RCPP Supplemental Agreement For Alternative Funding Arrangement Financial Assistance Entered Into By USDA Natural Resources Conservation Service And <Partner> In Support of RCPP Project <NAME>

Introduction:

This Supplemental Agreement (SA) documents the terms and conditions of a relationship between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS), henceforth "NRCS", and the < partner>, henceforth "Awardee". Collectively, NRCS and Awardee are referred to as "Parties".

Under the terms of this SA (and the Programmatic Partnership Agreement [PPA] of which it is a part), Awardee shall provide financial assistance as described in this agreement to support <RCPP Project #, RCPP Project Name>.

I. Authority

This SA is entered into in accordance with RCPP and related authorities 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) (16 U.S.C. 3871 *et seq*.)
- The Commodity Credit Corporation Charter Act (15 U.S.C. 714 *et seq*.)
- 7 CFR Part 1464
- Announcement of Program Funding Number **<Grants.gov Number from PPA>**

II. Background

RCPP is a voluntary conservation program which provides NRCS authority to collaborate with an eligible lead partner to develop a PPA to address one or more resource concern categories in a project area. PPAs document both anticipated RCPP-funded financial and technical assistance activities, as well as partner funded activities (contributions). NRCS administers RCPP-funded activities through a combination of RCPP program contracts with producers, agreements with eligible partners, and NRCS-provided technical assistance.

Generally, RCPP funding is provided to help farmers, ranchers, and other landowners to address natural resource concerns on the Nation's private and nonfederal land. In AFA projects, NRCS provides RCPP financial assistance to producers via an eligible partner under terms of the PPA and the SA.

Awardee is an eligible **<partner type from portal partner type drop down>** and, based on negotiations documented in Attachment 1 to this SA, agrees to provide services as described in this SA (and the PPA of which it is a part).

RCPP FA funding will be obligated by this agreement, and payment of same shall be earned when delivered by a partner per terms of this agreement.

III. Purpose

The purpose of this SA is to establish the terms and conditions under which the Awardee will provide services to support the RCPP project **<Name and Number>** under which this SA is executed.

Specifically, the Awardee agrees to provide Alternative Funding Arrangement Financial Assistance to address resource concerns and provide conservation benefits to eligible producers and eligible lands in the project area.

IV. Responsibilities of the Parties

A. **NRCS will**:

1. Negotiate standards and expectations for all RCPP program activities and/or support this SA by making planning, practice and activity standards and templates available where applicable to negotiated project deliverables.
2. Fulfill responsibilities under this SA in a manner consistent with the RCPP project in compliance with applicable RCPP and related federal requirements.
3. Reserves authority for determining eligibility, technical adequacy, and documentation required of Awardee to demonstrate completion and payment eligibility for eligible activities under this SA.
4. Make available funds up to the amount as described in Attachment 1 of this SA.
5. Provide payment for eligible activities upon NRCS acceptance of Awardee documentation of completed work or acceptable request for advance reimbursement (see Attachment 2).
6. Support reasonable modifications as needed to facilitate delivery of assistance under the terms of this SA where NRCS determines that modifications will support Project Agreement scope, meet RCPP Project purposes, and consistent with RCPP requirements.

B. <Awardee Name> will:

1. Deliver all assistance per terms included in NRCS approved plans, environmental analyses and designs, and in accordance with this SA.
2. Acknowledge that NRCS retains final authority with respect to determining the eligibility and acceptability of all activities, and payment methods supporting their completion.
3. Notify NRCS of any anticipated delay in delivery of scheduled items no later than three months prior to their scheduled delivery dates. When factors beyond Awardee's control prevent delivery of scheduled items, Awardee may propose scheduling or other modifications. However, Awardee acknowledges that NRCS retains sole authority to determine if such modifications will be allowed.
4. Acknowledge and accept that NRCS payments for scheduled deliverables are limited to amounts on a unit and item basis, and as such NRCS shall not pay on any basis other than what is documented in this SA based on approved valuation methods.
5. Make timely request for re-imbursement for all completed or partially completed deliverables, as specified by NRCS (See Attachment 2).
6. 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 for review and comment before public release.
7. Have responsibility, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between Awardee and third parties to carry out eligible activities under this SA.

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

1. The RCPP Portal (also known as the Partner Portal) or successor software platform may be used to identify SA deliverables and payment methods. Parties agree to use this platform, and to collaborate there to document SA progress and payments as specified in Attachment 2.
2. 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 agreement, 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 agreement. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
3. Funds obligated via this SA shall generally remain available for work completed during the term of the SA as executed; additionally, the term of the SA shall not exceed the life

of the PPA, unless a longer SA term is determined necessary by NRCS. Terms of the SA may be amended only in accordance with the terms of this part and Part VII below.

4. 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, are further addressed in Attachment 3.
5. NRCS authority to implement or support project activities is also subject to statutory and regulatory requirements, Executive Orders, and other legal requirements, 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; and Office of Management and Budget (OMB) Circulars, and related requirements. Where such requirements necessitate adjustments to the terms and conditions of this SA, the Parties will either agree to such adjustments or NRCS will terminate this SA.

V. Deliverables

SA deliverables, including valuation methods are negotiated, and attached hereto as Attachment 1. Any failure to deliver according to agreed-to Attachment 1, provide required documentation, or satisfy NRCS technical standards shall be considered basis for denial of request for payment, unless changes are approved by NRCS in accordance with Part VIII below.

VI. Technical and Administrative Contacts

Technical and/legal representatives of this SA at the time of award shall be those identified in NRCS agency software (e.g. RCPP Portal), and any revisions shall be managed according to policies set by NRCS. Changes to Awardee contact(s) shall require either notice from duly authorized partner representative to NRCS through either 1) updates in Agency/Departmental approved software, or 2) written letter.

VII. Duration

This SA takes effect the date of the final signature and shall end at the end of the month 12 months after the last scheduled practice or activity in this agreement. This SA may be extended by mutual agreement, if determined necessary by NRCS.

Start Date: _____ End Date: <SA Expiration Date>

VIII. Project Changes: Minor Changes and Modifications

Either party may request changes to this SA during its term.

The Parties acknowledge that minor changes in the project schedule may be necessary; where such issues are limited to accelerated implementation of out-year practices or activities, or implementation delays not greater than 12-months (and not occurring during the final year of the SA), such deviations may be noted in project management files, and updates to the schedule of operations may not be required unless determined necessary by NRCS or requested by the participating partner.

Where lengthier delays or other substantive changes are considered, formal modification processes must be followed. In a modification, the parties, through mutual written agreement may change terms of this SA to effect substantive changes, including but not limited to rescheduling of delayed items; changes to the extent, unit cost, or valuation methods; or other negotiated aspects of deliverables as documented in an updated Attachment 1. NRCS will only approve modifications if it determines that the changes are consistent with the RCPP requirements, meet project purposes (including the basis for project selection), are within project parameters, and are in the best interests of the Government.

IX. Termination

1. Awardee may request that NRCS terminate the SA, provided the request for termination is in writing, and includes the reasons for termination.
2. NRCS may terminate this SA agreement if—
    a. Justified by the reasons provided by the Awardee;
    b. NRCS determines that a modification of the SA agreement is necessary to comply with applicable law and the Awardee does not concur with such modification; or
    c. The Awardee fails to correct noncompliance with term(s) of the SA.
3. A termination may be justified by circumstances beyond the Awardees' control that prevents completion of one or more provisions of the SA, such as a natural disaster or other circumstances in which NRCS may determine that termination is in the public interest.
4. If this SA is terminated, the Awardee forfeits all rights to any remaining payment under this SA.
5. Effect on other agreements. Termination of this SA will not affect the validity of the PPA, any other SA, or program contract entered into with a producer under this project, unless NRCS determines that termination of this SA negates the validity of the PPA, or unequivocally compromises the agency ability to deliver FA under the PPA.
6. Refund. If NRCS terminates this SA due to noncompliance with its terms or conditions, the Awardee will also refund all or part of any payments received by the Awardee, plus interest.

X. Attachments

Attachment 1: Schedule, Payment Methods, and Participant Information from Portal
Attachment 2: Payment Eligibility and Process
Attachment 3: Privacy and Confidentiality
Attachment 4: General Terms and Conditions
Attachment 5: Additional Terms and Conditions

XI. Signatures:

A. Awardee

By signature below signatory certifies that 1) the Awardee 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 Participating 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