

PROGRAMMATIC PARTNERSHIP AGREEMENT
Between the
USDA Natural Resources Conservation Service (NRCS)
And
<Lead Partner Name>

Introduction:

This Programmatic Partnership Agreement (PPA) is entered into between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service, henceforth “NRCS”, and the <lead partner name>, henceforth named “Lead Partner”. Under the terms of this PPA, NRCS and Lead Partner agree to provide complementary and compatible assistance related to delivery of targeted conservation benefits to provide conservation benefits in the project area. Collectively, NRCS and Lead Partner are referred to as “Parties”.

NRCS assistance in this RCPP project will be provided as Regional Conservation Partnership Program (RCPP) financial and technical assistance to implement eligible activities. Lead Partner assistance (contributions) under this PPA may include cash or in-kind assistance provided directly by Lead Partner and/or cash or in-kind assistance provided by contributing partners to generate RCPP project conservation benefits.

This PPA does not obligate funding but instead describes the relationship between NRCS and Lead Partner and establishes the responsibilities of each of the Parties in implementing the RCPP project and delivering the conservation benefits described herein.

I. Authority

This PPA is entered into in accordance with RCPP and related statutory and regulatory authorities in place as of the date of the final signature on this agreement including:

- Subtitle I of Title XII of the Food Security Act of 1985 as amended by the Agriculture Improvement Act of 2018 (2018 Farm Bill; P.L 115-334)
- The Commodity Credit Corporation Charter Act (15 USC 714 et seq.)
- 7 CFR Part 1464

II. Background

RCPP is a voluntary conservation program that provides authority for NRCS and an eligible lead partner to collaborate on a project that addresses one or more resource concern categories in a project area.

Lead Partner submitted a proposal for RCPP funding to help generate targeted conservation benefits in the Project area as shown in (Attachment A). Lead Partner satisfies the RCPP eligibility requirements for participation in a partnership agreement as a <insert lead partner type>.

This PPA describes the framework for implementing the RCPP project titled <insert Project Name from Portal>.

III. Purpose

The purpose of this PPA is to establish the framework for cooperation between NRCS and Lead Partner to implement eligible activities and obtain RCPP project conservation benefits by addressing resource concerns with eligible producers and partners within the approved project area. The PPA was developed based on a proposal received under Announcement of Program Funding #<insert deadline grants.gov number> (incorporated herein by reference) and selected by the Chief of NRCS for funding.

Parties agree that in addition to the other requirements outlined in this PPA, eligible activities are limited to those that occur only within the project area (see Attachment A) and are reasonably expected to address the following resource concerns:

<Insert Resource Concern Categories>

IV. Responsibilities of the Parties

A. NRCS will:

1. Provide RCPP financial and technical assistance for eligible activities in accordance with RCPP regulation (7 CFR Part 1464), policy, and the terms of this PPA, including Attachment B.
2. Provide RCPP financial assistance (FA) through supplemental agreements or other contract authorities available to NRCS, to implement one or more of the four following eligible activities: Land Management, Rental, Conservation Easements Held by Eligible Entities (Entity-held Easements), or Watersheds/Public Works.
3. Support or carry out the Technical Assistance (TA) activities associated with RCPP-funded actions, which may include but are not limited to—compliance checks for program

eligibility under 7 CFR part 12 and part 1400, subpart F; compliance activities under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and Endangered Species Act (ESA); and other needs indicated by policy, in the PPA or under terms of associated supplemental agreements. Additional RCPP TA may be provided by NRCS, Lead Partner, contributing partners, third parties, or any combination therein. Obligations and expenditures will follow RCPP program requirements.

4. Retain responsibility and authority for determining technical adequacy and payment requirements for RCPP-funded technical and financial assistance in this project. Once executed, RCPP supplemental agreements (FA or TA) entered into under the general framework of this PPA shall be managed in accordance with RCPP program requirements, and the terms of the specific supplemental agreement.

5. Actively participate in the development of the Table of Deliverables establishing RCPP fund and activity specific budgets and typical activities in this project and documenting details of proposed partner contribution delivery. Within program authorities, make every reasonable effort to support Lead Partner model for project implementation described in Exhibits 1-5.

6. Provide annual reviews and report on NRCS uses of RCPP TA funds.

7. Provide support for modeling, monitoring, measuring and reporting of outcomes where an NRCS role in such activities is agreed to and reflected in this agreement (including Exhibits, Attachment B and Attachment E).

8. Review comments or feedback on draft public relations or communications materials provided by the partner related to RCPP project activities. Provide partner notice of concerns on such materials, if any is required, within 3 days of partner submission.

B. <Lead Partner Name> will:

1. Deliver all partner contributions as identified in Attachment B, including those provided directly by Lead Partner and those provided indirectly by contributing partners.

2. Provide timely reports and supporting information to NRCS on delivery of partner contributions and RCPP funded deliverables as described in this agreement and any supplemental agreement(s) supporting this PPA, and maintain accurate and complete records thereof, including auditable financial records consistent with approved valuation methods, for all contributions. Provide all contribution records to NRCS within 15 days of agency request.

3. Implement RCPP supplemental agreement(s) to provide RCPP FA and implementation TA (TA-I) to or for the benefit of RCPP-eligible producers (including landowners) and eligible lands per terms established by NRCS.

4. Agree that NRCS retains final authority to determine the eligibility and valuation of partner contributions with respect to RCPP reporting and PPA compliance purposes. NRCS determinations shall be informed by considerations including but not limited to, a clear

relationship of the contributions toward addressing the identified RCPP project resource concerns in the project area consistent with the terms of this PPA.

5. Notify NRCS of any deviations from Attachment B as soon as they are known, and no later than the end of the calendar year in which they occur. When factors beyond Lead Partner's control prevent delivery of contributions or execution of RCPP funded supplemental agreements, Lead Partner may propose changes. Lead Partner acknowledges that NRCS retains sole authority to determine if such changes or substitutions will be allowed.

6. Support, complete, or ensure completion of inventories and analyses of 1) all contributions which would not be undertaken but for the RCPP project and 2) all RCPP funded activities. Level of effort and details of these inventories and analyses must be sufficient for NRCS to meet its environmental compliance responsibilities under the NEPA, NHPA, ESA, and related legislation, and shall be closely coordinated with NRCS State office staff to ensure these needs can be accommodated.

7. Actively participate in the development and maintenance of the Table of Deliverables establishing budget and plan for RCPP fund type and activity specific obligations and documenting details of partner contribution delivery.

8. Collaborate with NRCS to ensure Exhibits 1-5 (as applicable) are complete, comprehensive, and current to provide sufficient information regarding partner led activities to be implemented under this PPA for NRCS to adequately manage its program oversight role and fulfill its technical, environmental, and fiduciary responsibilities.

9. Submit to NRCS annual project progress reports and a final report as detailed in Attachment C.

10. Measure, monitor, model, and report on the RCPP project outcomes of the project as described in Attachment E.

11. Acknowledge NRCS assistance in public relations or communications materials or events related to RCPP project activities. Provide draft copies of such information to the relevant NRCS State office for review and comment prior to public release.

12. Lead Partner is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between Lead Partner and third parties to carry out RCPP project activities.

C. It is mutually agreed upon by the Parties that:

1. The NRCS Programs Portal (defined here to include any replacement of the existing system implemented by NRCS) will be used to track, monitor, implement, and manage this PPA. The Parties shall maintain access to and be expected to use the software platform to assist in fulfilling their responsibilities under this PPA, including but not limited to communications related to project management, project reporting, and outcome assessment and documentation.

2. The Parties and their respective agencies, organizations and offices will manage their own activities and funding in accomplishing the purposes of the RCPP project and fulfilling their

responsibilities under this PPA. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents, assigns, or employees, for any injury to person or property resulting in any manner from the conduct of its own operations, and the operations of its agency or employees, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency, or its own employees.

3. NRCS reserves the right and authority to reduce or discontinue RCPP assistance based on funding availability, or inability of the Parties to negotiate terms of PPA or supplemental agreements to ensure NRCS has capacity to fulfill its program management responsibilities, or ensure eligibility and technical adequacy of assistance provided.

4. RCPP funds obligated through supplemental agreements shall generally remain available for the duration of the supplement agreement, however, NRCS reserves the right to cancel or terminate such supplemental agreements if Lead Partner fails to deliver required contributions.

5. Nothing in this PPA commits either NRCS or Lead Partner to obligate or transfer any partner funds or RCPP assistance funding. Specific actions that may involve the transfer of funds, services, or property among Lead Partner and NRCS will require execution of separate agreements and be contingent upon the availability of appropriated funds and technical services, and negotiation of specific financial and technical assistance delivery mechanisms and contract terms.

6. Adhere to the privacy requirements associated with Federal laws including 16 USC 3844(b), 7 USC 8791, and the Privacy Act (5 U.S.C. 552a;) with respect to any information received from NRCS, partners, producers or others in relation to this PPA. Project specific details, including needed information sharing, is further addressed in Attachment D.

7. NRCS authority to implement or support RCPP project activities is also subject to statutory and regulatory requirements, Executive Orders, and other legal requirements not individually addressed in this PPA, including but not limited to the Food Security Act of 1985, as amended, and associated regulations, NEPA and associated environmental laws, Office of Management and Budget (OMB) Circulars, and related requirements. Where such requirements necessitate adjustments to the terms and conditions of this PPA, the Parties must either agree to such adjustments or NRCS must terminate this PPA.

V. Expected Accomplishments and Deliverables

RCPP-funded and partner contribution-based deliverables are listed in the Attachment B. RCPP-funded activities implemented under the framework of this PPA must comply with applicable agency policies, including applicable NRCS conservation practice or activity standards and specifications and must comply with all applicable technical and administrative requirements, including but not limited to planning, environmental, design, and financial accountability requirements. Upon request, NRCS may consider waiving policy based (non-statutory) requirements, if NRCS, in its sole discretion, determines that doing so would result in equal or

greater conservation benefits consistent with RCPP purposes and the objectives of this PPA, would not create an undue administrative burden, and would not unduly contribute to actual or perceived perceptions of inequality or unfairness among similarly situated partners or producers. Partner contributions are not necessarily subject to these same requirements unless directly associated with RCPP assistance or Attachment B explicitly identifies that such requirements apply.

VI. Technical and Administrative Contacts

Technical and legal representatives of the Parties shall be those identified in NRCS Programs Portal and any revisions shall be managed in according to policies set by NRCS.. Changes to Lead Partner contacts require notice from a duly authorized representative of Lead Partner to NRCS via NRCS Programs Portal, and may require an amendment to this PPA, as determined by NRCS.

VII. Duration

This PPA takes effect on the date of the final signature of the original PPA agreement by authorized representatives of NRCS and **Lead Partner** and shall remain in effect for five years or through _____ (as shown in the portal). Prior to its expiration, this PPA may be extended once for a period not to exceed 12 months from the original PPA expiration date, by mutual agreement of the Parties, through the execution of an modification of this PPA.

VIII. Project Changes: Minor Changes, Amendments, and Termination

Either party may request changes to this PPA during the agreement life. The Parties acknowledge that minor deviations from the project Schedule in Attachment B may be necessary; where such issues are limited to accelerated obligations of RCPP FA funding, early delivery of contribution deliverables, or delays not greater than 12-months in any deliverable (prior to the final year of the PPA), updates to the Table of Deliverables are only required if requested by either Party to this agreement. Where lengthier delays or other substantive changes are needed, including changes or additions to Exhibits 1-5 or delays in the final year of the project are expected, one of the following methods shall be used to initiate and document allowable changes.

Minor Changes: By mutual consent, minor changes can be requested, negotiated and if approved by NRCS, documented in the agency software without necessity of a new agreement or new agreement signatures. NRCS will only approve minor changes when the agency determines changes are consistent with program requirements and would not affect key components of

project scope e.g. rescheduling deliverables, or adjusting typical activities associated with deliverables.

Amendment: By mutual consent, more substantive changes affecting key components of project scope may be allowed in limited circumstances if such changes are accepted by NRCS as consistent with program authorities and with the original intent of the project. Such changes could include changes in total RCPP funding, a decline in the ratio of contributions to RCPP funding, an increase in the size of the project area, changes in targeted conservation benefits/resource concerns. Where modifications are required, approvals including new signatures as determined necessary by NRCS shall be managed per agency. At NRCS discretion any substantive change to project scope, including but not limited to a decline in total partner contributions, may constitute basis for termination of this PPA under Part IX (3) below, and/or adversely affect lead partner's ranking in future competitions for RCPP assistance.

IX. Ending Project Prior to Agreement End Date: Termination

Terminations.

- (1) Lead Partner may request that NRCS terminate this PPA, provided the request for termination is in writing, and includes the reasons for termination.
- (2) NRCS may terminate this PPA if—
 - (i) Justified by the reasons provided by the lead partner;
 - (ii) NRCS determines that a modification of the partnership agreement is necessary to comply with program policy or applicable law(s) and the partner does not concur with such modification; or
 - (iii) The lead partner fails to correct noncompliance with a term of the partnership agreement.
- (3) A termination may be justified by circumstances beyond the lead partners' control that prevents completion of one or more provisions of the partnership agreement, such as a natural disaster or other circumstances in which NRCS may determine that termination is in the public interest.
- (4) If a program agreement is terminated, the lead partner forfeits all rights to any unobligated technical or financial assistance remaining under the partnership agreement.
- (5) Effect on other agreements. Termination of a partnership agreement under this section will result in the termination of supplemental agreement(s) unless NRCS determines that the supplemental agreement would advance an eligible program activity within the project area.

(6) Refund and right to future assistance. If NRCS terminates a partnership agreement due to noncompliance with its terms or conditions, the lead partner will forfeit any right to any future assistance under the partnership agreement and may as determined by NRCS be required, per terms of a Supplemental Agreement, to refund all or part of any payments received directly by the lead partner, plus interest .

X. Attachments and Exhibits

RCPP Partnership Agreement Specific Forms:

- Exhibit 1: AFA Land Management Activity Expectations
- Exhibit 2: AFA Rental Activity Expectations
- Exhibit 3: AFA Entity Held Easement Activity Expectations
- Exhibit 4: AFA Watershed Activity Expectations
- Exhibit 5: Technical Assistance Activity Expectations
- Attachment A: Project Area Map
- Attachment B: Table of Deliverables (and any supporting documents, fee schedules. etc.)
- Attachment C: RCPP Reporting Requirements
- Attachment D: Privacy and Confidentiality
- Attachment E: Project Outcomes

XI. Signatures:

A. Lead Partner

By signature below signatory certifies that 1) Lead Partner is an eligible partner entity as defined in the RCPP statute (7 CFR Part 1464), and 2) s/he has legal authority to enter into this agreement on behalf of Lead Partner:

Signature

Date

Name

Title

B. NRCS

By signature below signatory certifies project agreement has been reviewed and approved by the State Conservationist or Designee, and that all attachments hereto are an accurate record or approved negotiated RCPP project agreement as of the date of execution.

Signature

Date

Name

Title (Attach Designation if not State Conservationist)

Preliminary - Scoping Use Only