



# Lead Partner Guide for RCPP Classic Projects

**Regional Conservation  
Partnership Program**

**Farm Bill 2018**

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**Natural Resource Conservation Service**



**United States  
Department of  
Agriculture**

# Letter from the RCPP Program

Congratulations on your selection to lead a Regional Conservation Partnership Program (RCPP) project! To date the RCPP program has committed over a billion dollars to improve the nation's water quality, combat drought, enhance soil health, support wildlife habitat and protect agricultural viability. RCPP is a locally-led program that relies on strong partnerships between the Natural Resource Conservation Service (NRCS) and organizations like yours.

This guide is designed to provide lead partners with the information they need to successfully negotiate and implement their RCPP projects. The first step to formalizing your award is to negotiate a Programmatic Partnership Agreement (PPA). This will define the roles and responsibilities for your organization and NRCS and lay out the milestones and deliverables for the project. After the PPA has been signed, we'll then negotiate Supplemental Agreements (SAs) for any work for which NRCS will reimburse you. While you can start counting your contributions as of the day of your award announcement (with NRCS's concurrence), we cannot reimburse you nor any other partner for work performed before we have an executed Supplemental Agreement between NRCS and that partner.

We look forward to working with you to make your project a success in the coming years! If you ever have any questions, please do not hesitate to reach out to your State RCPP Coordinator or us.

Sincerely,

The RCPP Team



**Projects Branch  
Financial Assistance Programs Division  
Natural Resource Conservation Service**

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# 1) Overview of RCPP

## a) Timeline

Your proposal was just selected for funding, congratulations! Now you may be wondering, what's next?



The first step is to negotiate a Programmatic Partnership Agreement (PPA). Each project has a single PPA between the lead partner and the lead NRCS State Office. This agreement functions like a Memorandum of Understanding that defines roles and responsibilities for both NRCS and the lead partner. PPAs also clarify project deliverables, finalize the project timeline and include the lead partner's approach for reporting outcomes. Important to understand is that the PPA does not obligate funds to the partner or producers, but instead reserves NRCS funding for the specific conservation activities and project areas outlined in the agreement. The PPA outlines how funds will be allocated between states in a multi-state project.

NRCS understands that over the course of a five-year project, situations may arise that change the course of the project. In such circumstances, PPAs can be amended at any time during the life of the agreement.

For many projects, the next step in the project will be to negotiate a Supplemental Agreement (SA) between NRCS and an eligible partner. A SA obligates funds to an eligible partner for specific defined activities. Most typically a SA will cover technical assistance (TA) activities performed by the partner and reimbursed by NRCS. Less frequently, in RCPP Classic, a SA may be used to obligate Land Management or Watershed financial assistance (FA) funding for work performed by the partner and reimbursed by NRCS. **A partner cannot be reimbursed for work performed before a SA is negotiated and signed by both parties.** SAs are covered in section 3 of this guide.

*Note: In some cases, it may be appropriate and desirable for NRCS to negotiate and execute a SA with a partner that is not the lead partner. In such cases, the lead partner is not involved in the negotiation of a SA between NRCS and a non-lead partner.*

The majority of RCPP funded FA in each RCPP Classic project will typically involve contracts between NRCS and producers or landowners. NRCS collaborates with lead partners, as outlined in the terms of the negotiated PPA, to announce competitive FA enrollment opportunities. Partner opportunities for input into FA contract selections include input into application ranking criteria and partner-bundled FA applications (in addition to any pre-selected parcels/lands identified in a proposal as pivotal to RCPP project success). FA enrollment timing is an important part of the PPA negotiation and may occur before or after the negotiation of SAs with eligible partners.

## b) Roles & Responsibilities

RCPP's purpose is to fund conservation projects in which NRCS and partners collaborate to target funding to priority places to implement conservation activities to address a specific resource concern(s). In RCPP Classic, while the financial assistance paid to producers and landowners flows through NRCS contracts, easements and agreements, partners (and specifically lead partners) have a variety of ways

they can influence what NRCS pays for and the producers and landowners targeted for project participation. Below are some examples of how lead partners can influence RCPP Classic projects:

- Geographic targeting—in their proposals, lead partners identify a project area within which project funds are expended. Partners may also propose more granular targeting of project funds through the use of watershed plans and modeling or other geographic targeting approaches.
- Resource concerns—in their proposals, lead partners identify the resource concerns the project will address. These resource concerns can generally not be adjusted post-award, except in the case of obvious error.
- Project activities—in their proposals, lead partners identify the combination of RCPP activity types (land management, rental, entity-held easements, U.S.-held easements and watershed projects) to be used for the project. These activity types can be adjusted, if necessary, during partnership agreement negotiations with NRCS.
- AGI waivers—lead partners can apply for an AGI applicability waiver (see section 2.e.i.), if applicable.
- Parcel pre-selection—lead partners in their proposals may identify lands critical to the ultimate success of the project. This is known as parcel pre-selection. Think, for example, of a farm or ranch that serves as a wildlife corridor for an endangered species. Pre-selected parcels are not guaranteed funding but are exempt, in most circumstances, from additional application competition once the project is initiated. Producer and land eligibility requirements still apply.
- Bundled applications—lead partners can bring to NRCS a group of producers or landowners that NRCS can prioritize for project participation. This is known as an “application bundle.” Selection and funding of bundled applications is not guaranteed but those applications do get a leg up in the application ranking process.
- Technical assistance funding—during project negotiations, partners may request both Enhancement Technical Assistance (TA-E) (for project-level TA activities) and Implementation TA (TA-I). These concepts are discussed in section 2.c.i. of this document.

Lead partners coordinate with State RCPP staff when negotiating the project elements listed above. While RCPP funding opportunities are managed by the national RCPP Team, once an award is made the relevant NRCS State and Field Offices manage and administer PPAs, SAs, producer contracts, and agreement/contract payment requests. The Lead State RCPP Coordinator will be the primary POC for the lead partner for the agreement negotiation process and throughout project implementation.

The following table outlines high-level responsibilities of NRCS and the Lead Partner. The list is not comprehensive and ultimately may be negotiated in the PPA and, if applicable, in SAs.

	NRCS State & Field Offices	Lead Partner
Required	<ul style="list-style-type: none"> <li>• Negotiate PPA and, as required, SAs</li> <li>• Execute SA with partners and producer contracts with eligible producers and landowners</li> <li>• Verify program and participant/partner eligibility prior to payment</li> <li>• Complete NRCS section of annual reports including TA usage</li> </ul>	<ul style="list-style-type: none"> <li>• Negotiate PPA</li> <li>• Submit annual reports to NRCS</li> <li>• Submit final report to NRCS</li> <li>• Deliver contributions as agreed to in the PPA</li> <li>• Collect data and report on outcomes as included in the PPA</li> </ul>

	NRCS State & Field Offices	Lead Partner
	<ul style="list-style-type: none"> <li>• Provide semi-annual reports to the lead partner on the status of all producer contracts</li> <li>• Complete NRCS section of final report</li> <li>• Provide producer data to lead partner consistent with the terms of the signed confidentiality agreement</li> <li>• Provide TA in support of producer contracts and US-held easements</li> </ul>	
Optional (as dictated by the needs of the project)		<ul style="list-style-type: none"> <li>• Negotiate Supplemental Agreement(s) for partner-delivered and NRCS reimbursed work.</li> <li>• Submit bundled producer applications to NRCS</li> <li>• Provide TA to support execution of producer contracts and Entity-Held easements.</li> <li>• Provide input to NRCS on producer/landowner application ranking process</li> </ul>

**Note:** Lead partners are not involved in the negotiation of Supplemental Agreements entered into by NRCS and a non-lead partner and will not have view or edit access to these SA records.

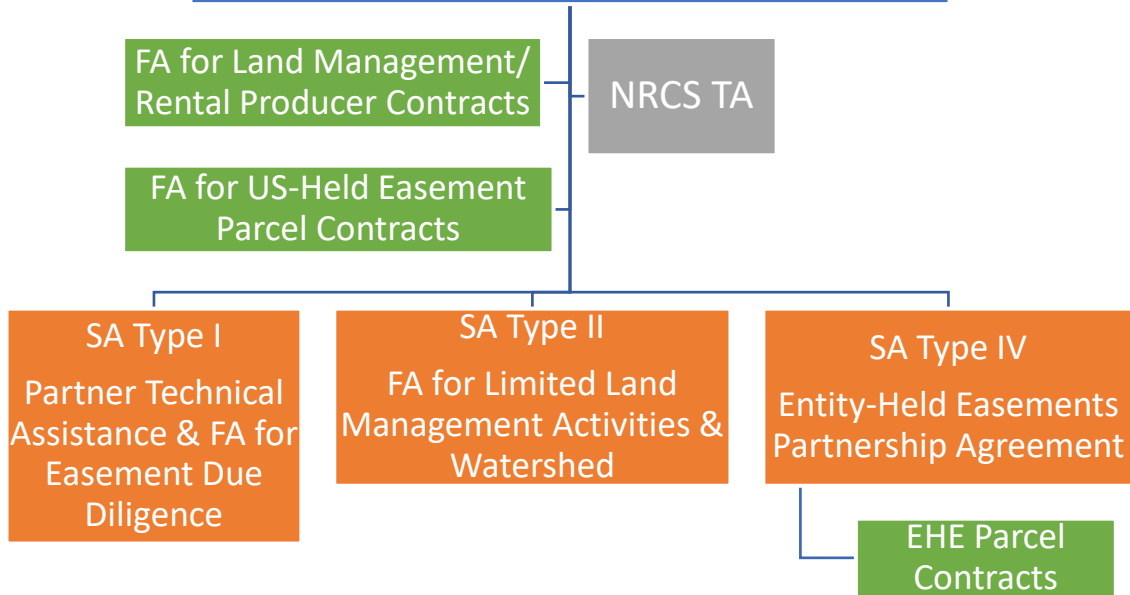
### c) Project Components

An RCPP project includes several components. At a minimum it includes a PPA, RCPP funds set aside for producer contracts and easements, partner contributions (which may include FA and/or TA), and NRCS TA to support producer contracts and easements. If the project includes specific types of partner-delivered, NRCS-reimbursed TA or FA activities, it may also include a SA agreement(s) to obligate funds to a specific eligible partner. Below is a graphic showing the RCPP programmatic instruments which may be included in an RCPP project.

**Note:** A Type I or II SA is with a single partner. A separate SA is required per type and per partner, for all activities directly reimbursed by NRCS.



# Programmatic Partnership Agreement





## 2) Negotiating your Programmatic Partnership Agreement

### a) Overview of the PPA

#### i) Overview

The purpose of the Programmatic Partnership Agreement (PPA) is to document project responsibilities for NRCS and the Lead Partner, list project deliverables and contributions, and describe the lead partner's plan for reporting project outcomes. Once executed, the PPA includes a schedule of RCPP funded obligations and delivery of partner contributions. PPAs do not obligate RCPP or partner funds for those purposes.

The PPA outlines partner responsibilities for:

- Project Contributions
- General Partner Match Requirements associated with Entity-Held Easements and Watershed FA activities.
- Outcomes Reporting
- Ensuring the Privacy/Confidentiality of Producer & Landowner information

The PPA is also where the partner can outline NRCS responsibilities such as:

- Project budgets by state, activity, and contract type (deliverables)
- Integrating partner contribution activities with ranking for RCPP funded awards, and other special considerations for producer contracts and easements (exhibits)

The Programs Portal, which houses PPAs, imports data from lead partner proposals to initiate development of the PPA. Most of this imported data can be re-negotiated but all must remain consistent with the scope of the proposal. Some key aspects of the proposal cannot be changed during PPA negotiation, including the contribution ratio, geographic boundary of the project area, and partner-defined conservation benefits of the project.

#### ii) PPA Attachments

The PPA will be generated by the Portal based on data entered by the lead NRCS state office and lead partner. It includes five attachments that are either generated as part of the Portal PDF or attached separately.

Programmatic Partnership Agreement (generated by the Portal)

1. Attachment A – Project Area Map (uploaded to the Portal)
2. Attachment B – Table of Deliverables (generated by the Portal from negotiated deliverables)
3. Attachment C – RCPP Reporting Requirements (auto generated by the Portal, no user inputs)
4. Attachment D – Privacy/Confidentiality Agreement (uploaded to the Portal, based on negotiated project particulars)
5. Attachment E – Project Outcomes (generated by the Portal, based on negotiated PPA inputs)

### b) Activity Types & Conservation Benefits

#### i) Activity Types

In RCPP, FA Activity Types define the general types of conservation work that can be performed using RCPP FA funding. All RCPP funded FA activities must address one-or-more “conservation benefits”

identified by the lead partner’s proposal, and must directly benefit eligible lands and producers. While the RCPP Activity Types mimic the authorities of the associated covered programs, RCPP FA activity awards are not necessarily subject to all of the covered program specific eligibility requirements. For example, entity held easements in RCPP are available for working lands, forests and wetlands, not just working lands (as in ACEP-ALE) – so long as the easement land and land owner are eligible, and the proposed easement purpose will further the RCPP project conservation values. While negotiating the PPA, the partner and lead State may add or remove entire activity types from the project as long as this addition/deletion does not prevent the project from achieving the project scope as described in the proposal.

RCPP FA Activity Types	Associated Covered Program Authorities
<b>Land management</b>	EQIP, CSP, ACEP-Wetland Reserve Easements (WRE) (restoration), HFRP (restoration), some elements of Public Law 83-566 Watershed Program authorities
<b>Land rental</b>	CRP
<b>Easement (U.S.-held)</b>	ACEP-WRE, HFRP (easement); expanded to include land uses and purposes other than those traditionally eligible under the covered programs (e.g., grasslands, floodplains, agricultural lands, riparian areas)
<b>Easement (entity-held)</b>	ACEP-Agricultural Land Easement (ALE), Public Law 83-566 (floodplain easement); expanded to include easements on land uses other than those traditionally eligible under the covered programs (e.g., wetlands, non-industrial private forest lands)
<b>Public works/watersheds</b>	Eligible infrastructure work, similar to dams (and some channels) authorized under Public Law 83-566 Note: RCPP authority generally excludes recreation and municipal water supply purposes allowed under PL-566 as those purposes are inconsistent with RCPP’s farm bill eligibility requirements.

For both types of easement activities, partners should not include the cost of restoration under either easement activity type. Restoration activities associated with easements should be included under the Land Management activity type. For additional notes on each activity type see **Appendix C**.

ii) Conservation Benefits

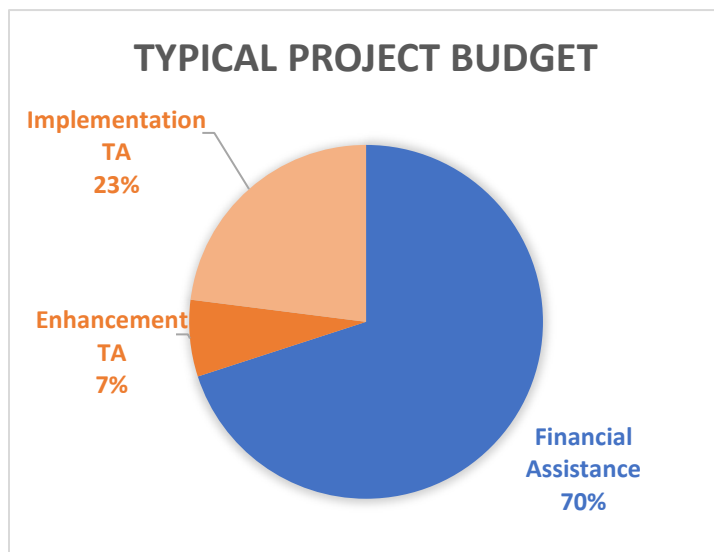
Except to correct errors in the proposal, the conservation benefits cannot change while negotiating the PPA, except to correct obvious errors. Once the PPA is signed and activated, the conservation benefits cannot be adjusted through any subsequent agreement amendments.

## c) Deliverables

### i) Overview of Deliverables

A standard RCPP project has the following budget structure.

**Financial Assistance (FA)** – FA is typically used to implement conservation activities on the ground. A standard RCPP project includes 70% FA. If the lead partner opts not to request the maximum amount of TA-E, TA-I is still capped at 23% and the remainder of the requested funds may be used for FA. To set an FA allocation greater than 70% (or 77% in projects without TA-E), the partner must request a policy waiver. Work with the lead State RCPP Coordinator to submit this request.



**Technical Assistance (TA)** – TA is set aside to support the implementation of conservation activities. TA is divided into two types.

**Enhancement TA (TA-E)** – TA-E is used for project-level activities such as project management, coordination, communications, and reporting. Please see the relevant funding opportunity for a list of eligible TA-E activities. Under some funding opportunities only the lead partner can earn TA-E. TA-E cannot exceed 7% of a project’s total budget—if project enhancement activities exceed 7% of the total project budget, it is expected that partner contributions will cover the remaining need.

**Implementation TA (TA-I)** – TA-I is used to support activities that help producers, landowners and communities implement conservation on the ground. TA-I is 23% of a project’s budget and is generally reserved for NRCS though can be negotiated by partners in cases where partners or a third party can demonstrate the capacity and capability to deliver TA-I similarly to NRCS. A minimum of 5% of a project’s budget is reserved for NRCS TA-I for non-delegable tasks including but not limited to verifying producer eligibility, Highly Erodible Land-Wetlands Compliance, and NEPA determinations.

**Note:** Depending on the mix of FA activity types included in the PPA, TA-I available for obligation to partners through a SA may be limited. Additionally, for partners to be able to provide TA-I, NRCS must ensure negotiated SA includes defensible technical requirements and valuation methods. Technical requirements may include certification in NRCS planning procedures or practice standards, as well as other applicable job approval authorities. Partners should not expect to be reimbursed for due diligence or TA-I activities in support of Entity-Held Easements. Please see Appendix A for more detail.

### ii) Financial Assistance Deliverables Table

The FA deliverables table determines the schedule and budgets for obligations, in addition to state-by-state allocations for RCPP FA deliverables in the project. This is pre-populated from the proposal but

may be updated if the revised project plan still aligns with the goals and objectives of the proposal. Below are key elements of the FA deliverables table.

**Calendar Year** – The PPA should include a realistic timeline for obligating funds for FA activities. As the PPA schedules RCPP obligations, states/partners are encouraged to plan obligations as early as possible in the 5-year term of the project so that funds can be expended and so that partners can measure and report on project outcomes.

FA may be obligated ahead of schedule, which does not trigger a PPA amendment. Delays up to one year are also allowable without PPA amendment, but ONLY prior to the last year of the PPA. Any lengthier delay in FA obligations (or contribution deliverables, see below), or delays affecting the final year of the PPA will require an amendment to the PPA. Given NRCS authority to accelerate obligations, states may elect to lump FA obligations in otherwise identical deliverable(s) and schedule them late in term of PPA. Where this flexibility is used, the parties to the agreement must use the notes column to estimate how much will be obligated each year.

**State** – This is the state that will receive the funds associated with each deliverable. For producer contracts, this is also where the work will be completed. For supplemental agreements and 3<sup>rd</sup> party contracts, this is the state that will manage the contract but does not have to be the state where the work will be performed.

**Activity Type** – Please see the notice of funding opportunity (NFO) for general descriptions of eligible activities within each activity type and consult with the lead state RCPP coordinator for additional details. If a project includes multiple activity types, the partner and state may update the budget for each activity type during the initial PPA negotiation or through PPA amendment(s).

Unless defined in the proposal, work under the Land Management activity type is generally carried out through producer contracts. In limited situations, a partner may implement part of a project's Land Management work through a supplemental agreement per 7 CFR Part 1464.26(d). However, the RCPP regulation and policy establish strict limits on the availability of SA for FA implementation in RCPP.

**Contract Type** – NRCS uses three basic contract types for FA and TA delivery. Not all contract types are available for all activity types. See appendix C for a table of contract types available depending on the project type and activity type.

Producer Contracts – This is a contract between NRCS and an eligible producer/landowner. These contracts are subject to NRCS ranking/screening processes (unless a proposal specifically identifies lands or parcels as pivotal to project success and PPA negotiations support pre-selection of these lands without requiring additional competition). Lead partners can provide input into the ranking/screening process and this should be discussed with the State RCPP Coordinator during completion of the relevant activity type exhibit(s).

Supplemental Agreements – This is an agreement between NRCS and an **eligible partner**. Supplemental Agreements will be negotiated after the PPA has been signed and will obligate funds to a specific entity for specific purposes (see page 15 below for more details). Deliverables within the SA will require greater detail than what is required in the PPA. SA are contracts, not grants, and the technical requirements and valuation methods in each SA are binding at the deliverable level.

*Note: See the RCPP Rule (7 CFR Part 1464) for the definition of an eligible partner.*

3<sup>rd</sup> Party Contracts & Reserves – Funds within this category will be allocated to a project state based on PPA deliverables, to be used by NRCS to deliver project specific eligible TA or FA activities. Funds in this category are generally used to enter into contracts between NRCS and a third party, for example to carry out engineering services as part of the project. States may also identify the need to hold funds in reserve until later in a project, when specific uses are identified.

### iii) Technical Assistance Deliverables Table

Similar to the FA Deliverables table, each PPA includes a TA Deliverables table. Key elements are described below:

**Calendar Year** – The PPA should include a realistic timeline for implementing TA activities. NRCS staff will ensure that NRCS-use TA funds are entered correctly. Similar to project FA, TA may be expended or obligated early without amending the PPA. Delays up to one year are also allowable without PPA amendment, but ONLY prior to the last year of the PPA. Any delay greater than 12 months in partner TA obligations or NRCS TA expenditures/obligations requires an amendment to the PPA. Given NRCS authority to accelerate obligations, states may elect to lump TA obligations in otherwise identical deliverable(s) and schedule them late in term of PPA. Where this flexibility is used, the parties to the agreement must use the notes column to estimate how much will be obligated each year.

**State** – This is the state that will receive the funds allocation associated with each deliverable. For supplemental agreements and 3<sup>rd</sup> party contracts, this is the state that will manage the contract but does not have to be the state where the work will be performed.

**Activity Type** – For TA there are three types.

Enhancement TA – This is project-wide support performed by an **eligible partner** and reimbursed by NRCS. It includes project management, communication and coordination, conservation innovation, outreach and education, and outcomes assessment.

Partner Implementation TA – This activity type includes a schedule and budget for activities to be performed (or subcontracted) by an **eligible partner** and reimbursed by NRCS in support of specific producer contracts, easements, and/or applications via a supplemental agreement.

NRCS Implementation TA – This activity type encompasses all TA work performed in support of this project by NRCS or contracted by NRCS through a producer contract. This includes all non-delegable tasks which must be performed by NRCS (PPA and SA management), producer contract related decision making, and any potentially delegable tasks NRCS elects to retain TA-I funding for within each project (as informed by partner negotiations).

**Contract Type** – Partner TA deliverables should be labeled with the Supplemental Agreement contract type while most NRCS TA will be labeled NRCS Use. The contract type NRCS Use in Producer Contracts is for specific Technical Service Provider (TSP) contracting. See appendix C for a table of contract types available depending on the project type and activity type.

Supplemental Agreements – This is an agreement between NRCS and an **eligible partner**. Supplemental Agreements will be negotiated after the PPA has been signed and will obligate funds to a specific entity for specific purposes. Deliverables within the SA will require greater detail than what is required in the PPA.

*Note: See the RCPP Rule (7 CFR Part 1464) for the definition of an eligible partner.*

NRCS Use, 3<sup>rd</sup> Party Use, and Producer Contract – Funds within this category will be used by NRCS to support the project for which they are allocated.

#### iv) Partner Contributions

Each PPA includes a table describing the partner contributions contributed by the lead and other partners. The fields below are included in the partner contributions table:

**Calendar Year** – The PPA should include a realistic timeline for delivering partner contribution. The year selected for should reflect the calendar year when contributions will be delivered/expended. Contributions can be delivered early without amending the PPA but delays greater than one year, or affecting the final year of the term of the PPA, will require a PPA amendment. Partners may lump all deliverables of the same type into the final year, but use the notes column to estimate how much will actually be expended each year.

**State** – This is the state where the contribution will be delivered.

**Activity Type** – Select from the drop down which includes all FA and TA activity types. Unless a given contribution is equivalent to NRCS activity requirements (e.g., Land Management practice standards, Entity-held easement match), then the “other eligible activity” type should be selected. Where contributions will be delivered to related NRCS requirements, notes and valuation methods should also note the applicable standards.

**Funding Source** – Select from a drop down to indicate whether the partner contributions are from the lead or contributing partner and whether they are federal or non-federal funds.

**Lead** – Identify which project partner is delivering the contribution. (Note: this may or may not be the project’s lead partner. In all cases, lead partners are ultimately responsible for delivery of project contributions).

**Typical Activity** – This is auto populated based on the proposal but should be updated to explain in greater detail the eligible activity reflected by each contribution.

**Extent** – Depending on the measurement unit, this is the number of units that will be delivered (i.e., number of acres, number of producer contracts, or total dollars delivered).

**Measurement Unit** – Select from the drop down.

**Cash/In-Kind** – Select from the drop down. Cash contributions are typically items paid for by a partner such as financial assistance and contracts to support the project. In-Kind contributions are typically staff time or existing organization resources such as fencing the partner has within their warehouse.

**Budget** – Enter the total estimated value of deliverables.

**Notes** – If a partner is lumping multiple years of contributions into a single line, use this field to describe the estimated timeline for contributions (i.e., a plan to deliver 20% contributions each year).

**Valuation Methodology** – Upload a document explaining how the value of the contribution was estimated, and how it will be tracked by lead partner to defend reported contributions in event of an audit. The portal requires an upload per partner per activity type, but the same document can be used more than once provided it clearly breaks out contributions by partner and activity type.

**Contribution as Match** – check this box ONLY if Entity-Held Easements or Watershed activity is included in the PPA as they are the only RCPP FA activity types with formal match requirements.

## d) Outcomes

Outcomes are the measurable environmental, economic and social impacts of RCPP project activities. Examples of outcomes include pounds of nitrogen runoff avoided, tons of carbon sequestered, cost savings to producers, number of neighboring producers adopting a practice, decision factors leading to producer adoption of a soil health management system, etc. These are just examples--project outcomes should reflect the local conservation, economic and social priorities of each project's partnership, producers, private landowners and communities.

For RCPP, partners are required to report on their projects' environmental/conservation outcomes. Reporting on economic and social outcomes is recommended and is required if lead partners indicated their intent to report on them in their proposals.

As part of their PPA, lead partners must provide details on their plans to report on project outcomes, including the following fields.

**Outcome Title** – Enter a unique title for each outcome. The PPA is required to have at least one conservation outcome for the primary resource concern identified in the proposal. As stated above, economic and social outcomes are optional unless they were included in the project proposal.

**Resource Concern** – Select from the drop down of project resource concerns. Please note this field will not populate unless the Activity Types and Conservation Benefits tab has been saved.

**Treatment** – Describe the specific activities that will be used to address the resource concern. This may include a list of NRCS practice standards or may be the number of acres targeted for easements.

**Outcome Metric** – Enter the standard by which the partner will evaluate the treatment's impact on the resource concern. For habitat protection, this may be an estimate or count of a specific species' population growth over time. For water quality, this may be samples taken from rivers throughout the project area to demonstrate reductions in nutrient runoff.

**Measurement Type** – Select from a drop down the approach that best describes out the how the outcomes metric will be measured or estimated.

**Reference/Source** – Describe the methodology used for outcomes reporting, or what equipment will be used to measure or monitor outcomes.

**Description** – Provide any additional detail on how project outcomes will be measured and reported on.

## e) Exhibits

Exhibits are generated based on the activity types included in the agreement. Lead partners will work with NRCS staff to fill out an exhibit for each FA activity type (plus one for Enhancement TA, if applicable). For example, if a project includes Land Management and Entity-held easements, the PPA will include two FA exhibits. If the project only includes Land Management, there will be a single FA exhibit.

These exhibits represent the best opportunity for lead partners to provide input on how the project will be implemented. Lead partners should work through the exhibit(s) carefully with NRCS staff. Exhibit questions can be found in **Appendix D**.



#### i) Adjusted Gross Income Waivers

RCPD includes a unique Adjusted Gross Income (AGI) waiver opportunity known as an applicability waiver. An approved AGI applicability waiver removes the requirement for individual producers or landowners to submit a CCC-941 to determine if they exceed the AGI limitation and allows payments to producers or landowners that are **known to exceed** the AGI limitation. During the PPA negotiation, lead partners may request an AGI applicability waiver for one or more specific FA activity type(s). Once a PPA is executed, the opportunity to secure an AGI applicability waiver is gone. AGI Applicability waivers do not waive requirements for producers or landowners to submit other required payment eligibility documentation to FSA.

To obtain an AGI applicability waiver, the lead partner must provide a justification of how the waiver will further the project's goals and outcomes. An AGI applicability waiver will not be approved if NRCS believes it would undermine NRCS's responsibility to avoid adverse impacts to the ability of protected classes to compete for and receive project funding. The waiver justification may address the need for fair competition among all eligible participants in an area were **some but not all potential applicants are believed to exceed AGI requirements**.

If a project does not include an AGI applicability waiver, individual landowners may still apply for a contract-specific AGI limitation waiver if the landowner's participation will protect environmentally sensitive land of special significance. This does not waive the landowner's requirement to obtain an AGI eligibility determination but will allow payments to producers that exceed the AGI limit.

#### f) Maps

NRCS state staff have received specific training and criteria for RCPD project mapping requirements. The lead partner should work with the NRCS State Office to ensure the project area map is clear and shows the full boundary of the project area. In RCPD projects, the project area map may inform ranking applicability standards, and must reflect the area covered by the project as described in the original partner proposal. Maps for projects within a Critical Conservation Area cannot include counties that are not at least partially in the CCA.

#### g) Privacy/Confidentiality Attachment

NRCS must abide by producer confidentiality provisions included in the Farm Bill. However, lead partners will often need access to NRCS producer contract/easement information to report on partner outcomes. As a result, a Confidentiality Agreement is a required component of each PPA. The Confidentiality Agreement outlines what producer or landowner information can be shared between NRCS and the lead partner or its representatives. It also limits what information partners can share. There are three confidentiality agreement options that can be negotiated and ultimately signed as part of the PPA.

- **Standard Agreement** – NRCS and the lead partner may choose to sign the confidentiality agreement as written. By default the standard agreement will include some producer information that may not be needed by the lead partner, if that is the case the lead partner and NRCS should uncheck boxes for the types of producer information that are not required.
- **Variance Agreement** – If the lead partner proposes any changes to the standard confidentiality agreement (e.g., to add, remove, or update language in the template agreement), a USDA Privacy Officer will need to review and approve any changes. Please note this review may delay

implementation of the PPA by several weeks and because of the constraints imposed by the Farm Bill's privacy provisions, little flexibility exists for language changes.

- **Waiver** – If NRCS determines that the lead partner is subject to state “sunshine laws” and project particulars support the conclusion that information sharing between NRCS and the lead partner is not necessary for project success, a confidentiality agreement waiver may be negotiated and agreed to. A waiver is not an option if the lead partner intends to perform any implementation technical assistance in support of RCPP assisted producer contracts or easements.

### 3) Negotiating Supplemental Agreement(s)

Supplemental Agreements are a new type of agreement developed to help implement 2018 Farm Bill RCPP projects. There are four types of Supplemental Agreements: a) Types I-III are obligating instruments that contract funding to an eligible partner for specific activities, and b) Type IVs serve as Program Agreements between NRCS and entities eligible to hold a conservation easement. A Type IV SA does not obligate funds and may not include specific parcel contracts at the time of its initial execution. Type III SAs are specific to Alternative Funding Arrangements (AFA) projects and not available for use in Classic projects.

Supplemental Agreements can be negotiated after the PPA has been signed and until the PPA expires. New SAs can only be executed during the active term of PPA. Type I-II SAs may continue and be amended after the PPA has expired or been terminated. Type IV SAs cannot extend past the expiration of PPA.

Only specific activity types can be included within each SA. The next section below includes a brief description of each SA type and associated eligible activity types. The eligible partner that receives a SA is called an awardee, and only the awardee will be directly reimbursed by NRCS. Based on negotiated technical requirements of a SA, awardee partners may be able to subcontract out work performed to other qualified eligible partners (or third parties). Alternatively, a lead partner may request that NRCS negotiate separate SAs with non-lead eligible partners.

**Note:** SA reimbursements are based on actual costs (or in the case of Land Management or Rental FA activities, 100% of the typical cost of nationally approved NRCS defined practice payments scenarios) and cannot exceed the amount negotiated in the SA.

For more detail on how to negotiate a SA within the portal ask the relevant State RCPP Coordinator for the latest Portal user guide.

#### a) SA Type I

A Type I Supplemental Agreement may include the following activity types.

- Implementation TA
- Enhancement TA
- FA for US-Held Easement Due Diligence
- FA for Entity-Held Easement Due Diligence (limited to support or NRCS responsibilities such as hazard material record search and appraisal technical reviews)

Since Implementation TA is based on demand of producer contracts and easements, it is recommended that TA-I deliverables be added to a Type I SA only once actual project needs are known, typically no more than a year or two ahead of scheduled delivery. Since Enhancement TA is typically driven by more uniform, project-specific needs and may be better documented at the onset of a project, the partner and NRCS may elect to negotiate all of the project's TA-E in a Type I SA even in the first year of a project.

#### b) SA Type II

Type II Supplemental Agreements are needed only in rare circumstances for the following activity types:

- Land Management
- Watershed Projects

In RCPP Classic, Land Management work is typically carried out through producer contracts between NRCS and eligible producers or landowners. In some cases, partners may perform Land Management work in support of producer contracts. Type II SAs are used in these unique situations. See 7 CFR Part 1464.26(d) for additional detail.

#### c) SA Type III

Type III SAs are not available to RCPP Classic projects.

#### d) SA Type IV

A Type IV Supplemental Agreement serves as the Program Agreement between NRCS and the entity or entities that plan to hold easements within the project. This type of SA does not obligate any funding. Easement funding is obligated separately through parcel contracts in NRCS's Conservation Desktop software.

Each SA Type IV will have one lead entity that will require access to the Portal. All other entities listed in the program agreement do not need to have Portal access (though they will be signatories to paper or .pdf Type IV SA exhibits to document their roles in the SA and/or associated parcel contracts.).

## 4) Updating Agreements

### a) Updating the Programmatic Partnership Agreement

PPAs may be amended at any time during the life of the agreement. By statute, PPAs may be extended only once, for a period not to exceed twelve months. Execution of a PPA amendment will cancel any Supplemental Agreements that are in draft, in negotiation, or pending approval. Execution of a PPA amendment will not impact active SAs or SAs that have been approved by NHQ but are still in the process of obtaining signatures.

The following are the most common types of PPA amendments:

- Changes to deliverables, e.g., to move funds between activity types or years (with no State allocation changes).
- Updating the activity type of Partner TA between TA-I and TA-E (with or without allocation State changes).
- Changing the activity type of TA deliverables to move funding from partner TA to NRCS TA or vice versa.
- Changing deliverables to reallocate FA or TA among project States.

If an amendment requires a fund transfer between States or between WBS codes within a state, the transfers will automatically be processed by NHQ after the amendment has been approved, signed by both parties, and uploaded to the portal.

The following parts of the PPA cannot be changed by an amendment:

- Changes to project resource concerns, except to correct errors.
- Changes to the project map, except to correct errors.
- A change of lead partner.

Amendments can be initiated by either the lead partner or lead state within the portal. Please refer to the latest portal user guide for complete instructions.

### b) Updating a Supplemental Agreement

A SA may be amended at any time during the life of the agreement. Type I-II SA expiration dates are based on the expected completion of the latest scheduled deliverable. The SA expiration date may be updated at any time but cannot exceed the PPA expiration date by more than two years. An SA amendment will cancel any payment requests that have not been certified by NRCS State staff. An SA amendment cannot be started if a PPA amendment is still in process. For more details ask your RCPP Coordinator for the latest Portal user guide.

## 5) Annual Reporting

For Farm Bill 2018 RCPP agreements, lead partners and Lead State NRCS staff collaborate to complete an annual report. Project reporting is based on calendar years. The partner or lead State POC may start an annual report after January 1<sup>st</sup> of the year. Annual reports will be due in March of each year. The annual report structure is based on the deliverables tables of the active PPA. If a PPA amendment is in progress that will impact deliverables or outcomes, the partner or lead State may want to finish the PPA amendment before starting the annual report.

The first annual report will likely cover a partial year of project activities and should include all eligible partner contributions delivered between the date of USDA's announcement of project selection and the end of that first (partial) year. The annual report has three sections. Each section will have components identified either as a partner responsibility or NRCS State Office responsibilities. See **Appendix B** for a list of annual report questions.

## 6) Communication

Taking advantage of public affairs and communications opportunities is a critical part of being a RCPP awardee for two main reasons: 1) to spread the word about RCPP projects and successes, and 2) to build and maintain support for the program.

During the life of your project, State or national RCPP staff, working with USDA external affairs, may contact awardees to develop blog postings, feature stories, news releases, social media and more communications products to highlight project successes.

RCPP lead partners should make every effort to coordinate with the NRCS staff on any announcements and press releases related to RCPP projects. NRCS can provide official logos and photos, program descriptions, leadership quotes and other relevant agency information. NRCS and lead partners can collaboratively promote project milestones and successes to leverage communication resources and reach a wider and more diverse audience.

At a minimum, NRCS and RCPP should be credited on all public presentations and media, including conference/meeting posters, presentations, papers, news releases or other public information about your project. You may consider using the following statement below:

*"This work is supported by the Regional Conservation Partnership Program at USDA's Natural Resources Conservation Service."*

Please share with State RCPP Coordinators any news releases, videos, photos and other media developed for your RCPP projects. Lead partners can also submit materials to national RCPP staff by emailing [rcpp@usda.gov](mailto:rcpp@usda.gov).



## 7) Project Records

The lead partner, however, must maintain auditable documentation of contribution expenditures for at least three years after a project's expiration date. Auditable documentation generally refers to pay stubs, receipts, etc. that a financial audit of the project would need to see to match expenditure reporting to actual expenses.

## 8) Project Closeout or Termination

### a) Terminating a Project

The lead partner may request to terminate a PPA at any time. This request must be in writing and include the reason for termination. If NRCS accepts the request to terminate the PPA, NRCS may determine that the termination of any or all active SAs is necessary because of the PPA termination.

NRCS may terminate a PPA if 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. NRCS also may terminate a PPA if the lead partner fails to correct noncompliance with a term of the PPA.

### b) Project Completion

Once a PPA has expired, the lead partner must submit a final report within 90 days of the project expiration. The final report includes narrative highlights of the project and all of the same fields required of annual reports. See **appendix B** for a list of annual report questions.

## Appendix A – Potential for NRCS-funded Partner Technical Assistance Based on FA Activity Type

All Implementation TA is reserved by NRCS to ensure viability of the RCPP project. Partners should not assume they will be able to earn the full amount of Implementation TA included in proposals, as NRCS retains final authority for all SA negotiations and obligations, including but not limited to any proposed partner-use TA.

In projects where the need for TA-I is limited (i.e., less than 18% of the total project budget), NRCS and the lead partner may choose to shift TA-I funding to FA to increase the amount of funds going to producers/landowners.

### a) Land Management

Partners may be able to provide TA-I in to support implementation of LM contracts with producers. Basic requirements of TA providers include qualified planners and designers with expertise in planning, design, installation or checkout assistance in accordance with applicable NRCS planning procedures and practice standards.

### b) Rental

TA-I demand associated with rental activity is typically reliant upon documenting technical and payment requirements in a fashion consistent with NRCS practices, scenario, and payment schedule development processes. Therefore, TA-I available for partner use in support of rental activity contracts is very limited.

### c) US- Held Easements

Most TA-I related to US-Held Easements is non-delegable. Partners have limited opportunity to earn TA-I for US-held Easements.

### d) Entity-Held Easements

Partners will have limited opportunities to earn TA-I for Entity-held Easements. Consistent with ACEP-ALE, nearly all due diligence for Entity-held Easements is the responsibility of partners and just be funded using partner contributions.

### e) Watershed Projects

The partner is expected to deliver most TA related to this activity type, including a partner-led design and plan that meets NRCS watershed manual requirements. NRCS TA will typically be limited to review and approval of the partner's design/plan.

## Appendix B – Annual Report Questions

### a) Summary

The lead partner will be asked to respond to the following prompts.

#### i) Overview

- Provide a brief narrative describing project progress over the past year. What project milestones were achieved?
- What project implementation challenges, if any, were encountered over the past year?
- Briefly describe the project outlook for the coming year, including anticipated major milestones.

#### ii) HU Outreach

- How many of each of the following HU participants attended a partner-led outreach event? (1) beginning farmer/rancher, (2) veteran farmer/rancher, (3) limited resource farmer/rancher, (4) socially disadvantaged farmer/rancher, (5) new clients that have never worked with NRCS before

### b) FA/TA/Contribution Reporting

Lead partners are responsible for entering the amount (\$) of contributions delivered per row of the contributions deliverables table. The lead partner may also add to the notes column of the FA & TA deliverables tables.

The relevant NRCS State Office is responsible for entering the amount (\$) obligated for FA and the amount expended (\$) on TA deliverables tables. This includes NRCS use TA and partner use TA (based on SA payments).

Lead partners are not responsible for reporting contributions at the level of detail included in the valuations methodology. The lead partner, however, must maintain auditable documentation of contribution expenditures.

Sample Deliverables:

FA Deliverables	Year 1 Obligations	Total Obligations	Notes
Auto-populated with each deliverable row included in the PPA	Entered by NRCS (\$)	Auto calculated by the portal	Optional field to highlight successes or challenges

TA Deliverables	Year 1 Expenditures	Total Expenditures	Notes
Auto-populated with each deliverable row included in the PPA	Entered by NRCS (\$)	Auto calculated by the portal	Optional field to highlight successes or challenges

Contribution Deliverables	Year 1 Expenditures	Total Expenditures	Notes
Auto-populated with each deliverable row included in the PPA	Entered by Lead Partner (\$)	Auto calculated by the portal	Optional field to highlight successes or challenges

## Appendix B – Annual Report Questions (cont.)

### c) Outcomes

Lead partners are responsible for reporting on each outcome included in the PPA. This includes an estimated percentage completed in measuring a specific outcome as well as a notes section to describe the results of the outcomes analysis.

Outcomes	Year 1 Completed	Total Completed	Notes
Auto-populated with each deliverable row included in the PPA	Entered by Lead Partner (estimate a percentage)	Auto calculated by the portal	Description of outcome(s) measured/estimated/observed to date

## Appendix C – Table of Contract Type Purposes

Activity Type	PPA Contract Type	Purpose	Contract/ Agreement Home(s)
Land Management	Producer Contracts	Land Management contracts with producers	Conservation Desktop (CD)
	Supplemental Agreement*	Land Management work performed according to regulation 7 CFR Part 1464.26(d)	SA Type II
	3rd Party Contracts & Reserves	NRCS contracted FA delivery  Reserves used to hold funds, until a specific use is identified and the PPA is amended.	IAS, Cooperative Agreement, and other federal procurement methods
Rental Payments	Producer Contracts	Rental Payment contracts with producers	CD
US-Held Easement	Producer Contracts	Parcel contract(s) with landowner(s) – Include only the federal share of the easement purchase cost.	CD
	Supplemental Agreement*	Due diligence	SA Type I
Entity-Held Easement	Supplemental Agreement*	Due diligence – <i>Limited to support of NRCS responsibilities.</i>	SA Type I
	N/A	Program agreement with entity	SA Type IV
	Parcel Contract	Parcel contract(s) with landowner(s) – Include only the federal share of the easement purchase cost.	CD
Watershed Activities	Supplemental Agreement*	FA for construction with an approved watershed plan	SA Type II
	3rd Party Contracts & Reserves	NRCS contracted FA delivery with an approved watershed plan  Reserves used to hold funds,	IAS, Cooperative Agreement, and other federal procurement methods

Appendix C – Table of Contract Types and Purposes (cont.)

Activity Type	PPA Contract Type	Purpose	Contract/ Agreement Home(s)
		until a specific use is identified and the PPA is amended.	
NRCS TA	NRCS Use	NRCS staff time on RCPP Project	N/A
	NRCS Use in Producer Contracts	Producer contract to hire a registered TSP for TA	CD
	3rd Party Contracts & Reserves	NRCS due diligence or entities/individuals contracted by NRCS to deliver TA through federal procurement methods	IAS, Cooperative Agreement, and other federal procurement methods
Partner TA-I	Supplemental Agreement	Technical assistance to support specific producer contracts or FA activities	SA Type I
Partner TA-E	Supplemental Agreement	Technical assistance to support the overall project	SA Type I

\*Ranked supplementals will require planning and assessment in CD prior to contracting in the portal



## Appendix D – Exhibit Questions

PPAs automatically include exhibits based on the activity types selected by the partner or Lead State. The purpose of the exhibit is to inform planning, ranking, and other activity-specific requirements for the project. **Exhibits should be completed by the lead state with input from the lead partner, as they require thorough knowledge of the NRCS planning and contracting processes.**

### a) Land Management

Land Management	
Exhibit Category	Exhibit Questions
<b>Resource Concerns</b>	<p>Each FA award in RCPP must address one or more project conservation benefit as identified in the proposal. Conservation benefits are associated with agency resource concerns and/or resource concern categories, as specified during project negotiations, and documented elsewhere in the PPA's Land Management Activity Funding available for all project resource concern (benefit) categories?</p> <p>If No, identify the primary resource concern categories for this activity type:</p> <p>Please Describe any other resource concern related considerations (e.g. describe project specific issues such as "within the plant community health category, project objective is to promote removal of invasive species and restoration of native grassland habitat")</p>
<b>Assessment and Ranking: Historically Underserved (HU) Involvement</b>	<p>Did this project proposal receive ranking points for HU Involvement?</p> <p>Document how HU priority will be managed for Land Management applicants (e.g., via ranking questions to award points) or cite basis for noHU prioritization.</p>
<b>Conflict of Interest</b>	<p>Will the lead or contributing partner make application for Financial Assistance in this activity type?</p> <p>Note: If "Yes", NRCS will limit partner input into RCPP award management to elements included in original project proposals to minimize potential for conflict of interest.</p> <p>If yes, document specifically how potential conflicts of interest will be managed.</p>

#### **Potentially Optional (at Lead State Discretion)**

Land Management	
Exhibit Category	Exhibit Questions
<b>Land Uses</b>	<p>If activities will be targeted to a limited set of land uses, identify targeted land uses here:</p> <p>Document other Land Use Related Considerations (e.g., funds in this activity type should be targeted toward buffers on farmlands adjacent to Section</p>

Land Management	
Exhibit Category	Exhibit Questions
	404(D) water courses; or rangeland habitat improvements within historical range of Lesser Prairie Chicken).
<b>Assessment and Ranking: General Considerations</b>	<p>NRCS will use established application ranking and assessment processes to support Land Management awards. Document negotiated assessment and ranking considerations here, including: Any Workload Prioritization (screening) criteria</p> <p>CART considerations by type as applicable (Vulnerability, Practice Points, Efficiency, Program Questions, Resource Questions)</p> <p>If Yes, What Type? Intent to provide ranking points for eligible land management applicants whose applications directly support other RCPP award types</p> <p>Intent to provide ranking points for project specific purposes not captured elsewhere</p> <p>Other</p>
<b>Assessment and Ranking: Lead Partner Bundling</b>	<p>Will Project include bundled partner applications?</p> <p>Note: points available to prioritize a partner's bundled applications shall not exceed 25% of Program points available in applicable CART template.</p> <p>Document how lead Partner will identify bundles and coordinate delivery of bundled applications to NRCS. Include: Partner methods/tools, means of communications, timing, etc.</p> <p>Document how NRCS will prioritize partner bundles during assessment and ranking (e.g., via ranking questions or another method)</p>
<b>Planning Considerations</b>	<p>Discuss and document planning expectations for Land Management awards. For example, should NRCS seek to: Does the project want to prioritize shorter duration contracts (via ranking and/or scheduling with producers?)</p> <p>Does the project require integration of RCPP Land Management activity awards with other RCPP activity awards?</p> <p>Other Planning Expectations</p>

Appendix D – Exhibit Questions (cont.)

Land Management	
Exhibit Category	Exhibit Questions
<b>Sign-up and Obligation Considerations</b>	<p>RCPP will generally follow standard application processes allowing for continuous sign-ups with periodic cut-offs/funding cycles. Additionally, producer contracting activity may also be subject to annual software or policy limitations.</p> <p>Will NRCS attempt to accelerate obligations based on applicant demand?</p> <p>If No, NRCS will follow scheduled RCPP FA obligations per Table of Deliverables</p> <p>If Do Not Agree, then explain what should be done Please describe other timing related considerations:</p>
<b>Practice/Activity/ PaymentScenario Considerations</b>	<p>Document any practice or activity-based considerations not captured above: Are there any additional Priority Practices that are not captured above?</p> <p>Yes, Please Describe</p> <p>Are there any additional Priority Activities that are not captured above? Yes, Please Describe</p> <p>Are there any additional Priority Payment Scenarios that are not captured above?</p> <p>Yes, Please Describe</p> <p>Practices/activities/payment scenarios potentially contrary to project purposes (Please list any practices/activities/payment scenarios that a partner does not want to include)</p> <p>Other Practice related Considerations? Other activity related considerations? Other Payment Scenario considerations?</p>

Appendix D – Exhibit Questions (cont.)

Land Management	
Exhibit Category	Exhibit Questions
<b>Payment Rate Recommendations/Rationale</b>	<p>Discuss NRCS payment rate methodology, and expectation of comparability with rates in other NRCS program.</p> <p>Document atypical payment rate needs by practice/activity (e.g. above or below related covered program payment percentages)</p> <p>Above Covered Program Payment Percentages (yes/no)</p> <p>Below Covered Program Payment Percentages (yes/no)</p> <p>Provide an explanation for the deviation from similar covered program payment rates.</p> <p>State conservationists may approve rates equivalent to the highest rates available for similar activities in the state (e.g. 90% for p-practices, standard CSP rates for enhancements); higher rates (not to exceed 100%) may be allowed, but only with national review and express written approval. If yes, document justification below. NRCS to process waiver request per NRCS policy. If approved, signed AGI waiver will be uploaded to the project record.</p> <p>Application/participant level AGI waivers (Do not complete if "applicability" waiver is approved for this RCPP Activity Type, or the project generally.) :</p> <p>Document Lead partner support (or lack of support) for AGI waivers in this project at the application/participant level. ("N/A" if first question "Yes")</p>
<b>Adjusted Gross Income(Producer Contracts)</b>	Project/activity wide AGI applicably waiver: Partner requesting AGI applicability waiver for all producer participants in this activity type?
<b>Other conservation flexibilities: Contracting Considerations</b>	Document Flexibilities not captured elsewhere

Land Management	
Exhibit Category	Exhibit Questions
<b>Other Conservation Innovations</b>	<p>In circumstances where existing tools, methods, and flexibilities are insufficient to address project needs, a project may include negotiated conservation innovations.</p> <p>Unusual uses of existing payment scenarios. For example, Documentation of an NRCS technical determination identifying a specific existing payment scenario that is most analogous to an innovative project- related activity that otherwise satisfies a practice standard but for which no obvious payment scenario is available.</p> <p>Proposals for new or modified payment scenarios by practice, Proposals for new interim practices,</p> <p>Proposals for new tools for identification of eligible lands, assessment or ranking, or</p> <p>Other directly related agreed-to items (e.g. simultaneous partner TA or FA awards to producers, etc.).</p> <p>Proposed innovations will be considered on a case-by-case basis and shall not be approved for use during initial project negotiations. Rather each proposed innovation will be evaluated once a signed PPA is in place.</p> <p>Factors NRCS may consider in reviewing proposed innovations include but are not limited to: potential impacts to anticipated conservation benefits; compatibility with existing technical and environmental analysis requirements; cost effectively of proposed innovations (particularly where compared to existing alternatives); demonstrated success of proposed methods elsewhere; provider and/or delivery method; potential impacts on project schedules; RCPP programmatic requirements; and, other federal requirements.</p> <p>Are there any proposed innovations to the Land Management Awards that have not already been discussed?</p> <p>If Yes, please describe them</p>

b) Rental

Rental Activity	
Exhibit Category	Exhibit Questions
<b>Resource Concerns</b>	<p>Each FA award in RCPP must address one or more project conservation benefit as identified in the proposal. Conservation benefits are associated with agency resource concerns and/or resource concern categories, as specified during project negotiations, and documented elsewhere in the PPA’s Rental Activity Funding available for all project resource concern (benefit) categories?</p> <p>If No, identify the primary resource concern categories for this activity type:</p> <p>Please Describe any other resource concern related considerations (e.g. describe project specific issues such as "within the plant community health category, project objective is to promote removal of invasive species and restoration of native grassland habitat")</p>
<b>Assessment and Ranking: Historically Underserved (HU) Involvement</b>	<p>Did this project proposal receive ranking points for HU Involvement?</p> <p>Document how HU priority will be managed for Rental applicants (e.g., via ranking questions to award points) or cite basis for noHU prioritization.</p>
<b>Conflict of Interest</b>	<p>Will the lead or contributing partner make application for Financial Assistance in this activity type?</p> <p>Note: If "Yes", NRCS will limit partner input into RCPP award management to elements included in original project proposals to minimize potential for conflict of interest.</p> <p>If yes, document specifically how potential conflicts of interest will be managed.</p>

***Potentially Optional (at Lead State Discretion)***

Rental Activity	
Exhibit Category	Exhibit Questions
<b>Land Uses</b>	<p>If activities will be targeted to a limited set of land uses, identify targeted land uses here:</p> <p>Document other Land Use Related Considerations (e.g., funds in this activity type should be targeted toward buffers on farmlands adjacent to Section 404(D) water courses; or rangeland habitat improvements within historical range of Lesser Prairie Chicken).</p>

Rental Activity	
Exhibit Category	Exhibit Questions
<b>Assessment and Ranking:General Considerations</b>	<p>NRCS will use established application ranking and assessment processes to support Rental awards. Document negotiated assessment and ranking considerations here, including: Any Workload Prioritization (screening) criteria</p> <p>CART considerations by type as applicable (Vulnerability, Practice Points, Efficiency, Program Questions, Resource Questions)</p> <p>If Yes, What Type? Intent to provide ranking points for eligible rental applicants whose applications directly support other RCPP award types</p> <p>Intent to provide ranking points for project specific purposes not captured elsewhere</p> <p>Other</p>
<b>Planning Considerations</b>	<p>Document planning expectations for Rental awards.</p> <p>Please describe Rental period rationale.</p> <p>Does the project require integration of RCPP Rental activity awards with other RCPP activity awards?</p> <p>Other planning expectations.</p>
<b>Sign-up and Obligation Considerations</b>	<p>RCPP will generally follow standard application processes allowing for continuous sign-ups with periodic cut-offs/funding cycles. Additionally, producer contracting activity may also be subject to annual software or policy limitations.</p> <p>Will NRCS attempt to accelerate obligations based on applicant demand?</p> <p>If No, NRCS will follow scheduled RCPP FA obligations per Table of Deliverables</p> <p>If Do Not Agree, then explain what should be done Please describe other timing related considerations:</p>
<b>Conservation Activity Considerations</b>	<p>Document any rental activity-based considerations not captured above, including: Please describe anticipated conservation benefits of rental awards</p> <p>Describe other activity and rental scenario related considerations not captured elsewhere.</p>

Appendix D – Exhibit Questions (cont.)

Rental Activity	
Exhibit Category	Exhibit Questions
<b>Rental Rate Recommendations/ Rationale</b>	<p>Discuss NRCS payment rate methodology, and expectation of comparability with related covered programs (here likely CRP). Document atypical payment rate needs by practice/activity (e.g. above or below related covered program payment percentages)</p> <p>Above Covered Program Payment Percentages</p> <p>Below Covered Program Payment Percentages</p> <p>Provide an explanation for the deviation from similar covered program payment rates.</p> <p>NRCS shall consider in light of project resource concerns, historic participation, rates necessary to encourage participation, rates in other NRCS programs, and other rationale. State conservationist may approve rates equivalent to the highest rates available for similar activities in the state (e.g. 90% for p-practices, standard CSP rates for enhancements); higher rates (not to exceed 100%) may be allowed, but only with national review and express written approval.</p>
<b>Adjusted Gross Income(Producer Contracts)</b>	Project/activity wide AGI applicably waiver: Partner requesting AGI applicability waiver for all producer participants in this activity type?
<b>Other conservation flexibilities: Contracting Considerations</b>	Document Flexibilities not captured elsewhere



Rental Activity	
Exhibit Category	Exhibit Questions
<b>Other Conservation Innovations</b>	<p>In circumstances where existing tools, methods, and flexibilities are insufficient to address project needs, a project may include negotiated conservation innovations.</p> <p>Innovations related to Land Rental awards may those listed below:</p> <ul style="list-style-type: none"> <li>• New Land Rental scenarios,</li> <li>• New tools for identification of eligible lands, assessment or ranking, or;</li> <li>• Other directly related eligible items (e.g. simultaneous partner FA awards to producers, etc.).</li> </ul> <p>Proposed innovations will be considered on a case-by-case basis and shall not be approved for use during initial project negotiations. Rather each proposed innovation will be evaluated once a signed PPA is in place.</p> <p>Factors NRCS may consider in reviewing proposed innovations include but are not limited to: potential impacts to anticipated conservation benefits; compatibility with existing technical and environmental analysis requirements; cost effectively of proposed innovations (particularly where compared to existing alternatives); demonstrated success of proposed methods elsewhere; provider and/or delivery method; potential impacts on project schedules; RCPP programmatic requirements; and, other federal requirements.</p> <p>Are there any proposed innovations to the Rental Awards that have not already been discussed?</p> <p>If Yes, please describe them</p>

c) US-Held Easements

US-Held Easement Activity	
Exhibit Category	Exhibit Questions
<b>US Held Easement FA Awards</b>	<p>Contracting Expectations: US Held Easements awards will be made principally via producer contracts for acquisition of easements from eligible landowners with eligible lands. NRCS may also use Supplemental Agreements or 3rd Party FA awards to address NRCS realty service-related responsibilities (e.g. Title surveys and other LTA-practice type services).</p> <p>Ensure PPA budget (as documented in Table of Deliverables) retains adequate FA for NRCS to satisfy its realty services related responsibilities, in addition to funding RCPP share of acquisition expenses.</p> <p>Document types and expectations of FA awards to be used in this project (producer contracts, FA supplemental agreements for acquisition services, or 3rd party FA awards).</p> <p><b>Note:</b> If supplemental agreements are to be used for acquisition repeated services, they must be in support of US Held Easements within the project.</p>
<b>Partner Contribution and Landowner Cost Share</b>	<p>Landowner "cost share" associated US Held Easement awards cannot be included as partner contributions. "Cost share" here is defined to include all producer born costs associated with the easement acquisition, including the difference (if any) between total landowner compensation and appraised value of the easement.</p>
<b>Resource Concerns</b>	<p>Each FA award in RCPP must address one or more project conservation benefit as identified in the proposal. Conservation benefits are associated with agency resource concerns and/or resource concern categories, as specified during project negotiations, and documented elsewhere in the PPA. The conservation benefits and associated project resource concerns identified in the PPA are used as the basis for the "Conservation Values" which must be specified in an individual US Held Easement. All RCPP projects with easement activities include Long Term Protection of Land as a resource concern.</p> <p>Is US Held Easement Activity Funding available for all project resource concern(benefit) categories?</p> <p>If No, identify the primary resource concern categories for this activity type: Please Describe any other resource concern related considerations (e.g. describe project specific issues such as "within the plant community health category, project objective is to promote removal of invasive species and restoration of native grassland habitat")</p>

US-Held Easement Activity	
Exhibit Category	Exhibit Questions
<b>Assessment and Ranking: Historically Underserved (HU) Involvement</b>	<p>Did this project proposal receive ranking points for HU Involvement?</p> <p>Document how HU priority will be managed for US-Held Easement applicants (e.g., via ranking questions to award points) or cite basis for no HU prioritization.</p>
<b>Restriction Levels and RCPP Funding Related Compensation Caps</b>	<p>Document Levels of Restriction anticipated for Proposed US Held Easements: - R1, Most Restrictive, commonly wetland, floodplain, riparian, or other native habitats, where restoration, conservation, preservation of the identified habitat type or identified resource is the primary easement purpose; - R2, Moderately Restrictive, commonly nonindustrial private forest lands or native grasslands, where natural resource benefits is a primary easement purpose (e.g. restoration or conservation of specific plant or animal communities, water quality benefits) and any associated agricultural use or management is conducted in a manner compatible with the protection of the identified natural resource. - R3, Minimally Restrictive, commonly working agricultural lands, including grasslands and forestlands, where protection of lands in active agricultural production is the primary easement purposes.</p> <p>Additionally, document whether an individual project may require more than one of the above-listed US Held easement types to address different conservation benefits and associated easement purposes on land under the same ownership.</p> <p>Describe the negotiated project caps related to those limitations.</p>
<b>Specific parcels included in project proposal which are critical to project success</b>	<p>List of Parcels/Landowners targeted in project proposal, if any:</p> <p><b>Note:</b> Enrollment of parcels and properties identified is contingent upon land and landowner eligibility as determined by NRCS. NRCS may prioritize targeted parcels and properties via ranking in CART.</p> <p>Please include draft conservation value statement(s) for each easement level of restriction. All conservation value statements require both NRCS and USDA Office of General Council approval, and are subject to revision after the PPA at the parcel level.</p>
<b>Conflict of Interest</b>	<p>Discuss and document expectations with respect to avoidance of conflict of interest. Will the lead or contributing partner make application for Financial Assistance in this activity type?</p> <p>If yes, document specifically how potential conflicts of interest will be managed.</p> <p>NRCS will limit partner input into RCPP award management to elements included in original project proposals to minimize potential for conflict of interest.</p>

**Potentially Optional (at Lead State Discretion)**

US-Held Easement Activity	
Exhibit Category	Exhibit Questions
<b>Land Uses</b>	<p>If activities will be targeted to a limited set of land uses, identify targeted land uses here:</p> <p>Document other Land Use Related Considerations (e.g., funds in this activity type should be targeted toward buffers on farmlands adjacent to Section 404(D) water courses; or rangeland habitat improvements within historical range of Lesser Prairie Chicken).</p>
<b>Assessment and Ranking:General Considerations</b>	<p>NRCS shall establish application ranking and assessment factors to support RCPP programmatic and project goals.</p> <p>Any Workload Prioritization (screening) criteria</p> <p>CART considerations by type as applicable (Vulnerability, Practice Points, Efficiency, Program Questions, Resource Questions)</p> <p>If Yes, What Type?</p> <p>Intent to provide ranking points for eligible US Held Easement applicants whose applications directly support other RCPP award types</p> <p>Intent to provide ranking points for project specific purposes not captured elsewhere</p> <p>Other</p>
<b>Assessment and Ranking: Lead Partner Bundling, Producer Contracts</b>	<p>Will Project include bundled partner applications?</p> <p><i>Note: points available to prioritize a partner’s bundled producer applications shall not exceed 25% of “Program” points available in applicable CART template.</i></p> <p>Document how lead Partner will identify bundles and coordinate delivery of bundled applications to NRCS. Include: Partner methods/tools, means of communications, timing, etc.</p> <p>Document how NRCS will prioritize partner bundles during assessment and ranking (e.g. via ranking questions or another method)</p> <p>If applicable, document considerations related to supplemental agreement bundling and selections</p>
<b>Planning/ Contracting/</b>	<p>Document Planning Expectations for US Held Easement Awards</p> <p>Describe Critical elements and expectations of Easement Plans</p>

Appendix D – Exhibit Questions (cont.)

US-Held Easement Activity	
Exhibit Category	Exhibit Questions
<b>Activity Considerations</b>	<p>Document relationships between partner contributions and US Held Easements</p> <p>Other Planning Expectations</p>
<b>Sign-up Timing Considerations</b>	Document need to coordinate sign ups with availability of partner funding or related contribution activities
<b>Adjusted Gross Income(Producer Contracts)</b>	<p>Project/activity wide AGI applicably waiver: Partner requesting AGI applicability waiver for all producer participants in this activity type?</p> <p>If yes, document justification below. NRCS to process waiver request per NRCS policy. If approved, signed AGI waiver will be uploaded to the project record.</p> <p>Document Lead partner support (or lack of support) for AGI waivers in this project at the application/participant level. ("N/A" if first question "Yes")</p>
<b>Other conservation flexibilities: Contracting Considerations</b>	Document Flexibilities not captured elsewhere

US-Held Easement Activity	
Exhibit Category	Exhibit Questions
<b>Other Conservation Innovations</b>	<p>In circumstances where existing tools, methods, and flexibilities are insufficient to address project needs, a project may include negotiated conservation innovations.</p> <p>Innovations related to US Held Easement awards may those listed below:</p> <ul style="list-style-type: none"> <li>• New tools for identification of eligible lands, assessment or ranking, or;</li> <li>• Other directly related agreed-to items (e.g. simultaneous partner FA awards to producers, etc.).</li> </ul> <p>Proposed innovations will be considered on a case-by-case basis and shall not be approved for use during initial project negotiations. Rather each proposed innovation will be evaluated once a signed PPA is in place.</p> <p>Factors NRCS may consider in reviewing proposed innovations include but are not limited to: potential impacts to anticipated conservation benefits; compatibility with existing technical and environmental analysis requirements; cost effectively of proposed innovations (particularly where compared to existing alternatives); demonstrated success of proposed methods elsewhere; provider and/or delivery method; potential impacts on project schedules; RCPP programmatic requirements; and, other federal requirements.</p> <p>Are there any proposed innovations to the US Held Easement Awards that have not already been discussed?</p> <p>If Yes, please describe them</p>

d) Entity-Held Easements

Entity-Held Easement Activity	
Exhibit Category	Exhibit Questions
<b>Entity Held Easement FA Awards</b>	<p>RCCP Entity Held Easements FA awards will be made principally via supplemental agreements with partners to support federal share of easement acquisition costs from eligible land owners with eligible lands. NRCS may also use Supplemental Agreements or 3rd Party FA awards to address NRCS realty service related responsibilities (e.g. appraisal reviews).</p> <p>Ensure PPA budget (as documented in Table of Deliverables) retains adequate FA for NRCS to satisfy its realty services related responsibilities, in addition to funding RCCP share of acquisition expenses.</p> <p>Document types and expectations of FA awards to be used in this project (producer contracts, FA supplemental agreements for acquisition services, or 3rd party FA awards).</p> <p><b>Note:</b> If supplemental agreements are to be used for acquisition repeated services, they must be in support of Entity Held Easements within the project.</p>
<b>Project Contributions and Parcel Match</b>	<p>Parties to discuss RCCP contribution and match requirements. Entity Held Easements have distinct PPA contribution and entity held easement award match requirements, and the two terms are not synonymous (as described in the APF). Parcel match may "double count" as PPA contributions only when match is documented in the PPA and delivered during the term of the PPA in accordance with PPA terms. Parcel match requirements will be further detailed in Entity Held Easement Supplemental agreements.</p>
<b>Resource Concerns</b>	<p>Each FA award in RCCP must address one or more project conservation benefit as identified in the proposal. Conservation benefits are associated with agency resource concerns and/or resource concern categories, as specified during project negotiations, and documented elsewhere in the PPA. The conservation benefits and associated project resource concerns identified in the PPA are used as the basis for the "Conservation Values" which must be specified in an individual Entity Held Easement. All RCCP projects with easement activities include Long Term Protection of Land as a resource concern.</p> <p>Is Entity Held Easement Activity Funding available for all project resource concern(benefit) categories?</p> <p>If No, identify the primary resource concern categories for this activity type: Please Describe any other resource concern related considerations (e.g. describe project specific issues such as "within the plant community health category, project objective is to promote removal of invasive species and restoration of native grassland habitat")</p>

Entity-Held Easement Activity	
Exhibit Category	Exhibit Questions
<b>Assessment and Ranking: Historically Underserved (HU) Involvement</b>	<p>Did this project proposal receive ranking points for HU Involvement?</p> <p>Document how HU priority will be managed for Entity Held Easement applicants (e.g., via ranking questions to award points) or cite basis for no HU prioritization.</p>
<b>Characteristics of Target Entities &amp; Types of Easements</b>	<p>Eligible Entities may be influenced by lead partner and project proposal, though entity eligibility and selections shall be made by NRCS. Document Entity related issues tied to targeted easements holders</p> <p>Eligible projects may be influenced by lead partner and project proposal, though project eligibility determinations shall be made by NRCS. Document project related issues related to targeted easement programmatic agreements</p> <p>Document the primary easement purpose(s) based on the conservation benefits included in the PPA which will be available in this project: Habitat, Working Lands. Additionally, document whether an individual project may require both of the above to address different conservation benefits and associated easement purposes on land under the same ownership.</p> <p>Document project expectations with respect to inclusion (or exclusion) of the US Right of Enforcement (ROE) in Entity Held Easements for this project:</p> <p>RCPD APF establishes caps for RCPD share or easement value with and without a ROE (e.g. per 2019 APF, 50% and 25% respectively). Document negotiated NRCS share of value not to exceed APF caps:</p> <p>Select one or more sets of MDTs to be offered in this project. (Note: where project expectations change, and need for additional MDTs arise, SA may include them, absent necessity of PPA amendment, so long as NRCS determines that proposed additions are consistent with scope PPA.)</p> <p>Please include draft conservation value statement(s) for each easement level of restriction. Conservation value statements may be refined during supplemental agreement negotiations and require national approval.</p>



Entity-Held Easement Activity	
Exhibit Category	Exhibit Questions
<p><b>Proposed Entities Roles and Parcels/Properties Documented in RCPP Project Proposal(s)</b></p>	<p>Entity eligibly will be determined by NRCS; however, where an RCPP proposal included specific roles for one or more entity, those roles may be considered by NRCS in ranking and selection of programmatic agreements and parcel contracts:</p> <p>List of Parcels/Landowners targeted in project proposal, if any:</p> <p><b>Note:</b> Contingent upon entity, land and landowner eligibility, and acceptance by all parties, project may include only entities or parcels noted here. However, if enrollment of targeted parcels fails for any reason, NRCS may, with partner concurrence, opt to accept substitute parcel applications based on demand in the project area for original project purposes.</p>
<p><b>Buy-Protect-Sell</b></p>	<p>Buy-protect-sell is allowable only when included in a partner proposal as selected, explicitly approved by NRCS, and once adequate controls are included in supplemental agreement terms to ensure compliance with NRCS requirements.</p> <p>Project to include buy-protect-sell transactions in this project?</p> <p>Document NHQ approval and conditions if any</p>
<p><b>Conflict of Interest</b></p>	<p>Discuss and document expectations with respect to avoidance of conflict of interest. Will the lead or contributing partner make application for Financial Assistance in this activity type?</p> <p>If yes, document specifically how potential conflicts of interest will be managed.</p> <p>NRCS will limit partner input into RCPP award management to elements included in original project proposals to minimize potential for conflict of interest.</p>

**Potentially Optional (at Lead State Discretion)**

Entity-Held Easement Activity	
Exhibit Category	Exhibit Questions
<b>Eligible Land Uses</b>	<p>If activities will be targeted to a limited set of land uses, identify targeted land uses here:</p> <p>Document other Land Use Related Considerations (e.g., funds in this activity type should be targeted toward buffers on farmlands adjacent to Section 404(D) water courses; or rangeland habitat improvements within historical range of Lesser Prairie Chicken).</p>
<b>Assessment and Ranking: General Considerations</b>	<p>NRCS shall establish application ranking and assessment factors to support RCPP programmatic and project goals.</p> <p>Any Workload Prioritization (screening) criteria</p> <p>CART considerations by type as applicable (Vulnerability, Practice Points, Efficiency, Program Questions, Resource Questions)</p> <p>If Yes, What Type?</p> <p>Intent to provide ranking points for eligible Entity Held Easements applicants whose applications directly support other RCPP award types</p> <p>Intent to provide ranking points for project specific purposes not captured elsewhere</p> <p>Other</p>
<b>Assessment and Ranking: Lead Partner Bundling</b>	<p>Will Project include bundled partner applications?</p> <p><b>Note:</b> See PPA for specific flexibilities associated with “Partner Bundles” in Watershed and Entity held easements which rely extensive on Supplemental Agreements.</p> <p>Document how lead Partner will identify bundles and coordinate delivery of bundled applications to NRCS. Include: Partner methods/tools, means of communications, timing, etc.</p> <p>Document how NRCS will prioritize partner bundles during assessment and ranking (e.g. via ranking questions or another method)</p>

Appendix D – Exhibit Questions (cont.)

Entity-Held Easement Activity	
Exhibit Category	Exhibit Questions
<b>Planning/ Contracting/ Activity Considerations</b>	<p>Document Planning Expectations for Entity Held Easement Awards</p> <p>Describe Critical elements and expectations of Easement Plans</p> <p>Document relationships between partner contributions and Entity Held Easements</p> <p>Other Planning Expectations</p>
<b>Sign-up Timing Considerations</b>	<p>Document Expectations for Obligations.</p> <p>Document need to coordinate sign ups with availability of partner funding or related contribution activities</p>
<b>Adjusted Gross Income(Producer Contracts)</b>	<p>Project/activity wide AGI applicably waiver: Partner requesting AGI applicability waiver for all producer participants in this activity type?</p> <p>If yes, document justification below. NRCS to process waiver request per NRCS policy. If approved, signed AGI waiver will be uploaded to the project record.</p> <p>Document Lead partner support (or lack of support) for AGI waivers in this project at the application/participant level. ("N/A" if first question "Yes")</p>
<b>Other conservation flexibilities: Contracting Considerations</b>	<p>Document Flexibilities not captured elsewhere</p>

Entity-Held Easement Activity	
Exhibit Category	Exhibit Questions
<b>Other Conservation Innovations</b>	<p>In circumstances where existing tools, methods, and flexibilities are insufficient to address project needs, a project may include negotiated conservation innovations.</p> <p>Innovations related to Entity Held Easement awards may those listed below:</p> <ul style="list-style-type: none"> <li>• New tools for identification of eligible lands, assessment or ranking, or;</li> <li>• Other directly related agreed-to items (e.g. simultaneous partner FA awards to producers, etc.).</li> </ul> <p>Proposed innovations will be considered on a case-by-case basis and shall not be approved for use during initial project negotiations. Rather each proposed innovation will be evaluated once a signed PPA is in place.</p> <p>Factors NRCS may consider in reviewing proposed innovations include but are not limited to: potential impacts to anticipated conservation benefits; compatibility with existing technical and environmental analysis requirements; cost effectively of proposed innovations (particularly where compared to existing alternatives); demonstrated success of proposed methods elsewhere; provider and/or delivery method; potential impacts on project schedules; RCPP programmatic requirements; and, other federal requirements.</p> <p>Are there any proposed innovations to the Entity Held Easement Awards that have not already been discussed?</p> <p>If Yes, please describe them</p>

e) Watershed Projects

Watershed	
Exhibit Category	Exhibit Questions
<b>Project Contributions and Watershed Activity Match</b>	<p>Watersheds have distinct PPA contribution and watershed activity award match requirements, and the two terms are not synonymous (as described in the APF). Watershed award match (where required) may "double count" as PPA contributions only when match is documented in the PPA and delivered during the term of the PPA and in accordance with its terms. Additional match requirements may be included in Watershed Supplemental agreements, based on final project plans/purposes of included measures.</p>

Watershed	
Exhibit Category	Exhibit Questions
<b>Resource Concerns</b>	<p>Each FA award in RCPP must address one or more project conservation benefit as identified in the proposal. Conservation benefits are associated with agency resource concerns and/or resource concern categories, as specified during project negotiations, and documented elsewhere in the PPAIs Land Management Activity Funding available for all project resource concern (benefit) categories?</p> <p>If No, identify the primary resource concern categories for this activity type:</p> <p>Please Describe any other resource concern related considerations (e.g. describe project specific issues such as "within the plant community health category, project objective is to promote removal of invasive species and restoration of native grassland habitat")</p>
<b>Assessment and Ranking: Historically Underserved (HU)Involvement</b>	<p>Did this project proposal receive ranking points for HU Involvement?</p> <p>Document how HU priority will be managed for Land Management applicants (e.g., via ranking questions to award points) or cite basis for no HU prioritization.</p>
<b>Specific Project Improvements in Project: Purpose and Funding</b>	<p>Provide an Excel upload listing specific targeted improvements included in project proposal, and identify how they will be funded (RCPP, Contributions, Both). This information should be supported in the Project Deliverables and Supplemental Agreements. Columns: Feature, Purpose (must be either "Flood Control" or "Other Eligible"), NRCS Share (Max 100% for flood control, 65% for other purposes), Funding Source(s) (e.g. RCPP FA and 35% match from State Water Board grant #xxx-xxx)</p> <p>Note: Contingent upon eligibility, planning, environmental and design factors, inclusion of improvements herein may obviate need for further application period or enrollments. However, if NRCS determines that targeted improvements impractical for any reason, with lead partner concurrence NRCS may opt to accept applications for substitute improvements based on demand in the project area for improvements to address original project purposes.</p>
<b>How will Match and Cash Match Requirements be Met</b>	<p>Document how match requirements will be met (e.g. per 2019 APF, 65% maximum federal share for purposes except flood control; minimum cash match of 35%, unless benefits will principally accrue to communities or regions where most residents meet limited resource or socially disadvantaged criteria as included in the 2018 Farm Bill).</p>
<b>Specific Project Improvements in Project: Purpose and Funding: Ownership, O&amp;M</b>	<p>Identify owner(s) of RCPP assisted works of improvement listed above (the attached spreadsheet of targeted improvements).</p> <p>Please describe provisions for Operations and Management</p>

Watershed	
Exhibit Category	Exhibit Questions
<b>Specific Improvements in Project, Purpose, and Funding: Land Rights</b>	Describe required and existing land rights
<b>Identify Status of Watershed Plan, Environmental Analysis, and Design Activities</b>	<p>Identify current status of each planned improvement with specific ties to National Watershed Planning Manual and NRCS engineering processes, and NRCS review or approvals thereof (Note: Details should be included in deliverables. This table should be available to inform reviewers and negotiations.):</p> <ul style="list-style-type: none"> <li>• Plan</li> <li>• EA/EIS</li> <li>• Design</li> </ul> <p><b>Note:</b> Details should be included in deliverables. This table should be available to inform reviewers and negotiations.</p>
<b>Plan for Completion of Pending Watershed Planning / Design Activities</b>	<p>Identify responsible parties for the following, including the name of the primary responsible party, the name of the party who has or will be preparing the document or work in question, and any notes.</p> <ul style="list-style-type: none"> <li>• Plan</li> <li>• EA/EIS</li> <li>• Design</li> <li>• Construction</li> </ul> <p><b>Note:</b> Details should be included in deliverables. This table should be available to inform reviewers and negotiations.</p>
<b>Conflict of Interest</b>	<p>Will the lead or contributing partner make application for Financial Assistance in this activity type?</p> <p>Note: If "Yes", NRCS will limit partner input into RCPP award management to elements included in original project proposals to minimize potential for conflict of interest.</p> <p>If yes, document specifically how potential conflicts of interest will be managed.</p>

***Potentially Optional (at Lead State Discretion)***

Watershed	
Exhibit Category	Exhibit Questions
<b>Eligible Land Uses</b>	Watershed activity funds will generally be utilized for the treatment of project resource concerns on most applicable land uses (as identified in the proposal or assumed based on available information). However, Watershed activities may be targeted principally to a subset of those in the project proposal or project area as a whole based on project negotiations.
<b>Land Uses</b>	If activities will be targeted to a limited set of land uses, identify targeted land uses here:  Document other Land Use Related Considerations (e.g., funds in this activity type should be targeted toward buffers on farmlands adjacent to Section 404(D) water courses; or rangeland habitat improvements within historical range of Lesser Prairie Chicken).
<b>Additional Considerations</b>	Document any additional activity-based considerations not captured above.

f) Technical Assistance for FA Activities

This table is included in each FA activity type exhibit even though not all categories are available to partners for all FA activity types.

Technical Assistance in support of FA Activities	
Exhibit Category	Exhibit Questions
<b>Pre-Application Activity</b>	Describe and provide rationale for partner delivery of this practice. Rationale may include but is not limited to (1) known limitations on NRCS staffing or expertise to accomplish critical tasks in the project area within available time or (2) expectation so partner ability to deliver TA at rates comparable or better than NRCS TA. If the partner is not delivering this TA practice, then put N/A.
<b>Planning on FA Applications or Contracts</b>	Describe and provide rationale for partner delivery of this practice. Rationale may include but is not limited to (1) known limitations on NRCS staffing or expertise to accomplish critical tasks in the project area within available time or (2) expectation so partner ability to deliver TA at rates comparable or better than NRCS TA. If the partner is not delivering this TA practice, then put N/A.

Technical Assistance in support of FA Activities	
Exhibit Category	Exhibit Questions
<b>Design on FA Applications or Contracts</b>	Describe and provide rational for partner delivery of this practice. Rationale may include but is not limited to (1) known limitations on NRCS staffing or expertise to accomplish critical tasks in the project area within available time or (2) expectation so partner ability to deliver TA at rates comparable or better than NRCS TA. If the partner is not delivering this TA practice, then put N/A.
<b>Installation Assistance on FA Applications or Contracts</b>	Describe and provide rational for partner delivery of this practice. Rationale may include but is not limited to (1) known limitations on NRCS staffing or expertise to accomplish critical tasks in the project area within available time or (2) expectation so partner ability to deliver TA at rates comparable or better than NRCS TA. If the partner is not delivering this TA practice, then put N/A.
<b>Checkout on FA Applications or Contracts</b>	Describe and provide rational for partner delivery of this practice. Rationale may include but is not limited to (1) known limitations on NRCS staffing or expertise to accomplish critical tasks in the project area within available time or (2) expectation so partner ability to deliver TA at rates comparable or better than NRCS TA. If the partner is not delivering this TA practice, then put N/A.
<b>Atypical Post-Application Services</b>	Describe and provide rational for partner delivery of this practice. Rationale may include but is not limited to (1) known limitations on NRCS staffing or expertise to accomplish critical tasks in the project area within available time or (2) expectation so partner ability to deliver TA at rates comparable or better than NRCS TA. If the partner is not delivering this TA practice, then put N/A.
<b>Eligible 3rd Party Contract Management</b>	Describe and provide rational for partner delivery of this practice. Rationale may include but is not limited to (1) known limitations on NRCS staffing or expertise to accomplish critical tasks in the project area within available time or (2) expectation so partner ability to deliver TA at rates comparable or better than NRCS TA. If the partner is not delivering this TA practice, then put N/A.



g) Enhancement Technical Assistance

Exhibit Category	Exhibit Questions
<p><b>RCPP TA Practice Types</b></p>	<p>Provide a general basis for inclusion of each applicable TA-E item in this RCPP project. Rationales should support budgets and specific items in Programmatic Agreement and Supplemental Agreement Deliverables.</p> <ul style="list-style-type: none"> <li>• Project Management</li> <li>• Communication and Coordination</li> <li>• Outreach and Education</li> <li>• Defined Outcome Assessment</li> <li>• Conservation Innovation</li> <li>• Other Eligible Purposes</li> </ul>