<u>Administrative</u>
Name:		
Address:		
Telephone No.		
Facsimile No.		
Email Address:		

### **B. NRCS WILL:**

1. Provide a maximum of 50 percent of the cost of the work described in the attached plan of work and budget. This cost to NRCS will not exceed \$\_\_\_\_\_.
2. Provide planning documents and surveys as described in the attached plan of work.
3. Reimburse upon receipt and approval of form SF-270, Request for Advance or Reimbursement. Items of work approved for reimbursement are shown in Attachment B, Budget.
4. Provide the following as a liaison:

	Technical	Administrative
Name:		
Address:		
Telephone No.		
Facsimile No.		
Email Address:		

### **V. IT IS MUTUALLY AGREED:**

- A. This agreement is effective upon date of final signature. This agreement is effective through September 30, 2004. It may be renewed by amendment until the objectives of the agreement are (120-VI-CAH, First Edition, April 2004)

## Contribution Agreements Handbook

accomplished, but not later than the end of the fiscal year in which work is completed.

- B. This agreement may be amended in writing by mutual consent of the parties to this agreement.
- C. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the recipient is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
- D. This agreement may be terminated by either party by written notice to the other party or parties at least 30 days in advance of the effective date of the termination.
- E. NRCS may terminate this agreement in whole or in part if NRCS determines the recipient has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the recipient in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the recipient.
- F. Employees of the recipient shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

*(The following Clause G, as required by General Manual, Title 110, Part 405.405.15, regarding employees of NRCS is to be and adhered to and included in any Cooperative Agreement where money or personnel are exchanged, or where NRCS will designate an employee to serve as liaison to the organization. )*

- G. Employees of NRCS shall participate in efforts under this agreement solely as representatives of NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of [the partner or other non-Federal entity with whom NRCS is entering into the MOU] or any member [entity]. They also shall not assist [the entity], or any member [entity] with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with [entity], or any member [entity], concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.
- H. The furnishing of financial and other assistance by NRCS is contingent upon funds appropriated by Congress, made administratively available, or authorized by law.
- I. Privacy of personal information relating to Natural Resources Conservation Service Programs will be in accordance with Section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171, 116 Stat. 235).
- J. By signing this agreement, the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.
- K. As a condition of this agreement \_\_\_\_ assures and certifies that it is in compliance with, and will comply in the course of this agreement with all applicable laws, regulations, executive orders, and other generally applicable requirements.

Contribution Agreements Handbook

**RECEIPT:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**U. S. DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subpart H, Exhibits, Section 610-92, Special Provisions for U.S.C. 6962a, Contribution Agreements  
Subpart H, Exhibits, Section 610.93, Application for Assistance: Checklist  
Subpart H, Exhibits, Section 610.94, Plan of Work