

Federal Award Identification Number: FSA20GRA0010291

The following
AGREEMENT
BETWEEN
THE FARM SERVICE AGENCY
AND
WYOMING SUGAR COMPANY
Applies to this Award:

FOR THE PURPOSE OF ESTABLISHING AN
AGREEMENT TO PROVIDE ASSISTANCE TO
WYOMING SUGAR COMPANY IMPACTED BY
ADVERSE WEATHER EVENTS
IN 2019

Statement of Work

On behalf of the Secretary, U.S. Department of Agriculture, the Farm Service Agency (FSA) agrees to provide funding, hereinafter referred to as "Relief Funds," to WYOMING SUGAR COMPANY for distribution to eligible producers that suffered sugar beet quantity and quality losses in accordance with the terms of this Agreement associated with the following adverse weather events: extreme drought, excessive moisture, flooding, snowstorms, tornadoes, or related conditions.

The amount of the Relief Funds to all eligible Cooperative Processors is limited to \$285,000,000, of which the amount in Part A, item 1 is provided for this Cooperative Processor. The amount of the Relief Fund to each Cooperative Processor has been determined according to the formula in Exhibit B and the resulting allocation of funds to each Cooperative is enumerated in Exhibit C, attached hereto and incorporated herein.

A. BACKGROUND AND PURPOSE

1. The Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Pub. L. 116-20), the Continuing Appropriations Act, 2020 (Pub. L. 116-59) and Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94), provided funds for necessary expenses related to losses of crops, trees, bushes, and vines related to the consequences of eligible adverse weather events occurring in calendar years 2018 and 2019. The Further Consolidated Appropriations Act, 2020, requires "that the Secretary shall pay all sugar beet losses in 2018 and 2019 through cooperative processors...". The Secretary has directed FSA to provide \$3,140,325 delineated in this Agreement to the Cooperative Processor. The agreement covers quantity and/or quality losses associated with adverse weather events.
2. The Cooperative Processor in receipt of these government Relief Funds is solely responsible for bearing any and all administrative costs associated with fulfilling the obligations of this Agreement. All government Relief Funds received by the Cooperative Processor according to this Agreement must be provided to eligible producers in accordance with the terms set forth herein or returned to the government according to Part F, Item 9 of this Agreement.

B. DEFINITIONS

Under this Agreement, the following definitions apply:

1. Crop insurance price means \$48.25 per standardized ton of sugar beets for 2018 and \$0.146 per pound of raw sugar for 2019.
2. Cooperative Member means a member of the Cooperative Processor who delivers sugar beets to the Cooperative Processor for processing. All Cooperative Members are listed in Exhibit A by name, address, and Tax Identification Number (TIN).
3. Cooperative Processor means the entity named in the first paragraph of this Agreement, which is a legal entity governed by its Cooperative Members under laws of the State in which it is organized that commercially processes sugar beets into refined sugar and related co-products.
4. Eligible loss means, with regard to 2018 and/or 2019 crop year sugar beets, the losses of Cooperative Processor's members due to reduced quantities and/or quality sugar beets delivered to the cooperative due to a qualifying weather event.
5. Eligible producer is a Cooperative member who plants sugar beets and assumes the production and market risks associated with the production of the sugar beets.

An eligible producer is a person or legal entity that must be a:

- citizen of the United States;
- resident alien; for purposes of this part, resident alien means "lawful alien" as defined in 7 CFR part 1400;
- partnership consisting solely of citizens or resident aliens of the United States; or
- corporation, limited liability corporation, or other farm organizational structure organized under State law consisting solely of citizens or resident aliens of the United States.

An eligible producer is not a foreign person or legal entity containing members, stockholders or partners who are foreign persons.

6. Farming operation means a business enterprise engaged in producing agricultural products.
7. Foreign person means someone who is not a:
 - citizen of the U.S., or
 - lawful alien possessing a valid Permanent Resident Card / Resident Alien Card (I-551).
8. Linkage means that as a condition of receiving payments under the terms of this Agreement, an eligible producer must agree to certain conditions set forth in this Agreement related to obtaining crop insurance or Noninsured Crop Disaster Assistance Program (NAP) for certain future crop years.
9. Prevented planting means the inability to plant an insured crop with proper equipment during the planting period as a result of an insured cause of loss.
10. Prevented planting payment means a payment made under a crop insurance policy to compensate the policyholder when the policyholder is prevented from planting an insured crop.

11. The WHIP+ yield means the approved yield based on the eligible producer's actual production history for insured and NAP-covered crops, or the county expected yield for uninsured crops without NAP coverage.
12. Planted acres means the total number of acres eligible producers planted in the applicable crop years per their agreement with the Cooperative Processor.
13. WHIP+ factor means 92.5% of expected value.
14. Actual value means the Cooperative Processor's total beet payment to Cooperative Members for crop 2018 and/or estimated beet payment to Cooperative Members for crop 2019.
15. Payment factor is a factor of 0.91 and is applied to the unharvested acres.
16. Indemnity or NAP Payment means the total amount received by eligible producers under Federal Crop Insurance or NAP for the applicable crop year.

C. ASSISTANCE PROVIDED TO SUGAR BEET COOPERATIVE PROCESSOR

1. The total amount of Relief Funds to be paid to WYOMING SUGAR COMPANY has been calculated in accordance with the WHIP+ Production/Quality Loss Calculation set forth in Exhibit B, which is attached hereto and incorporated herein. Accordingly, WYOMING SUGAR COMPANY shall receive \$3,140,325, 100 percent of which must be paid to eligible producers who are Cooperative Members. Payments to be issued by FSA to the Cooperative Processor and subsequently from the Cooperative Processor to, or on behalf of an eligible producer, are subject to the availability of funds under Federal and State law, availability of funds from the Secretary, and availability of funds under this Agreement.

D. PAYMENTS TO ELIGIBLE PRODUCERS

1. In order to assist eligible producers, the Cooperative Processor shall pay eligible producers for eligible quantity and/or quality sugar beet losses. The Further Consolidated Appropriations Act, 2020, requires "that the Secretary shall pay all sugar beet losses in 2018 and 2019 through cooperative processors..." such that eligible producers are not also eligible for WHIP+ benefits with respect to sugar beets for the same time period.
2. Notwithstanding Section C. 1, the combined financial assistance to be issued to, and subsequently distributed by, a Cooperative Processor under this Agreement may not exceed 92.5 percent of the combined losses of all the Cooperative Processor's eligible producers (as reflected in the table in Exhibit C), taking into account benefits under this agreement, crop insurance, and NAP as mandated by the Further Consolidated Appropriations Act, 2020. The 92.5 percent factor is also mandated by the Further Consolidated Appropriations Act as it states "using the additional coverage level described in section 508(e)(2)(E) of the Federal Crop Insurance Act of 1938 (7 U.S.C. 1508(e)(2)(E)) for purposes of determining the Wildfire Hurricane Indemnity Program Plus factor."

3. The Cooperative Processor shall issue Relief Fund payments to eligible producers who are Cooperative Members as soon as reasonably practicable after receipt of the Relief Funds from USDA, but not later than December 31, 2020.

E. LINKAGE REQUIREMENTS

1. Eligible producers who receive Relief Fund payments from a Cooperative Processor under this Agreement must agree to obtain Federal Crop Insurance or NAP for the 2021 and 2022 reinsurance years for each of the years the eligible producer intends to plant sugar beets.
2. Eligible producers must obtain Federal Crop Insurance or Noninsured Crop Disaster Assistance (NAP) for sugar beets at the 60/100 level of coverage (or equivalent) where insurance is available. Whole Farm Revenue Protection at the 60 percent level may also be purchased. Where Federal crop insurance is not available, eligible producers are required to purchase NAP coverage at the 60/100 level of coverage (or equivalent).

If an eligible producer is ineligible to receive a NAP payment due to their average Adjusted Gross Income (AGI), the eligible producer must purchase Whole Farm Revenue Protection (WFRP) at the 60/100 coverage level or equivalent, if qualified to purchase. If AGI is exceeded for NAP eligibility and the eligible producer cannot meet WFRP eligibility, then the eligible producer is required to obtain NAP coverage at a level of 60/100 or equivalent, if available, including paying the administrative fee and filing an annual acreage report with FSA.

3. If an eligible producer ceases to plant sugar beets in one or both years of the two-year period provided in Part E, Item 1 of this Agreement after receiving payments under the terms of this Agreement, the eligible producer will not be required to meet linkage requirements for the year(s) the eligible producer did not plant sugar beets.
4. If an eligible producer fails to meet the linkage requirement in one or both years, the Cooperative Processor is responsible for requiring the eligible producer to refund the applicable Relief Fund payment received under the terms of this Agreement. The Cooperative Processor is required to remit the refunds to FSA.
5. Eligible producers who are indebted to FCIC are unable to purchase crop insurance until the debt is satisfied, according to RMA regulations. Nonetheless, an eligible producer indebted to FCIC is eligible to receive Relief Fund payments under the terms of this Agreement provided the linkage requirements are met. It is the eligible producer's responsibility to satisfy the debt to FCIC so crop insurance can be purchased in order to meet the linkage requirements.
6. Cooperative Processors are responsible for obtaining the eligible producer's acknowledgment, monitoring and enforcing the linkage requirements and collecting refunds from producers when linkage is not met. If a producer does not refund the applicable Relief Fund payment, the Cooperative Processor is required to remit the funds to FSA within 60 days of being notified by USDA of a failure of a producer to meet linkage.
7. For purposes of this Agreement, linkage requirement interpretations shall be made in a manner consistent with the FSA Wildfires and Hurricanes Indemnity Program+ 2-WHIP regulation and handbook in effect as of the date of this Agreement, including but not limited to the determination of the persons and entities that are required to meet (and to not meet) the linkage requirements.

F. COOPERATIVE PROCESSOR RESPONSIBILITIES

The Cooperative Processor is responsible for and shall do the following:

1. Establish application procedures for Relief Fund payments to eligible producers under the terms and conditions of this Agreement and any additional terms and conditions required by the Cooperative Processor.
2. Determine eligibility of eligible producers and provide payments directly to eligible producers' accounts.
3. Provide assistance in the form of outreach, technical assistance, and preparation of appropriate written application materials.
4. Provide assistance to a person or legal entity that meets the definition of eligible producer under the definitions section of this Agreement and owned or had a financial interest in a farming operation as outlined in the definitions section of this Agreement. The person, partnership, or legal entity must submit to the Cooperative Processor acceptable documentation, as determined by the Cooperative Processor, which establishes the eligibility for payments.
5. Require the eligible producer, via a signed authorization, to agree to allow the Cooperative Processor access to crop insurance records and other reasonably adequate documentation to ensure the eligible producer follows the terms of this Agreement.
6. Require the eligible producer to certify that the statements made on the program application and any other program documents are true and correct and that applicants understand that any false statements made as part of the application, or any other program documents, can be the subject of substantial civil and/or criminal liability and sanctions. The Cooperative Processor is responsible for enforcing all program requirements applicable to eligible producers who choose to be participants.
7. Require eligible producers to retain financial and other records relating to the funds for a period of 3 years after completion of the distribution of the Relief Funds or until final resolution of any audit findings or litigation claims relating to the distribution of such funds, whichever is later.
8. Notify the eligible producer that failure to provide access to required documentation will result in a breach of its agreement with the Cooperative Processor. In the case of a breach, the eligible producer shall be responsible for a full refund of all payments to the Cooperative Processor. The Cooperative Processor is required to remit the refunds to FSA. If the eligible producer fails to refund payments to the Cooperative Processor, the Cooperative Processor is still required to remit the refunds to FSA. The Cooperative Processor is required to remit all refunds to FSA within 60 days.
9. All funds not distributed to eligible producers must be returned to FSA no later than January 30, 2021.
10. Conduct internal reviews of the program to ensure applicants meet all eligibility conditions. As part of the Cooperative Processor's internal reviews, the Cooperative Processor agrees to review records, if applicable, to determine program compliance. One application will be accepted and reviewed per applicant. The Cooperative Processor shall make program documents available to FSA for review during normal business hours upon reasonable notice provided to the Cooperative Processor in accordance with this Agreement.
11. Determine that each eligible producer meets all eligibility requirements. If the Cooperative Processor does not already have producer information necessary to determine eligibility, require eligible producers to provide verifiable and acceptable documentation to support any claims of losses.

12. Require the eligible producer to give consent to the Cooperative Processor to share eligible producer applications, data, and other relevant documents with FSA and RMA or any other government agency that reasonably requests such information. An example of a consent form is found in Exhibit D.
13. Any other such responsibilities, terms, and conditions that the Cooperative Processor and producer agree to in any other related agreement between the Cooperative Processor and eligible producer.

G. ADDITIONAL REQUIREMENTS.

1. The Cooperative Processor must submit a work plan (Work Plan) to the FSA program contact listed in the Notice of Award in advance of any disbursement of funds provided under this Agreement. Funding under this Agreement to the Cooperative Processor is contingent upon FSA's approval of the work plan. The work plan shall provide a summary of how the Cooperative Processor will implement the program, including, but not limited to, a copy of the Cooperative Processor's application form, payment calculations, loss requirements, required documentation, and the Cooperative Processor's methodology for conducting internal reviews of the program.
2. The Cooperative Processor is responsible for reporting all the funds expended under this Agreement as may be required by the Internal Revenue Service and generally accepted accounting principles.
3. If an eligible producer is a Cooperative Member of more than one Cooperative Processor, assistance provided through this Agreement shall only be made and used for eligible beets delivered to WYOMING SUGAR COMPANY.

H. ADMINISTRATIVE AND PROGRAM CONTACTS.

See notice of awards.

I. ADDITIONAL TERMS AND CONDITIONS.

The following additional terms and conditions apply to this Award:

1. **APPLICABLE PROGRAMS AND AUTHORITIES.** Catalog of Federal Domestic Assistance (CFDA) programs and related regulatory authorities covered by this Award include:

CFDA Number	Program
10.129	Wildfire and Hurricane Indemnity Program Plus

2. **APPLICABLE REGULATIONS**

- a. As a condition of this award, the Cooperative Processor assures and certifies that it has and/or will comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
 - i. 2 CFR Part 25, "Universal Identifier and System of Award Management"
 - ii. 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"

- iii. 2 CFR Part 175, "Award Term for Trafficking in Persons"
 - iv. 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)"
 - v. 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
 - vi. 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
 - vii. 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
 - viii. 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
 - ix. 2 CFR Part 418, "New Restrictions on Lobbying"
 - x. 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"
 - xi. 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"
3. **ALLOWABLE COSTS.** Allowable project costs are limited to payments made to eligible producers as described in the agreement. Pre-Award costs are not authorized for this Award.
4. **FORMS.** Federal forms applicable to this Award include:

Form Number/Name	Purpose	Other Award Reference (if applicable)
SF-270, Request for Advance or Reimbursement	Required for reimbursement payments.	Sec.I.10
SF-3881, ACH Vendor/Miscellaneous Payment Enrollment Form	Required for reimbursement payments.	Sec. I.10
SF-425, Federal Financial Report	Required for financial reporting.	Sec. I.5
SF-LLL, Disclosure of Lobbying Activities	Required before Federal funds can be obligated.	Sec. I.6

5. **REPORTING REQUIREMENTS.** The Cooperative Processor must provide the following:
- a. Form SF-425, Federal Financial Report six months after the Work Plan described in section G.1 above is approved by FSA.
 - b. An estimate of year-end expenses to FSA by September 28, 2020. The estimate will be calculated using pending payments to eligible recipients as supported by agreement's applications and approvals.
 - c. A final financial report due no later than March 30, 2021.

- d. All reports must be submitted to FPAC.BC.GAD@usda.gov.
6. **RESTRICTIONS ON LOBBYING.** The Cooperative Processor certifies, to the best of his/her/its knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Cooperative Processor, 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.
 - b. 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 Cooperative Processor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. Except with respect to the payment of Relief Funds to eligible producers, the Cooperative Processor 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.

"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 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."
7. **CORRESPONDENCE.** All correspondence regarding this Award must be identified with the Award and Federal Award Identification Numbers as shown above.
8. **PUBLICATIONS AND ACKNOWLEDGEMENT OF FEDERAL SUPPORT.** The Cooperative Processor is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.
9. **FRAUD, WASTE, AND ABUSE.**
- a. The Cooperative Processor may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality Agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated representative of a Federal department or agency authorized to receive such information.

- b. The Cooperative Processor must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality Agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- c. The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form used by a Federal department or agency governing the nondisclosure of classified information.
- d. If the Government determines that the recipient is not in compliance with this award provision, it:
 - i. Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016 (Pub. L. 114-113), or any successor provision of law; and
 - ii. May pursue other remedies available for the Cooperative Processor's material failure to comply with award terms and conditions.
- e. The U.S. Department of Agriculture's Office of Inspector General maintains a toll-free telephone number, 800-424-9121, for receiving information concerning fraud, waste, or abuse. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous.

10. PAYMENT INFORMATION. Payments under this Award will be made:

- a. To the Cooperative Processor through electronic funds transfer authorized by SF-3881, ACH Vendor/Miscellaneous Payment Enrollment Form, which the Cooperative Processor must submit to FPAC.BC.GAD@usda.gov;
- b. Upon submission to FPAC.BC.GAD@usda.gov of a properly executed SF-270, Request for Advance or Reimbursement, and approval of the Work Plan described in section G.1.

11. AUDIT FILING COMPLIANCE. A Nonfederal Entity that expends \$750,000 or more in its fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with 2 CFR Subpart F, Audit Requirements.

12. FSA KEY PERSONNEL. FSA key personnel include:

Paul Hanson
paul.hanson@usda.gov
 (202) 720-4189

Kim Graham
kimberly.graham@usda.gov
 (202) 692-5277

13. MANDATORY DISCLOSURES. The provisions of 2 CFR § 200.113 regarding mandatory disclosures apply to this Award.

14. AMENDMENT AND RENEWAL. This Award may be amended in writing by mutual consent of the parties, including to extend the period of performance or duration of the Award to provide additional time to accomplish the objectives of the Award.

15. SUBAWARDS AND CONTRACTS. Except with respect to the payment of Relief Funds to eligible

producers, the subawarding, transferring, or contracting out of any work under this Award is not authorized without prior written approval and formal agreement amendment.

16. PRIVACY ACT AND PROHIBITION AGAINST RELEASE OF CERTAIN INFORMATION

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual provided to the Cooperative Processor by FSA. Confidential information must not be disclosed without the prior written consent of FSA.
- b. With respect to the confidential information, the Cooperative Processor's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The Cooperative Processor's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

17. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

The Cooperative Processor agrees to comply with FSA guidelines and requirements regarding the disclosure of confidential information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110- 246), 7 U.S.C. 8791 as described below. It is understood and agreed that the obligations set forth in this Section 1619 do not apply to information and data possessed by the Cooperative Process in the ordinary course of business, or to information and data with respect to which an eligible producer has consented to release.

- a. Responsibilities.
 - i. Acceptance of this award indicates acknowledgment and understanding that the Cooperative Processor is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Cooperative Processor will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The Cooperative Processor will be held responsible should disclosure of the protected information occur.
 - ii. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the Cooperative Processor to comply with the provisions in Section 1619. The Cooperative Processor must consult with FSA prior to providing protected information to an entity or individual outside of the Cooperative Processor and as necessary to implement the program to ensure that such release is permissible.
 - iii. The Cooperative Processor will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.
 - iv. The Cooperative Processor must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.
 - v. The provisions in Section 1619 are continuing obligations. Even when the Cooperative Processor is no longer a party to an agreement with FSA, or when individuals currently affiliated with the Cooperative

Processor become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

- vi. The Cooperative Processor must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
 - vii. When the Cooperative Processor is unsure whether particular information is covered or protected by Section 1619, the Cooperative Processor must consult with FSA to determine whether the information must be withheld.
 - viii. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FSA. The Cooperative Processor must provide to FSA written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
 - ix. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.
- b. Protected Information.
- i. Examples of the types of information prohibited by disclosure under Section 1619 include, but are **not limited to**, the following except to the extent such information is maintained by the Cooperative Processor in the ordinary course of business or has been authorized for release by an eligible producer:
 - A. State identification and county number (where reported and where located).
 - B. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
 - C. Farm, tract, field, and contract numbers.
 - D. Production shares and share of acres for each Farm Serial Number (FSN) field.
 - E. Acreage information, including crop codes.
 - F. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
 - G. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
 - H. Location of conservation practices.
 - ii. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program *that is otherwise authorized by law*" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the Cooperative Processor shall consult with FSA if there is any uncertainty as to the provision of such information.
 - iii. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The Cooperative Processor must consult with FSA as to whether specific information falls within this exception prior to relying on this exception.

- c. **Violations.** The Cooperative Processor will be held responsible for violations of this provision and Section 1619. A violation of this provision by the Cooperative Processor may result in action by FSA, including termination of the underlying Federal award.
- d. **Effective Period.** The requirements of this provision are effective on the date of the final signature and will continue until FSA notifies the Cooperative Processor that it is no longer required based on changes in applicable Federal law.

18. SPECIAL PROVISIONS

- a. The Cooperative Processor assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of FSA will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the Cooperative Processor. They also may not assist the Cooperative Processor with efforts to lobby Congress or to raise money through fundraising efforts. Further, FSA employees must report to their immediate supervisor any negotiations with the Cooperative Processor concerning future employment and must refrain from participation in projects or agreements with it.
- c. Employees of the Cooperative Processor will not be considered Federal employees or agents of the United States for any purposes under this agreement.
- d. The Cooperative Processor and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FSA agency clients in the course of carrying out activities under this agreement, including any products or services offered by the Cooperative Processor, except as may be specifically allowed in the agreement.

- 19. RECORD RETENTION.** The Cooperative Processor must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work.

20. USE OF INFORMATION. The Cooperative Processor routinely obtains information concerning cooperative members, eligible producers, farming operations, and other information that is not obtained as the result of the Cooperative Processor's agreeing to deliver Relief Funds under this agreement. The use of such independently obtained information by the Cooperative Processor is in no way limited or otherwise affected by this agreement. Furthermore, any information obtained by the Cooperative Processor in order to deliver Relief Funds under this agreement may be used at the discretion of the Cooperative Processor provided the producer has consented to such use.

Richard Fordyce



Administrator, Farm Service Agency

3/20/2020
Date



Cooperative Processor

3-17-2020
Date

By: Michael A. Greear

Its: President & CEO

EXHIBIT A

WYOMING SUGAR COMPANY MEMBER INFORMATION

MEMBER NAME ADDRESS TAX IDENTIFICATION NUMBER

To be supplied separately by the Cooperative Processor

WHIP+

Production/Quality Loss Calculation

Yield

* Price

* Planted Acres

= Expected Value

* WHIP+ Factor (92.50%)

= WHIP+ Value

- Actual Value

- Payment Factor

- Indemnity or NAP Payment

= WHIP+ Payment

WHIP+ Sugar Beet Cooperative Disaster Calculation March 11, 2020

EXHIBIT C

		2018						2019							
		Snake River Sugar Company (Amalgamated)	American Crystal Sugar Company	Michigan Sugar Company	Minn-Dak Farmers Cooperative	Southern Sugar Cooperative (SMBCS)	The Western Sugar Cooperative	Wyoming Sugar Company	Total						
Expected Beet Payment	\$ -	\$ -	\$208,178,000	\$105,606,000	\$169,573,000	\$156,859,000	\$ -	\$640,216,000							
92.5 % Factor	\$ -	\$ -	\$192,564,650	\$97,685,550	\$156,855,025	\$145,094,575	\$ -	\$592,199,800							
Minus Forecasted Grower Payment	\$ -	\$ -	\$166,092,000	\$69,730,000	\$74,095,000	\$120,869,000	\$ -	\$430,786,000							
Minus Estimated Indemnity Paid	\$ -	\$ -	\$4,204,000	\$1,693,000	\$29,879,953	\$2,912,000	\$ -	\$38,688,953							
Minus Costs Avoided for Unharvested Acres	\$ -	\$ -	\$48,191	\$94,969	\$369,268	\$163,386	\$ -	\$675,814							
Total Estimated Request	\$2,500,000	\$ -	\$22,220,459	\$26,167,581	\$52,510,804	\$21,150,189	\$ -	\$124,549,033							
2018 + 2019															
Expected Beet Payment	\$ -	\$544,654,000	\$221,092,000	\$123,890,000	\$153,790,000	\$161,619,000	\$17,758,654	\$1,222,803,654							
92.5 % Factor	\$ -	\$503,804,950	\$204,510,100	\$114,598,250	\$142,255,750	\$149,497,575	\$16,426,755	\$1,131,093,380							
Minus Forecasted Grower Payment	\$ -	\$238,785,000	\$180,793,000	\$51,706,000	\$100,080,487	\$47,286,245	\$10,664,032	\$629,314,764							
Minus Estimated Indemnity Paid	\$ -	\$124,000,000	\$1,934,771	\$15,263,253	\$11,284,119	\$13,217,087	\$748,996	\$166,448,226							
Minus Costs Avoided for Unharvested Acres	\$ -	\$11,595,650	\$69,114	\$864,174	\$348,760	\$1,372,178	\$76,775	\$14,326,651							
Total Estimated Request	\$2,500,000	\$129,424,300	\$21,713,215	\$46,764,823	\$30,542,384	\$87,622,065	\$4,936,952	\$323,503,739							
2018 + 2019															
Expected Beet Payment	\$ -	\$544,654,000	\$429,270,000	\$229,496,000	\$323,363,000	\$318,478,000	\$17,758,654	\$1,863,019,654							
92.5 % Factor	\$ -	\$503,804,950	\$397,074,750	\$212,283,800	\$299,110,775	\$294,592,150	\$16,426,755	\$1,723,293,180							
Minus Forecasted Grower Payment	\$ -	\$238,785,000	\$346,885,000	\$121,436,000	\$174,175,487	\$168,155,245	\$10,664,032	\$1,060,100,764							
Minus Estimated Indemnity Paid	\$ -	\$124,000,000	\$6,138,771	\$16,956,253	\$41,164,072	\$16,129,087	\$748,996	\$205,137,179							
Minus Costs Avoided for Unharvested Acres	\$ -	\$11,595,650	\$117,305	\$959,143	\$718,028	\$1,535,564	\$76,775	\$15,002,465							
Gross Request	\$5,000,000	\$129,424,300	\$43,933,674	\$72,932,404	\$83,053,188	\$108,772,254	\$4,936,952	\$448,052,772							
Factored Request 1/	\$3,180,429	\$82,324,957	\$27,945,586	\$46,391,266	\$52,828,952	\$69,188,485	\$3,140,325	\$285,000,000							

1/ Each cooperative's gross request is factored by .636085787 (\$285,000,000 / \$448,052,772)

EXHIBIT D

Authorization for Release of Information

Information that the Risk Management Agency (RMA) has in its possession regarding Federal crop insurance is protected from disclosure pursuant to Section 502(c) of the Federal Crop Insurance Act (7 U.S.C. §1502(c)). 7 U.S.C. §1502(c)(2)(b) allows disclosure of information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in crop insurance programs pursuant to the consent of the agricultural producer or owner of agricultural land.

The Farm Service Agency (FSA) must have your permission to release your crop insurance information to others. By signing below, you hereby authorize FSA to release your Federal crop insurance information in their possession for the purpose specified.

I, _____, (print name) hereby authorize FSA to release selected Federal crop insurance information, as determined by FSA, related to sugar beets for the 2018 and 2019 reinsurance years.

This information may be released directly to _____ (Name of Cooperative Processor)

Crop Insurance Taxpayer Identification Number: _____

Signature: _____

Date: _____

