

**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 resulting from addressing resource concerns in the project area. Collectively, NRCS and Lead Partner are referred to as “Parties”.

NRCS assistance under this PPA will be provided as Regional Conservation Partnership Program (RCPP) financial and technical assistance to implement eligible activities through provisions of RCPP. Lead Partner assistance (contributions) under this PPA may include cash or in-kind assistance provided directly by the Lead Partner and/or assistance provided by supporting 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 partner 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 partner to collaborate on a project that addresses one or more resource concern categories in a project area.

The Secretary of Agriculture has delegated the authority for administration of RCPP to the Chief of NRCS. Program requirements are established by the RCPP statute, regulation, policy, and agency contracts and agreements.

NRCS helps agricultural producers and landowners implement conservation on private land. In carrying out this role, NRCS provides voluntary technical and financial assistance to farmers, ranchers, and other landowners to address natural resource concerns on the Nation's private and nonfederal land.

Lead Partner submitted a proposal for RCPP funding to help generate 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 partner type>.

This agreement describes the framework for implementing the project titled <Project Name from Portal>.

## III. Purpose

The purpose of this PPA is to establish a partnership framework for cooperation between NRCS and Lead Partner on implementation of eligible activities to obtain approved conservation benefits by addressing resource concerns through program contracts with eligible producers and partners within the approved project area. The PPA was developed based on a proposal received under Announcement of Program Funding #<Deadline Grants.Gov> (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 agreement, eligible activities shall be limited to work within the project area (see Attachment A: Project Area Map) reasonably expected to address the resource concerns listed below:

<Insert Resource Concern Categories>

## IV. Responsibilities of the Parties

A. NRCS will:

1. Deliver RCPP assistance for eligible activities as identified in 7 CFR Part 1464. NRCS will provide financial and technical assistance in accord with program policy and Attachment B.
2. RCPP Financial Assistance will be provided via producer contracts, supplemental agreements with eligible partners, or third party contracts under one or more of the five eligible activity types: Land Management/Improvement/Restoration (Land Management), Rental, Conservation Easements Held the United States (US Held Easements), Conservation Easements Held by Eligible Entities (Entity Easements), or Watersheds/Public Works. Obligations and expenditures will follow RCPP program requirements which vary based on activity and award type.
3. Carry out the following minimum Technical Assistance activities associated with RCPP-funded actions—compliance checks required for program eligibility under 7 CFR part 12 and part 1400, subpart F; National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and Endangered Species Act (ESA) compliance activities. Additional RCPP Technical Assistance may be provided by NRCS, eligible partner(s), third parties, or any combination of these entities.
4. Retain responsibility and authority for determining methods and availability of RCPP technical and financial assistance in this project. Where NRCS elects to provide technical and financial assistance funding through RCPP programmatic instruments, RCPP producer contracts or supplemental agreements may be utilized. Once executed, RCPP producer contracts and/or partner supplemental agreements entered into under the general framework of this PPA shall be managed in accordance with RCPP program requirements, as well as the terms of the specific contract or supplemental agreement. Except as noted in those instruments, they shall operate independently of this PPA, under terms and conditions established therein.
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 partner contribution delivery.
6. Within program authorities, make every reasonable effort to accommodate Lead partner project recommendations and project expectations documented in Exhibits 1-6 into RCPP FA and TA awards.
7. Provide annual reviews and recommendations to Lead Partner on ways to improve implementation of both RCPP-assisted and contribution-related conservation activities, and to report on NRCS uses of RCPP technical and financial assistance funds.
8. As part of Technical Assistance commitments, provide support for modeling/monitoring/measuring and reporting of outcomes as described in Attachment C: Data Collection and Outcomes Reporting.

**B.** <Lead Partner Name> will:

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

Deliverables and report them in a timely fashion according to negotiated technical requirements and valuation methods.

2. Acknowledge that NRCS retains final authority with respect to determining the eligibility and valuation of partner contributions provided as part of this project with respect to RCPP reporting and agreement compliance purposes. NRCS considerations in making these determinations shall be informed by, but not limited to, maintaining relationship between contributions and addressing project resource concerns in the project area during the project life.

3. Notify NRCS of any contribution-related deviations from the Attachment B Table of Deliverables as soon as they are known, and no later than the end of the year in which they occur. When factors beyond Lead Partner's control prevent delivery of contributions, Lead Partner may propose scheduling changes and or substitute contribution. However, Lead Partner acknowledges that NRCS retains sole authority to determine if such changes or substitutions will be allowed.

4. Support, complete, or ensure completion of inventories and analysis of all contributions which would not be undertaken but for the RCPP project and all supplemental agreement related RCPP funded activities as determined necessary to fulfil social, economic, and environmental (SEE) impact requirements under the National Environmental Policy Act and related legislation. Generally, where RCPP FA and contribution activities will be implemented concurrently, SEE analysis shall be a shared technical and financial responsibility and may be (partially or wholly) supported by RCPP TA funding. Where contributions are not directly tied to RCPP FA and contribution related activities would not occur but for the RCPP project, Lead Partner assumes added responsibility of developing and providing to NRCS sufficient information to ensure agency SEE analysis requirements are satisfied; analysis in support of "contribution only" partner activities will not generally be supported by RCPP Implementation TA.

5. 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.

6. Actively participate in the development of Exhibits 1-6 (as applicable) to help inform NRCS administration of RCPP funded activities within the project.

7. Where Technical Assistance, Watershed Financial Assistance Activities or supplemental agreements to support realty services are included in the Schedule of Deliverables (Attachment B), lead partner shall assist NRCS in ranking, developing and managing supplemental agreements. In general, where these activities are present in the project, the expectation is that the lead partner shall be responsible for 1) collaborating with NRCS on potential obligations, which shall ultimately be managed by NRCS based on program and project specific eligibility considerations, and SA negotiations, 2) participating in supplemental agreement negotiations and providing concurrence on proposed supplemental agreement deliverables where necessary, and 3) monitoring and reporting of the impact of supplemental agreements on the project as a whole as described in Attachment C and Exhibits as applicable.

8. Submit annual project progress reports and a final report, based on guidance provided by NRCS as further detailed in Attachment C: RCPP Reporting Requirements.

9. Measure/monitor/model and report on the conservation outcomes of the project, as described in Attachment E: Project Outcomes. Guidelines for reporting on the economic/financial and social outcomes of the project will also be included in Attachment E, as applicable. Economic/financial reporting will only be required when such activities were included in a partner proposal as selected, or developed during RCPP project negotiations and documented in the Table of Deliverables.

10. Acknowledge NRCS assistance in public relations or communications materials or events related to RCPP project activities. To the extent possible, provide draft copies of such information to the relevant NRCS State office (potentially to be shared/reviewed by NRCS National Headquarters staff) for review and comment before public release.

11. 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 project activities.

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

1. The NRCS Program Portal (defined here to include any replacement of the existing system implemented by NRCS) will be used to track, monitor, implement and manage this project agreement. 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 and offices will manage their own activities and funding in pursuing the objectives of 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 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 under this PPA, 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, while occupying or visiting the projects under and pursuant to this PPA. NRCS reserves the right and authority to reduce or discontinue RCPP assistance based on funding availability.

3. While funds obligated via producer contracts or supplemental agreements shall generally remain available for those purposes, NRCS reserves the right to cancel or terminate such awards if Lead Partner's failure to deliver contributions would negate the value of NRCS expenditures.

4. Nothing in this PPA commits either NRCS or Lead Partner to obligate or transfer any funds or financial assistance that NRCS may provide to eligible producers or landowners. Specific actions that may involve the transfer of funds, services, or property among Lead Partner

and offices of NRCS will require execution of separate agreements and be contingent upon the availability of appropriated funds and technical services. This PPA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable policies, statutes and regulations. This PPA does not restrict either party from participating in similar activities with other public or private agencies, or organizations, and individuals.

5. 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 project agreement. Project specific details, including needed information sharing, is further addressed in Attachment D.

6. NRCS authority to implement or support 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, the National Environmental Policy Act (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 will either agree to such adjustments or NRCS will terminate this PPA.

## **V. Expected Accomplishments and Deliverables**

RCPP-funded and contribution-based deliverables are listed in the Attachment B: Table of Deliverables. RCPP funded activities implemented under the framework of this PPA must comply with applicable agency policies, including NRCS practice or activity standards and specifications. Upon request, NRCS may consider waiving policy based (non-statutory) requirements, if the agency determines that doing so would result in equal or greater conservation benefits consistent with RCPP purposes and the objectives, 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 NRCS assistance provided via a producer contract or supplemental agreement, or explicitly identified in the Attachment B Table of Deliverables so as to indicate such requirements apply.

## **VI. Technical and Administrative Contacts**

Technical and/legal representatives of this project at the time of award shall be those identified in NRCS Program Portal, and any revisions shall be managed in according to policies set by NRCS. Changes to Lead Partner contact(s) shall require notice from duly authorized partner representative to NRCS via NRCS Programs Portal, and may require amendment to thos PPA as determined necessary by NRCS. .

## **VII. Duration**

This PPA takes effect the date of the final signature of the original PPA agreement by authorized NRCS and **Lead Partner** officers and shall remain in effect for five years or through \_\_\_\_\_ (where a longer or shorter project is explicitly approved by NRCS and documented in the original programmatic agreement) as shown in the portal. This PPA may be extended by mutual agreement once (and no more than once), if determined necessary by NRCS; the extension may not exceed 12 months from the original PPA end date.

## **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 implementation of out-year RCPP funded or contribution deliverables, or delays not greater than 12-months (and not occurring during the final year of the PPA), such deviations may be noted in project management files, and updates to the project agreement records may not be required unless determined necessary by NRCS or requested by the partner. Where lengthier delays or other substantive changes are needed, including changes or additions to Exhibits 1-6, one of the following methods shall be used to initiate and/or document 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 hard copy signatures. NRCS will only approve minor changes when the agency determines changes are consistent with program rules and policy, and would not affect key components of project scope e.g. updates to agreement contracts or exhibits could be a “minor change” while 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, or replacement of the lead partner would not be minor changes.

**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. At NRCS discretion any substantive change to project scope, including but not limited to a decline in total partner contributions, may constitute basis for project termination 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 partners may request that NRCS terminate the partnership agreement, provided the request for termination is in writing, and includes the reasons for termination.
- (2) NRCS may terminate a partnership agreement 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 applicable law 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—
  - (i) Not affect the validity of any program contract that was entered into within the project area encompassed by the partnership agreement; and
  - (ii) Result in the termination of a supplemental agreement unless NRCS determines that the supplemental agreement would continue to provide necessary program implementation assistance to producers with program contracts or otherwise 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 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.
- (7) Liquidated damages.
  - (i) NRCS may include terms in a supplemental partnership agreement that allow for the assessment of liquidated damages against the lead partner in the event of an intentional breach.



(ii) The amount of any liquidated damages will be set at an amount reasonably calculated to reimburse NRCS for its foreseeable losses in the event of noncompliance and will not be punitive in nature.

**X. Attachments and Exhibits**

**RCPP Partnership Agreement Specific Forms:**

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

Attachment E: Project Outcomes

Exhibit 1: Land Management Activity Expectations Exhibit 2: Rental Activity

Expectations Exhibit 3: US Held Easement Activity Expectations Exhibit 4: Entity Held Easement

Activity Expectations Exhibit 5: Watershed Activity Expectations Exhibit 6: Technical Assistance

Activity Expectations

**XI. Signatures:**

**A. Lead Partner (Sign First)**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**B. NRCS (Sign Last)**

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