

ATTACHMENT 1

PROGRAMMATIC PARTNERSHIP AGREEMENT
Between the
USDA Natural Resources Conservation Service (NRCS)
And
Sonoma County Agricultural Preservation and Open Space District

Introduction:

This Programmatic Partnership Agreement (PPA) is entered into between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service, henceforth “NRCS”, and the Sonoma County Agricultural Preservation and Open Space District, henceforth named “Lead Partner”. Under the terms of this PPA, NRCS and Lead Partner agree to provide complementary and compatible assistance related to delivery of targeted conservation benefits to provide conservation benefits in the project area. Collectively, NRCS and Lead Partner are referred to as “Parties”. NRCS assistance in this RCPP project will be provided as Regional Conservation Partnership Program (RCPP) financial and technical assistance to implement eligible activities. Lead Partner assistance (contributions) under this PPA may include cash or in-kind assistance provided directly by Lead Partner and/or cash or in-kind assistance provided by contributing partners to generate RCPP project conservation benefits. This PPA does not obligate funding but instead describes the relationship between NRCS and Lead Partner and establishes the responsibilities of each of the Parties in implementing the RCPP project and delivering the conservation benefits described herein.

I. Authority

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

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

II. Background

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

Lead Partner submitted a proposal for RCPP funding to help generate targeted conservation benefits in the Project area as shown in (Attachment A). Lead Partner satisfies the RCPP eligibility requirements for participation in a partnership agreement as a unit of local government.

This PPA describes the framework for implementing the RCPP project titled Innovative Conservation: Vital Streams and Forests.

ATTACHMENT 1**III. Purpose**

The purpose of this PPA is to establish the framework for cooperation between NRCS and Lead Partner to implement eligible activities and obtain RCPP project conservation benefits by addressing resource concerns with eligible producers and partners within the approved project area. The PPA was developed based on a proposal received under Announcement of Program Funding # USDA-NRCS-NHQ-RCPP-20-GEN0010751 (incorporated herein by reference) and selected by the Chief of NRCS for funding.

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

- Degraded plant condition
- Water quality degradation
- Inadequate habitat for fish, wildlife, invertebrates

IV. Responsibilities of the Parties**A. NRCS will:**

1. Provide RCPP financial and technical assistance for eligible activities in accordance with RCPP regulation (7 CFR Part 1464), policy, and the terms of this PPA, including Attachment B.
2. Provide RCPP financial assistance (FA) through supplemental agreements or other contract authorities available to NRCS, to implement one or more of the four following eligible activities: Land Management, Rental, Conservation Easements Held by Eligible Entities (Entity-held Easements), or Watersheds/Public Works.
3. Support or carry out the Technical Assistance (TA) activities associated with RCPP-funded actions, which may include but are not limited to—compliance checks for program eligibility under 7 CFR part 12 and part 1400, subpart F; compliance activities under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and Endangered Species Act (ESA); and other needs indicated by policy, in the PPA or under terms of associated supplemental agreements. Additional RCPP TA may be provided by NRCS, Lead Partner, contributing partners, third parties, or any combination therein. Obligations and expenditures will follow RCPP program requirements.
4. Retain responsibility and authority for determining technical adequacy and payment requirements for RCPP-funded technical and financial assistance in this project. Once executed, RCPP supplemental agreements (FA or TA) entered into under the general framework of this PPA shall be managed in accordance with RCPP program requirements, and the terms of the specific supplemental agreement.
5. Actively participate in the development of the Table of Deliverables establishing RCPP fund and activity specific budgets and typical activities in this project and documenting details of proposed partner contribution delivery.
6. Within program authorities, make every reasonable effort to support Lead Partner model for project implementation described in Exhibits 1-5.
7. Provide annual reviews and report on NRCS uses of RCPP TA funds.

ATTACHMENT 1

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

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

B. Sonoma County Agricultural Preservation and Open Space District will:

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

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

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

4. Agree that NRCS retains final authority to determine the eligibility and valuation of partner contributions with respect to RCPP reporting and PPA compliance purposes. NRCS determinations shall be informed by considerations including but not limited to, a clear relationship of the contributions toward addressing the identified RCPP project resource concerns in the project area consistent with the terms of this PPA.

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

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

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

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

ATTACHMENT 1

9. Submit to NRCS annual project progress reports and a final report as detailed in Attachment C.
10. Measure, monitor, model, and report on the RCPP project outcomes of the project as described in Attachment E.
11. Acknowledge NRCS assistance in public relations or communications materials or events related to RCPP project activities. Provide draft copies of such information to the relevant NRCS State office for review and comment prior to public release.
12. Lead Partner is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between Lead Partner and third parties to carry out RCPP project activities.

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

1. The NRCS Programs Portal (defined here to include any replacement of the existing system implemented by NRCS) will be used to track, monitor, implement, and manage this PPA. The Parties shall maintain access to and be expected to use the software platform to assist in fulfilling their responsibilities under this PPA, including but not limited to communications related to project management, project reporting, and outcome assessment and documentation.
2. The Parties and their respective agencies, organizations and offices will manage their own activities and funding in accomplishing the purposes of the RCPP project and fulfilling their responsibilities under this PPA. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents, assigns, or employees, for any injury to person or property resulting in any manner from the conduct of its own operations, and the operations of its agency or employees, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency, or its own employees.
3. NRCS reserves the right and authority to reduce or discontinue RCPP assistance based on funding availability, or inability of the Parties to negotiate terms of PPA or supplemental agreements to ensure NRCS has capacity to fulfill its program management responsibilities, or ensure eligibility and technical adequacy of assistance provided.
4. RCPP funds obligated through supplemental agreements shall generally remain available for the duration of the supplement agreement, however, NRCS reserves the right to cancel or terminate such supplemental agreements if Lead Partner fails to deliver required contributions.
5. Nothing in this PPA commits either NRCS or Lead Partner to obligate or transfer any partner funds or RCPP assistance funding. Specific actions that may involve the transfer of funds, services, or property among Lead Partner and NRCS will require execution of separate agreements and be contingent upon the availability of appropriated funds and technical services, and negotiation of specific financial and technical assistance delivery mechanisms and contract terms.
6. Adhere to the privacy requirements associated with Federal laws including 16 USC 3844(b), 7 USC 8791, and the Privacy Act (5 U.S.C. 552a;) with respect to any information received from NRCS, partners, producers or others in relation to this PPA. Project specific details, including needed information sharing, is further addressed in Attachment D.
7. NRCS authority to implement or support RCPP project activities is also subject to statutory and regulatory requirements, Executive Orders, and other legal requirements not individually addressed in this

ATTACHMENT 1

PPA, including but not limited to the Food Security Act of 1985, as amended, and associated regulations, NEPA and associated environmental laws, Office of Management and Budget (OMB) Circulars, and related requirements. Where such requirements necessitate adjustments to the terms and conditions of this PPA, the Parties must either agree to such adjustments or NRCS must terminate this PPA.

V. Expected Accomplishments and Deliverables

RCPP-funded and partner contribution-based deliverables are listed in the Attachment B. RCPP- funded activities implemented under the framework of this PPA must comply with applicable agency policies, including applicable NRCS conservation practice or activity standards and specifications and must comply with all applicable technical and administrative requirements, including but not limited to planning, environmental, design, and financial accountability requirements. Upon request, NRCS may consider waiving policy based (non-statutory) requirements, if NRCS, in its sole discretion, determines that doing so would result in equal or greater conservation benefits consistent with RCPP purposes and the objectives of this PPA, would not create an undue administrative burden, and would not unduly contribute to actual or perceived perceptions of inequality or unfairness among similarly situated partners or producers. Partner contributions are not necessarily subject to these same requirements unless directly associated with RCPP assistance or Attachment B explicitly identifies that such requirements apply.

VI. Technical and Administrative Contacts

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

VII. Duration

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

Start Date: _____ End Date: _____

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

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

Minor Changes: By mutual consent, minor changes can be requested, negotiated and if approved by NRCS, documented in the agency software without necessity of a new agreement or new agreement

ATTACHMENT 1

signatures. NRCS will only approve minor changes when the agency determines changes are consistent with program requirements and would not affect key components of project scope e.g. rescheduling deliverables, or adjusting typical activities associated with deliverables.

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

IX. Ending Project Prior to Agreement End Date: Termination

Terminations.

- (1) Lead Partner may request that NRCS terminate this PPA, provided the request for termination is in writing, and includes the reasons for termination.
- (2) NRCS may terminate this PPA if—
 - (i) Justified by the reasons provided by the lead partner;
 - (ii) NRCS determines that a modification of the partnership agreement is necessary to comply with program policy or applicable law(s) and the partner does not concur with such modification; or
 - (iii) The lead partner fails to correct noncompliance with a term of the partnership agreement.
- (3) A termination may be justified by circumstances beyond the lead partners' control that prevents completion of one or more provisions of the partnership agreement, such as a natural disaster or other circumstances in which NRCS may determine that termination is in the public interest.
- (4) If a program agreement is terminated, the lead partner forfeits all rights to any **unobligated** technical or financial assistance **remaining** under the partnership agreement.
- (5) Effect on other agreements. Termination of a partnership agreement under this section will result in the termination of supplemental agreement(s) unless NRCS determines that the supplemental agreement would advance an eligible program activity within the project area. NRCS and Lead Partner shall be permitted to terminate Supplemental Agreements in accordance with their terms without disturbing the parties' respective rights and responsibilities under this partnership agreement. NRCS's determination that Lead Partner has failed to correct any noncompliance with a specific term or obligation under a supplemental agreement shall not be sufficient grounds to terminate this partnership agreement, unless such noncompliance is a material breach of this partnership agreement.
- (6) Refund and right to future assistance. If NRCS terminates a partnership agreement due to noncompliance with its terms or conditions, the lead partner will forfeit any right to any future assistance under the partnership agreement and may as determined by NRCS be required, per terms of a Supplemental Agreement, to refund all or part of any payments received directly by the lead partner, plus interest.

ATTACHMENT 1

(7) No termination initiated by NRCS under this section shall be effective unless (i) Lead Partner has first been afforded a written notice detailing the reason(s) for NRCS's proposed termination and (ii) Lead Partner has failed to cure any alleged violation of the partnership agreement following the expiration of a reasonable opportunity to cure the alleged violation, as applicable.

ATTACHMENT 1

X. Attachments

RCPP Partnership Agreement Specific Forms:

Exhibit 1: AFA FA Funds for Partner Led Land Management Activity Expectations

Exhibit 3: AFA FA Funds for Partner Led Easements Activity Expectations

Exhibit 5: Enhancement TA Activity Expectations

Attachment A: Project Area Map

Attachment B: Table of Deliverables (and any supporting documents, fee schedules. etc.)

Attachment C: RCPP Reporting Requirements Reporting

Attachment D: Privacy

Attachment E: Project Outcomes

Signatures:

A. Lead Partner (Sign First)

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

Signature	Date
-----------	------

Name	Title
------	-------

B. NRCS (Sign Last)

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

Signature	Date
-----------	------

Name	Title (Attach Designation if not State Conservationist)
------	---

ATTACHMENT 1

Attachment B: Table of Deliverables

FA Deliverables

Total Allocated FA:		Total Entered FA:	
\$2,480,000.00		\$2,480,000.00	
Allocated AFA FA for Land Management \$0.00	Allocated % AFA FA for Land Management 0%	Entered AFA FA for Land Management \$200,000.00	Entered % AFA FA for Land Management 6%
Allocated AFA FA for Easements - Entity Held \$2,480,000.00	Allocated % AFA FA for Easements - Entity Held 71%	Entered AFA FA for Easements - Entity Held \$2,280,000.00	Entered % AFA FA for Easements - Entity Held 65%
Allocated AFA FA for Watershed Projects \$0.00	Allocated % AFA FA for Watershed Projects 0%	Entered AFA FA for Watershed Projects \$0.00	Entered % AFA FA for Watershed Projects 0%
Allocated AFA FA for Rental Activities \$0.00	Allocated % AFA FA for Rental Activities 0%	Entered AFA FA for Rental Activities \$0.00	Entered % AFA FA for Rental Activities 0%

#	Calendar Year	State	Activity Type	Contract Type	Typical Activity	Budget
11	2022	CA	AFA FA Funds for Partner Led Easements	3rd Party Contracts	NRCS due diligence activities that cannot be delegated, such as hazard materials search and appraisal technical review.	\$6,000.00
12	2023	CA	AFA FA Funds for Partner Led Easements	3rd Party Contracts	NRCS due diligence activities that cannot be delegated, such as hazard materials search and appraisal technical review.	\$6,000.00
14	2025	CA	AFA FA Funds for Partner Led Easements	3rd Party Contracts	NRCS due diligence activities that cannot be delegated, such as hazard materials search and appraisal technical review.	\$6,000.00
13	2024	CA	AFA FA Funds for Partner Led Easements	3rd Party Contracts	NRCS due diligence activities that cannot be delegated, such as hazard materials search and appraisal technical review.	\$6,000.00
15	2026	CA	AFA FA Funds for Partner Led Easements	3rd Party Contracts	NRCS due diligence activities that cannot be delegated, such as hazard materials search and appraisal technical review.	\$6,000.00
2	2023	CA	AFA FA Funds for Partner Led Easements	Parcel Contracts	Partners will acquire conservation easements in furtherance of the goals and objectives of this program, including payment towards acquisition of the easement and other allowed associated costs.	\$450,000.00
3	2024	CA	AFA FA Funds for Partner Led Easements	Parcel Contracts	Partners will acquire conservation easements in furtherance of the goals and objectives of this program, including payment towards acquisition of the easement and other allowed associated costs.	\$450,000.00
4	2025	CA	AFA FA Funds for Partner Led Easements	Parcel Contracts	Partners will acquire conservation easements in furtherance of the goals and objectives of this program, including payment towards acquisition of the easement and other allowed associated costs.	\$450,000.00
6	2022	CA	AFA FA Funds for Partner Led Land Management	Supplemental Agreements	Payments to landowners for implementation of land conservation activities that further the purpose and goals of this agreement.	\$40,000.00
9	2025	CA	AFA FA Funds for Partner Led Land Management	Supplemental Agreements	Payments to landowners for implementation of land conservation activities that further the purpose and goals of this agreement.	\$40,000.00
5	2026	CA	AFA FA Funds for Partner Led Easements	Parcel Contracts	Partners will acquire conservation easements in furtherance of the goals and objectives of this program, including payment towards acquisition of the easement and other allowed associated costs.	\$450,000.00
7	2023	CA	AFA FA Funds for Partner Led Land Management	Supplemental Agreements	Payments to landowners for implementation of land conservation activities that further the purpose and goals of this agreement.	\$40,000.00
8	2024	CA	AFA FA Funds for Partner Led Land Management	Supplemental Agreements	Payments to landowners for implementation of land conservation activities that further the purpose and goals of this agreement.	\$40,000.00
10	2026	CA	AFA FA Funds for Partner Led Land Management	Supplemental Agreements	Payments to landowners for implementation of land conservation activities that further the purpose and goals of this agreement.	\$40,000.00
1	2022	CA	AFA FA Funds for Partner Led Easements	Parcel Contracts	Partners will acquire conservation easements in furtherance of the goals and objectives of this program, including payment towards acquisition of the easement and other allowed associated costs.	\$450,000.00

ATTACHMENT 1

TA Deliverables

Total Allocated TA:		Total Entered TA:	Minimum TA-I NRCS
\$1,020,000.00		\$806,000.00	\$175,000.00
Allocated TA-I Partner: \$600,000.00	Allocated TA-I Partner %: 17%	Entered TA-I Partner: \$90,000.00	Entered TA-I Partner % 3%
Allocated TA-E \$245,000.00	Allocated TA-E % 7%	Entered TA-E \$465,000.00	Entered TA-E % 13%
Allocated TA-I NRCS \$175,000.00	Allocated TA-I NRCS % 5%	Entered TA-I NRCS \$251,000.00	Entered TA-I NRCS % 7%

#	Calendar Year	State	Activity Type	Contract Type	Typical Activity	Budget
41	2022	CA	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$37,500.00
42	2023	CA	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$37,500.00
43	2024	CA	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$37,500.00
44	2025	CA	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$37,500.00
45	2026	CA	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$38,250.00
13	2022	CA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$12,000.00
20	2024	CA	Enhancement TA	Supplemental Agreements	Project Management	\$24,000.00
24	2023	CA	Enhancement TA	Supplemental Agreements	Outreach and Education	\$42,500.00
28	2022	CA	Enhancement TA	Supplemental Agreements	Conservation Innovation	\$42,500.00
14	2023	CA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$12,000.00
15	2024	CA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$12,000.00
16	2025	CA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$12,000.00
17	2026	CA	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$12,000.00
18	2022	CA	Enhancement TA	Supplemental Agreements	Project Management	\$24,000.00
19	2023	CA	Enhancement TA	Supplemental Agreements	Project Management	\$24,000.00
21	2025	CA	Enhancement TA	Supplemental Agreements	Project Management	\$24,000.00
25	2024	CA	Enhancement TA	Supplemental Agreements	Outreach and Education	\$42,500.00
38	2024	CA	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$18,000.00
22	2026	CA	Enhancement TA	Supplemental Agreements	Project Management	\$24,000.00
23	2022	CA	Enhancement TA	Supplemental Agreements	Outreach and Education	\$30,000.00
26	2025	CA	Enhancement TA	Supplemental Agreements	Outreach and Education	\$42,500.00
30	2023	CA	Enhancement TA	Supplemental Agreements	Conservation Innovation	\$21,250.00
27	2026	CA	Enhancement TA	Supplemental Agreements	Outreach and Education	\$42,500.00
29	2022	CA	Enhancement TA	Supplemental Agreements	Conservation Innovation	\$21,250.00
39	2025	CA	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$18,000.00
40	2026	CA	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$18,000.00

ATTACHMENT 1

36	2022	CA	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$18,000.00
37	2023	CA	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$18,000.00
1	2022	CA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$12,500.00
2	2023	CA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$12,500.00
3	2024	CA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$12,500.00
4	2025	CA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$12,500.00
5	2026	CA	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$12,750.00

ATTACHMENT 1

Partners and Contributions

Partner Contribution ratio: 1	Entered Contribution ratio: 2
Total Proposed Contributions Amount: \$10,905,000.00	Total Entered Contributions Amount: \$6,750,000.00
Total Proposed TA Contributions Amount: \$105,000.00	Total Entered TA Contributions Amount: \$0.00
Total Proposed FA Contributions Amount: \$10,800,000.00	Total Entered FA Contributions Amount: \$6,750,000.00

Partners

Partner/Entity Name	Partner/Entity Type	Contact Name	Contact Email	Contact Phone	Total Contribution
Sonoma County Ag + Open Space	State or unit of local government	Mary Chambers	mary.chambers@sonoma-county.org	(707) 565-7263	\$6,750,000.00

Partner Contributions

#	Calendar Year	State	Activity Type	Funding Source	Lead	Typical Activity	Extent	Measurement Unit	Budget	Cash/In-Kind	Match as Contribution
21	2026	CA	FA: RCPP Entity Held Easement Activity Related Expenditures	Lead Partner (Non-Federal Funds)	Sonoma County Ag + Open Space	Access or related land rights for conservation easement purchase.	1687500.0	Dollars	\$1,687,500.00	Cash	Yes
22	2025	CA	FA: RCPP Entity Held Easement Activity Related Expenditures	Lead Partner (Non-Federal Funds)	Sonoma County Ag + Open Space	Access or related land rights for conservation easement purchase.	1687500.0	Dollars	\$1,687,500.00	Cash	Yes
23	2024	CA	FA: RCPP Entity Held Easement Activity Related Expenditures	Lead Partner (Non-Federal Funds)	Sonoma County Ag + Open Space	Access or related land rights for conservation easement purchase.	1687500.0	Dollars	\$1,687,500.00	Cash	Yes
24	2023	CA	FA: RCPP Entity Held Easement Activity Related Expenditures	Lead Partner (Non-Federal Funds)	Sonoma County Ag + Open Space	Access or related land rights for conservation easement purchase.	1012500.0	Dollars	\$1,012,500.00	Cash	Yes
25	2022	CA	FA: RCPP Entity Held Easement Activity Related Expenditures	Lead Partner (Non-Federal Funds)	Sonoma County Ag + Open Space	Access or related land rights for conservation easement purchase.	675000.0	Dollars	\$675,000.00	Cash	Yes

ATTACHMENT 1

Attachment E: Project Outcomes

Conservation Outcomes

Outcome Title >	Resource Concern	Expected Completion	Outcome Methodology	Other (Describe)	States	Detailed Description
Permanently protected habitat	Inadequate habitat for fish, wildlife, and invertebrates	2026	Other (Describe)	Recorded conservation easement	CA	Conservation easements on high priority riparian habitats that will permanently protect habitat for fish, wildlife, and invertebrates through restrictions on uses within these sensitive habitats. The conservation easements will balance resource protection with agricultural viability. Map areas of habitat protected via these easements.
Enhanced riparian/forest habitat	Inadequate habitat for fish, wildlife, and invertebrates	2026	Best Scientific Estimate		CA	Map areas of habitat enhanced, based on implementation of prescribed land management activities. In limited number of sites, perform field verification to verify areas of enhanced habitat.
Reduced runoff	Water quality degradation	2026	Modeling		CA	Model benefits of implementation of compost application and other land management practices for infiltration/water holding capacity.

Conservation Outcomes Deliverables

#	Outcome Title	Expected Completion	Outcome Methodology	Other (Describe)	Work Performed By	States	Deliverable	Baseline Conditions Established?	Describe how baseline conditions were or will be established
1	Reduced runoff	2026	Modeling		Sonoma County Ag + Open Space	CA	1 acre-foot of runoff reduced	Yes	Modeling to estimate soil infiltration capacity and/or soil carbon at baseline, potentially with soil sampling in limited number of sites.
2	Enhanced riparian/forest habitat	2026	Best Scientific Estimate		Sonoma County Ag + Open Space	CA	10 acres of riparian/forest habitat enhanced	Yes	Initial on-site or imagery-based assessment to determine baseline habitat condition.
3	Permanently protected habitat	2026	Other (Describe)	Recorded conservation easement	Sonoma County Ag + Open Space	CA	5 easements	Yes	A baseline conditions report is developed for each conservation easement that will establish the site condition at the time of easement purchase. This report will be the basis of monitoring of the conservation easement in perpetuity in order to ensure the continued protection of the conservation values.

ATTACHMENT 1

Economic Outcomes

Outcome Title	Resource Concern	Expected Completion	Outcome Methodology	Other (Describe)	States	Detailed Description
Increased affordability of agricultural land	Inadequate habitat for fish, wildlife, and invertebrates	2026			CA	Difference in market value of property based on before and after appraisal

Economic Outcomes Deliverables

#	Outcome Title	Expected Completion	Outcome Methodology	Other (Describe)	Work Performed By	States	Deliverable	Baseline Conditions Established?	Describe how baseline conditions were or will be established
1	Increased affordability of agricultural land	2026			Sonoma County Ag + Open Space	CA	5 properties with reduced value	Yes	Appraised value of agricultural property before easement is applied

ATTACHMENT 1

Social Outcomes

Outcome Title	Resource Concern	Expected Completion	Outcome Methodology	Other (Describe)	States	Detailed Description
Increased understanding among ag landowners	Water quality degradation	2026			CA	Count the number of attendees at events which share information with ag landowners on importance of groundwater recharge/ surface water protection, riparian corridors, and the role of conservation easements

Social Outcomes Deliverables

#	Outcome Title	Expected Completion	Outcome Methodology	Other (Describe)	Work Performed By	States	Deliverable	Baseline Conditions Established?	Describe how baseline conditions were or will be established
1	Increased understanding among ag landowners	2026			Sonoma County Ag + Open Space	CA	50 participants	No	NA

ATTACHMENT 1

Exhibits

Exhibit 1: Alternative Funding Arrangement (AFA) Land Management Activity

Overview: This exhibit documents and requirements related to partner-led Land Management activities under the above referenced RCPP Programmatic Partnership Agreement (PPA).

Purpose: This exhibit identifies how partner-led Land Management activities will be administered and implemented to support the project and meet program requirements. This exhibit also identifies the respective responsibilities of the Parties and the RCPP program requirements applicable to Land Management activities. Additional detail and requirements will be included in supplemental agreement templates.

Section 1A - Financial Assistance Expectations for Land Management Activity Awards:

Table 1A: Land Management AFA Activities

	<p>In order to be eligible for RCPP funding, Land Management activities must be completed by 1) a producer on eligible land under the producer's direct control, or 2) a partner for the direct benefit of eligible producer(s) and eligible lands.</p> <p>In either case, direct benefits must accrue to Farm Bill eligible lands and producers/landowners and proposed activities must be consistent with RCPP program authorities.</p> <p>Describe the contracting model partner will use to manage land management activity funds and provide funding or benefits to eligible producers and eligible lands.</p> <p>As acknowledged by their inclusion as partners in the original application, Sonoma and Gold Ridge Resource Conservation Districts (RCDs) are uniquely qualified to support the restoration and land management aspect of this project. Their qualifications and experience will be essential to successful completion of the restoration and land management goals laid out in the original application. Therefore, the District will subcontract with the RCDs for the planning and implementation of Land Management under this project. The contracting model that the lead partner (the District) will use to manage land management activity funds and provide funds or benefits to eligible lands and landowners will include an Agreement between the District and the landowner as a condition of</p>
--	---

ATTACHMENT 1

Overview and Eligibility:
Eligible Producers and Eligible
Lands

purchase, and Restoration Implementation Agreements between the landowner and a partner RCD (Sonoma RCD and Gold Ridge RCD). The process will proceed as follows. A steering committee will utilize a project-specific scoring tool to screen and score applications on a quarterly or semiannual basis. The steering committee will employ a threshold score model to make funding selections. All applicants will be notified of their application screening and ranking status in writing, via either a funding selection or non-selection letter. For selected applications which require land management restoration activities, the District and the Landowner will sign an Agreement as a condition of easement purchase. The contract will be for a period of 10 years, or for the estimated life of the practice. The elements of this Agreement will include the following: - Objective, goals, and scope of the agreement - Locations and planned amounts for scheduled practices - Implementation timeline, anticipated completion date, and agreement period - Practice implementation requirements and certification process - Access right for partner RCD to enter the property for the term of the agreement - Procedures for processing payments - Authorization for partners to implement practices (where payments are not made to producers) - Operation and maintenance requirements - Procedures for submitting concerns and appeal requests to the District - Remedies clause including consequences of failure such as prohibition from future participation, legal remedies, etc. Then, the partner RCD and the landowner will sign a Planning Agreement that will state the landowner's commitment to developing and, pending mutual agreement on the plan content, implementing a land management conservation plan. The plan will then be developed by the partner RCD using NRCS conservation practice standards. Upon mutual agreement on the plan contents, payment rates, and approval by the District's Board of Directors, the partner RCD and landowner will enter into a Restoration Implementation Agreement. NRCS will commence eligibility determinations when funding selections are made and perform compliance reviews once the final plan has been signed by the partner RCD and landowner. Further details on the content of these agreements, including compensation amounts, the practice certification process, and payment request process is addressed later in this exhibit. Meanwhile, the District will manage financial assistance (FA) supplemental agreements (SAs) in the Partner Portal (portal). The District will process all invoices and enter all payment request information into the portal. Partner RCDs and Landowners will receive reimbursement through the District. The District and each partner RCD will enter into an auxiliary agreement that describes the following: - Expectations of the partner RCD with respect to the development and management of plans and agreements for land management activities. - Description of qualified personnel who can design, plan, oversee, and verify the practice, or the need for external support to perform these functions. - The invoicing and reimbursement structure, which will reflect the structure laid out in the SA. Partners will develop a project tracking tool (a spreadsheet), which will track the above items. This tracking tool will record important dates and actions including application submission dates and decisions, Restoration Implementation

ATTACHMENT 1

	<p>Agreement dates, SA start dates, practice certification dates, and payment requests. This tool will be shared with NRCS on a regular basis.</p>
<p>Overview and Eligibility: Work by Producers on Eligible Land (with payments to producers)</p>	<p>Will this project involve any Land Management activities implemented by eligible producers on eligible lands, with payments to producers? Yes</p> <p>If yes, describe how partner will use one or more of the following mechanisms to deliver assistance. See Below.</p> <p>1) Contracts with producers for producers to implement conservation practices or activities for which producers will receive payment(s). Describe how compensation amounts for activity-based payments to producers will be determined (make sure to describe how compensation amounts compare to available NRCS payment schedule amounts). For contracts with producers for producers to implement conservation practices, the compensation amounts will be based on the applicable NRCS conservation practice scenario and the payment amount will be at 100 percent of the calculated NRCS practice scenario cost.</p> <p>2) Contracts with producers where Pay-for-Performance or Market-based payments will be used in lieu of practice or activity payments. Detail how compensation amounts for these methods will be determined (include comparisons to make compensation amounts available for similar activities in the traditional NRCS payment schedule model). Include a summary of how producer performance will be evaluated. NA</p>
<p>Overview and Eligibility: Work Led by Partners (without payment to producers)</p>	<p>Will this project involve any eligible Land Management activities implemented by partners without payment to producers, for the direct benefit of eligible producers and lands? No</p> <p>If yes, describe how partner will use one or more of following mechanisms to deliver assistance (as applicable) for the benefit of eligible producers and lands. See below under question, “Describe how partners will deliver activities on eligible producer-controlled lands without payments to producers (e.g., via a “partner as contractor model”?).”</p> <p>If yes, document specifically how potential conflicts of interest will be managed. Partners will follow their conflict of interest policies (see attachments).</p> <p>Describe how partners will deliver activities on eligible producer-controlled lands without payments to producers (e.g. via a “partner as contractor model”?) NA</p>

ATTACHMENT 1

	<p>If partner(s) will deliver any activities on partner controlled, public lands, describe those activities and how they will directly benefit eligible producers (e.g., EQIP Water Management Entity-like projects on partner-controlled land).</p> <p>No public lands will be targeted for financial assistance under this project.</p>
<p>Adjusted Gross Income (AGI) (Program Beneficiaries)</p>	<p>Project/activity wide AGI applicably waiver: Yes</p> <p>If yes, document justification below. NRCS to process waiver request per NRCS policy:</p> <p>There are many agricultural producers in Sonoma County who may, in any given year, exceed AGI thresholds. A project wide AGI applicability waiver will help further the conservation objectives of this project by enabling producer beneficiaries that exceed the AGI threshold to participate. This would enable us to partner with more willing landowners and broaden the reach of our program. The project objectives listed below were identified to address priority resource concerns in Sonoma County (i.e., water quality degradation, inadequate habitat for fish and wildlife, and degraded plant condition): - Increase the number of riparian corridors on agricultural lands protected via permanent conservation easements. - Improve forest health and protect source water (both surface and ground). - Implement conservation practices to restore and enhance protected properties. Through conservation easements and land management contracts, we hope to make a lasting improvement in land stewardship in our county. The support for project wide AGI waiver can be demonstrated by the success of the Farm Bill 2014 RCPP project No. 1309, Sonoma County Venture Conservation, that allowed participation of producers and landowners who otherwise would have been AGI ineligible. In addition, project partners have a particular desire to grow the pool of potential participants in this project, as the near-continuous natural disasters in our county for the past four years have made the need for conservation and stewardship work more important than ever. A project wide AGI applicability waiver for this project would enable partners to reach more landowners and implement conservation benefitting the entire community at a time when it is desperately needed.</p> <p>NRCS Use Only: Waiver approved? Yes</p>

Absent documentation of waiver approval waiver request shall be considered pending, not approved.

	<p>Expenditures of RCPP FA funds must address one or more of the resource concern categories as documented in the PPA. Is funding for Land Management activities to be available for all project resource concern categories? No</p>
--	---

ATTACHMENT 1

<p>Resource Concerns and Related Considerations</p>	<p>If “No”, identify only those resource concern categories that will be addressed through this activity type: Degraded Plant Condition; Terrestrial Habitat; Aquatic Habitat; Field Sediment, Nutrient, and Pathogen Loss; Concentrated Erosion; Wind and Water Erosion;</p>
<p>Principal Resource Concerns</p>	<p>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”): Resource concern related considerations include the following: - Flooding along riparian corridors impacts communities throughout Sonoma County. - Hydromodification and runoff from upland areas can significantly impact the health and function of adjacent riparian areas. - Riparian corridors on agricultural lands often coincide with Sustainable Groundwater Management Act priority groundwater basins. Many opportunities for groundwater recharge and infiltration exist within county stream channels and riparian corridors. - Riparian habitats sustain some of the highest biodiversity levels and in Sonoma County they support three federally listed salmonid species, the CA red-legged frog, and the federally listed CA freshwater shrimp. The Santa Rosa Plain/Laguna de Santa Rosa, a large floodplain wetland complex, is an internationally recognized RAMSAR site and one of CA’s largest freshwater wetlands. This high-value ag area is home to 3 federally listed plant species, federally listed CA tiger salamander, and CA red-legged frog. - Forestlands in Sonoma County are at risk due to conversion to other land uses as well as from catastrophic wildfire. Conservation of forestlands can support agricultural viability, timber production, enhancement of threatened and endangered habitat, carbon sequestration, protection of water quality, and reduction of the risk of catastrophic fires.</p>
<p>Land Uses</p>	<p>If activities will be targeted to a limited set of land uses, identify targeted land uses here: Associated Ag Land; Forest; Range; Pasture; Crop; Farmstead;</p> <p>Document other Land Use Related Considerations (e.g. cropland activities shall be targeted toward reduced surface erosion; grazing land activities to improving plant community health). Land use considerations include restoration of riparian and forest ecosystems, improving habitat for at-risk and threatened and endangered species, and protecting source water (both surface and ground). Planned activities on all land use types will therefore aim to reduce erosion and sedimentation; reduce runoff; preserve and enhance sensitive habitat, especially in riparian areas; improve forest health; and protect and recharge groundwater aquifers.</p>
	<p>Describe General Process Partner will use to accept applications.</p>

ATTACHMENT 1

The District, in consultation with subcontracting partners and other relevant stakeholders as needed, will develop a single application that covers both easement and land management activities. This will include defining “qualifying agricultural land” to ensure that all lands considered meet the requirements of the project. The District has an existing easement application process. As part of the development of the Sonoma-specific scoring tool (see below), this process will be adapted to gather the additional information needed, fit into the overall application process, and otherwise fit the needs of this project. The application will collect information about the applicant’s interest in conservation easements, interest in long-term restoration of riparian and headwater areas, a history of agricultural management on their land, business type and tax ID, and historically underserved (HU) status. The assessment process will include gathering additional information through a desktop analysis using GIS tools and aerial images. Partners will work with each landowner to ensure that the information needed for evaluation is adequately documented, and applications will be screened and scored based on the criteria developed by partners. The Steering Committee will manage applications. If an application is accepted, the District will manage the easement process thereafter. If an accepted application includes a land management element, the applicable RCD will manage that element thereafter.

If project proposal included specific projects or proposal which are to be funded without assessment or ranking, describe them here.

The proposal did not include specific projects to be funded without assessment or ranking. All funding decisions will be made using the Sonoma-specific scoring tool developed specifically for this project, as described below.

Document how partner will evaluate, assess, and rank applications. Specifically describe mechanisms to ensure funded activities will address RCPP project resource concerns.

Partners will collaborate to research and develop a tool to support effective project implementation. Development of the tool will include operationalization of the project priorities into factors that could be assessed through GIS, GIS analysis of distributions of land types relevant to the project in Sonoma County, production of GIS datasets showing priority areas relevant to the project priorities, and identification of a total threshold value that would numerically indicate alignment with the project priorities. The development of the tool will be part of the TA-E: conservation innovation area of work. Note that TA-E funding will not be used for the scoring/ranking of individual applications. The District will oversee the development of the tool. A steering committee made up of project partner organizations will review and approve the final scoring tool. This Sonoma-specific scoring tool will then be used evaluate, assess, and rank applications. The framework of the scoring tool will be guided by the three primary project objectives: (1) Increase the number of high priority riparian corridors on agricultural lands protected via permanent conservation easements; (2) Improve forest health and

ATTACHMENT 1

Application Processes

protect source water (both surface and ground); and (3) Implement conservation practices to restore and enhance protected properties. The tool will include basic screening criteria as well as scoring criteria and a threshold funding score. Screening criteria will include whether the application is located on private, agricultural land (per the NRCS definition); does not constitute a conflict of interest; and is not owned by a landowner who has outstanding violations with project partners. Priority for any areas of special interest identified as part of the project will also be reflected in the scoring criteria. Application scoring criteria will assess how well the proposed project (easement or easement plus land management) supports solutions to or prevents the project resource concerns: Degraded Plant Condition; Inadequate habitat for fish, wildlife, and invertebrates (Terrestrial Habitat, Aquatic Habitat); and Water Quality Degradation (Field sediment, nutrient, and pathogen loss, Concentrated erosion, Wind and water erosion). Priority for any areas of special interest identified as part of the project will also be reflected in the scoring criteria. The total score will reflect both the area's existing condition and its potential to be improved through land management practices. In general, an application for an easement on a property in excellent condition would be more likely to exceed the threshold. An application for an easement plus land management activities on a property in less good condition would also be more likely to exceed the threshold. An application for an easement on a property in poor condition which expresses no openness to land management activities would be much less likely to exceed the threshold. The threshold score will be determined by the steering committee during the development of the assessment tool. Applications will be screened by the Steering Committee. They will be assessed by the steering committee on a quarterly or semiannual basis using the Scoring Tool. Applications will be treated as confidential, consistent with Farm Bill confidentiality requirements. All applicants will be notified of their application's status in writing, via either a funding selection or non-selection letter. Applications that score above the threshold will be immediately preapproved for RCPP FA funding, without further batching, ranking, or comparison. Those applications that score at or above the threshold will then be prioritized for immediate action and access to funding using factors including whether an applicant is part of a historically underserved group, and whether the application supports a balanced distribution of project sites around the County. All projects selected by the Steering Committee must also subsequently be approved by the District's Board of Directors.

Document roles (if any) NRCS will play in assessing applicant or land eligibility, as well as assessing and ranking applications.

The NRCS will be notified of all active projects under this program following project funding selection by the partners within 10 business days. NRCS will make required applicant and land eligibility determinations (i.e., inherently governmental requirements) within 30 days of being informed of funding selections by the Partners. NRCS may also serve as an advisory member of the steering

ATTACHMENT 1

committee in order to facilitate regular communication and ensure a shared understanding of project status and goals. NRCS will utilize required agency tools (e.g. CART and CD) to create the funding vehicle for contracting, however NRCS will not re-evaluate project selection.

Did this project proposal receive ranking points for historically underserved (HU) producer/beneficiary involvement?

Yes

If the answer to the above is “yes,” document how HU priority will be managed for Land Management applicants (e.g. via ranking questions to award points):

The District and its partners will develop a targeted outreach strategy which emphasizes outreach to Historically Underserved individuals and encourages them to apply to the program. The District and NRCS acknowledge that these efforts face challenges, including California State Law which prohibits basing funding decisions on race (color and ethnicity), gender, and national origin. If the District fails to deliver services to Historically Underserved individuals, this failure shall not result in a default, requirement to return funds, or undermine any other part of this Agreement.

Document specific standards and processes partner will use to plan Land Management activities e.g. NRCS standards and specifications or other.

This project will address the priority resource concerns by protecting and implementing land management practices on agricultural and forest lands in priority watersheds and headwaters. Within the Degraded Plant Condition concern, land management practices will aim to improve the ecological function of forestlands and riparian areas while enhancing resilience to wildfire. Within the Terrestrial Habitat concern, land management practices will aim to protect and improve habitat for at-risk and T & E species, and restore riparian and forest ecosystems. Within the Water Quality Degradation (i.e., Field sediment, nutrient, and pathogen loss, Concentrated erosion, Wind and water erosion) concern, land management practices will aim to restore riparian and forest ecosystems and improve resilience to extreme events including catastrophic wildfire and flooding.

Partners will utilize NRCS conservation practice standards to plan land management activities, including the following or those similar to them. Codes and Practice Names: 314 Brush management 315 Herbaceous weed treatment 327 Conservation cover 329 Residue and tillage management: no-till 338 Prescribed burning 340 Cover crop 342 Critical area planting 345 Residue and tillage management: reduced till 350 Sediment basin 362 Diversion 381 Silvopasture 382 Fence 383 Fuel Break 386 Field Border 390 Riparian Herbaceous Cover 391 Riparian forest buffer 393 Filter strip 394 Firebreak 395 Stream habitat improvement and management 410 Grade stabilization structure 412 Grassed waterway 420 Wildlife habitat planting 422 Hedgerow planting 430 Irrigation pipeline 441 Irrigation system: microirrigation 449 Irrigation Water Management 468 Lined waterway or outlet 472 Access control 484 Mulching 490

ATTACHMENT 1

Tree/shrub site preparation 516 Pasture and hay planting 516
 Livestock pipeline 528 Prescribed grazing 558 Roof runoff structure
 560 Access road 570 Stormwater runoff control 574 Spring
 development 578 Stream crossing 580 Streambank and shoreline
 protection 584 Channel bed stabilization 612 Tree/shrub
 establishment 614 Watering facility 636 Water harvesting catchment
 638 Water and sediment control basin 655 Forest trials and landings
 657 Wetland Restoration 659 Wetland Enhancement 666 Forest
 stand improvement 808 Soil carbon amendment 815 Groundwater
 recharge basin or trench 817 On-farm recharge

Planning Considerations

Document processes to ensure NRCS has adequate time, information, and staff resources to complete agency environmental compliance responsibilities (NEPA, Section 106, etc.)

The District will notify NRCS within ten business days via email of all funding selections and provide the following: applicant name, business type, tax ID, location map, scoring tool summary report, a copy of the application, and an updated version of the project tracking tool. This notification of funding selection will also include an overview of the proposed easement, and information on the scope of Land Management activities for the selected property, if any, and, if so, a general summary of these anticipated activities. NRCS will start applicant and land eligibility reviews upon receiving applicant information (i.e., name, business type, tax ID, etc.) and provide eligibility determinations to the District and Partner RCD within 15 business days. In some cases, eligibility determinations may take longer, if so, NRCS will communicate issues or request additional information from the partners and the RCD within 10 business days. The RCD and landowner will sign a Landowner Planning Agreement, and complete the remaining steps of the conservation planning process to finalize the planned practice(s) locations, amounts, and installation dates. Throughout the planning process, the Partners and the RCD will consult with NRCS as needed to share drafts to receive feedback and determine if the plan is ready for a compliance review. If Land Management activities will be carried out as part of a given project, NRCS will be notified by the Partner RCD within ten business days once the final Restoration Implementation Agreement has been agreed to by the Partner RCD and landowner. NRCS will perform the applicable compliance responsibilities for HEL/WC, NEPA, Section 106, etc. and provide final determinations to the District and Partner RCD. Timing of determinations can vary if compliance reviews require consultations with other agencies and NRCS cannot provide a fixed timeline for providing final determinations.

Document other planning related expectations of NRCS in partner/project planning processes above (if any).

Partners request that NRCS staff carry out all federal environmental review (NEPA), as well as any natural and cultural resource surveys as required for environmental compliance. Partners request that

ATTACHMENT 1

	<p>NRCS draft the CPA-52 rather than partners. The TA-I allocation for TA-I NRCS has been increased from 5% to 7.2% to account for these requests.</p>
Design Considerations	<p>Document specific standards, processes, reviews and quality assurance processes that partner will use to design Land Management activities.</p> <p>The partners will design land management activities based on NRCS standards. RCDs have on-staff engineers, as well as staff that specialize in the design of other projects, such as planting plans. If Partner RCDs do not have qualified staff to develop initial designs for activities in the conservation plan for a given project, they will contract with NRCS or with a qualified third party for design services.</p> <p>Document expectations of NRCS in design (or design reviews/approvals) above (if any).</p> <p>None.</p>
Checkout and Completion Considerations	<p>Document specific standards, processes, reviews and quality assurance processes that partner will use to ensure Land Management activities meet applicable planning and design requirements above.</p> <p>The following processes, reviews, and quality assurance steps will be taken to ensure that land management activities meet applicable planning and design requirements to NRCS practice standards and specifications. - RCDs will conduct pre-construction meetings to review final designs and implementation requirements with landowners and contractors prior to and after site layout is flagged for installation. - If, during pre-construction meetings, a significant change to the design or practice is required, the RCD may consult with the NRCS RCPP Coordinator to determine how to handle a modification request. - RCDs may be present on-site during critical installation and construction phases to provide oversight. - Depending on the complexity of the practice(s), the RCD may request NRCS attendance for pre-construction meetings and on-site installation and construction phases. - RCDs will document in writing decisions made with landowners, contractors, and NRCS. - RCDs will photo document the site prior to and after practice implementation to establish baseline and installed conditions. - RCDs will attempt to take photos from the same approximate location to ensure accuracy of baseline and installed photo documentation. - RCDs will conduct field checks after practice implementation to document completed land management activities. - RCDs will provide NRCS with the following preliminary checkout information as applicable: baseline and installed photo-documentation, GPS coordinates and/or a shapefile with practice location and units, and an as-built map. - NRCS will complete a field verification visit to certify that installed practices meet design and implementation requirements to NRCS standards and specifications.</p> <p>Document specific methods partner will employ to ensure that payments to beneficiaries are defensible and RCPP Land Management share of</p>

ATTACHMENT 1

	<p>assistance does not exceed anticipated supplemental agreement valuation payment methods.</p> <p>Partners will utilize NRCS practice payment rates or other well-documented/defended payment rates which have been accepted by NRCS.</p> <p>Document beneficiaries of land management activity funding meet Farm Bill Eligibility requirements (specifically Highly Erodible Land/Wetland Compliance [HEL/WC] and adjusted gross income [AGI]).</p> <p>NRCS will make eligibility determinations and document that beneficiaries of land management activity funding meet Farm Bill Eligibility requirements. RCDs will provide supporting documentation as needed. A project-wide AGI waiver is requested. NRCS agrees that if the AGI waiver is approved, no AGI analysis will be required as part of this program.</p> <p>Document expectations of NRCS in checkout (if any), and or document relationship between partner Land Management activity checkouts processes and proposed supplemental agreement payment methods.</p> <p>RCDs have qualified staff who are able to document evidence that practices are completed and provide supporting documentation to NRCS for final certification of practice completion. NRCS will perform final certification of practices. If Partner RCDs do not have qualified staff to verify completion for practices in the conservation plan for a given project, they will contract with NRCS or with a qualified third party for these services.</p>
<p>Operation and Maintenance</p>	<p>Document processes partner will use post installation during term of PPA to ensure land management activities are operated and maintained in accordance with applicable technical standards (e.g. practice lives, partner program contracting expectations etc.)</p> <p>The Restoration Implementation Agreement will specify the expected duration of the operation and maintenance period, in accordance with the practice lifespan as established by NRCS. Agreements will require the landowner to maintain the practice, and will allow the partners access to the site to verify maintenance if needed.</p> <p>Document expectations of NRCS in O&M (if any).</p> <p>None.</p>
<p>Conflict of Interest</p>	<p>Partner must avoid appearance and actual conflict of interest. Document any Land Management FA activities/projects described in the proposal where the Lead Partner is identified as both the partner and the direct or indirect beneficiary for which FA payment eligibility rests (vs. standard expectation that a partner should be the provider or conduit of FA benefits to other eligible producers.)</p> <p>All partners will follow their respective conflict of interest policies. Landowners (not partners) will individually apply to participate in the project. The project steering committee (which will include the District) will use objective scoring criteria to determine which projects to select for funding. The District will assign Award Land Management funds to perform restoration on properties over which</p>

ATTACHMENT 1

	<p>it holds an easement purchased using Award Easement funds. TA-I Land Management funds will be distributed to RCD partners while FA Land Management funds will be distributed to landowners. Using Award funds to perform restoration on properties over which the District holds an easement is in accordance with the original project proposal, which was selected through a competitive process by NRCS. Lastly, partners will coordinate with NRCS to manage conflicts of interest at the supplemental agreement level if necessary to ensure that there are no conflicts of interest nor appearance of any such conflict.</p>
<p>Appeals</p>	<p>Document process partner will use to address beneficiary and or contractor concerns or appeals.</p> <p>Agreements with landowners (i.e., beneficiaries) will include the procedure to submit concerns or appeals to the District (i.e., the lead partner). The District will refer beneficiary concerns to the steering committee. The District will notify NRCS of all appeals. For each appeal, NRCS and the District will negotiate if NRCS will participate in the appeal process based on NRCS’s level of involvement with decision-making up to that point in the relevant application and other factors. The project tracking tool will be used to track all applications, including those which are rejected. It will be used to track details which may be useful during an appeal, including key dates and decisions.</p>
<p>Additional NRCS/Partner Coordination Needs</p>	<p>Document specific expectations of NRCS/Partner interactions not captured elsewhere</p> <p>None.</p>
<p>Other Conservation Flexibilities:</p>	<p>Document other negotiated flexibilities not captured elsewhere</p> <p>None.</p>
<p>Other Conservation Innovations</p>	<p>In circumstances where existing tools, methods, and not captured in prior fields negotiated conservation innovations</p> <ul style="list-style-type: none"> • Pay for performance details beyond "steps" above. • Etc..
<p>Other Conservation Innovations:</p>	<p>Will this project rely on pay-for-performance?</p> <p>No</p> <p>If Yes. detail process by which Partner intends to implement pay-for-performance producer compensation approach. Description must include how performance will be evaluated and details of how value of performance levels is calculated to enable producer payments. (Reference should be made to other sections in this exhibit as necessary e.g. planning or design.)</p>

ATTACHMENT 1

Section 1B – Technical Assistance (TA) Expectations for Land Management Activities

General Expectations.

Technical Assistance funding for supplemental agreements (Partner TA-I or PTA-I) may be budgeted only to support one or more eligible RCPP FA activities. NRCS will consider Partner TA-I requests in terms of ensuring that the limited TA-I available in this project is used appropriately to support implementation of FA activities. NRCS lead state shall be responsible for determining when, and under what terms, partner provided TA-I will be available.

Table 1B-1 documents common TA-I tasks commonly associated with NRCS administration of AFA Land Management FA activity.

Table 1B-1: RCPP Land Management: Required and Typical TA Tasks**NRCS will retain TA-I for the following tasks:**

Project and agreement management to include:

- Developing and managing PPA with Lead Partner
 - Managing RCPP supplemental agreements
 - Third-party arrangements with non-lead partners
 - Other third-party arrangements (engineering, archaeologists, etc.)

· Inherently Governmental functions to include:

- Highly Erodible Land and Wetland (HEL/WC) compliance
 - Adjusted Gross Income (AGI) eligibility
 - Responsible Federal Official for environmental compliance activities
 - National Environmental Policy Act compliance
 - National Historic Preservation Act Section 106 (Section 106) consultations
 - Endangered Species Act (ESA) consultations

Implementation TA (negotiable) - Additional TA tasks are commonly needed to support Land Management FA awards. These tasks are listed below. Where these tasks have not been completed by other means, including contributions or Conservation Technical Assistance (CTA) funding, TA-I may be used to support them.

Subject to NRCS determination that the TA-I retained for the tasks listed above will support all NRCS responsibilities in this agreement and associated exhibits, TA-I for delivery of the tasks below may be

ATTACHMENT 1

negotiated and budgeted to support supplemental agreement negotiations and awards to the lead partner.

TA general TA tasks identified below must be performed by appropriately trained and qualified individual(s). In this AFA project, these TA tasks are typically the responsibilities of the lead partner, unless specific roles for NRCS are identified in Table 1A, above, and adequate TA-I for NRCS use is included in the Table of Deliverables. If at any time NRCS ability to support this project with available NRCS TA-I is compromised, NRCS may require PPA amendment or termination.

- Steps 1 and 2 – identify resource concerns and opportunities, determine objectives;
 - Landowner interview
 - Initial site visits and assessment
- Steps 3 and 4 – inventory resources and analyze resource data;
 - Additional site visits
 - Documenting resource concerns
 - Preparing maps
 - Database research
 - Perform assessments using the appropriate business tools
- Step 5 and 6 – formulate and evaluate alternatives;
 - Prepare preliminary designs
 - Prepare proposed conservation plan
 - Conduct additional applicant interviews
 - Conduct additional site visits
- Step 7- make decisions;
 - Document applicant decisions
 - Assess any Land Management activity applications
 - Digitize plan
 - Final conservation plan
 - Final maps
 - Select Land Management activity applications
 - Complete any Land Management contracting activities
- Step 8 – implement the plan;
 - Planning
 - Uses must be directly related to installation or management of Land Management activities
 - Design
 - Site survey
 - Geologic investigations, test pits, and other geotechnical tests and software runs
 - Detailed analysis and Final Design
 - Job-sheets
 - Cost estimates

ATTACHMENT 1

- Engineering review
 - Installation
 - Site layout
 - Pre-construction meetings
 - On-site oversight
 - Evaluating changes/updating designs/processing modifications
 - Checkout
 - Documentation of installed/completed activities meeting NRCS standards
 - Processing payments
 - Finalize/Provide Operation and Maintenance Requirements
 - Support appropriate 900 series practice payments (in producer contracts)
- Step 9 – evaluate the plan;
- Follow-up visits for operation and maintenance
 - Evaluation, monitoring, and reporting
- Any post-project covered program land management contract support

Many of the activities listed above may be exceed the duration of the project agreement, at which point NRCS must reserve adequate TA to continue management of the activities after agreement expiration

Table 1B-2: Cross reference Table 1A (above) ensure that NRCS TA-I reserved for this project is adequate to support all **NRCS led TA activities NRCS has agreed to support in this project.** (In RCPP AFA projects, the Table of Deliverables alone is to be used from Partner Use TA-I, as in AFA, unlike in Classic, the assumption is that partner will deliver RCPP FA via a combination of TA-I and contribution TA.)

Table 1B-2: RCPP Land Management, Partner Use TA-Implementation (TA-I)

RCPP TA Practice Type	<p>Description and rationale should cover each FA Land Management related RCPP TA practice type for which NRCS use TA-I funds are budgeted except where such funds are limited to the default amount for inherently governmental services specified in the APF (e.g. 2020 AFA APF specified reservation of a minimum of 5% NRCS use TA-I).</p> <p>Activities listed below will be budgeted for Partner TA-I in supplemental agreements. These activities will be largely carried out by the RCDs, as subcontractors to the District for the purpose of this project. [Application assessment] Initial site mapping (prior to site visit) Initial meeting and site visit with landowner (Landowner Interview) to identify goals and objectives and complete on-site resource inventory Notifying landowner of application status [Planning] Developing and executing the Landowner Planning Agreement Detailed mapping and documentation Additional site visit(s) for additional resource inventory, as applicable Developing draft plan including practice requirements Sharing draft plan with landowner for review Preparing final draft of conservation plan Final meeting/discussion with landowner finalize the conservation plan Developing and executing the Implementation Agreement Developing and executing the Supplemental Agreement for FA Coordinating with NRCS to support environmental compliance</p>
-----------------------	---

ATTACHMENT 1

reviews [Negotiated design] Conducting additional site visits and landowner discussions Conducting additional investigations, as required Preparing initial designs Preparing cost estimates Coordinating with NRCS for final review and approval of designs [Negotiated installation] Conducting plan follow-up Updating plan or design, as needed and with NRCS design review and approval of modified designs Assist landowner throughout practice installation by landowners Consult with landowner throughout for partner as contractor model installation [Negotiated checkout] Initial review of implementation Coordinating with NRCS for final approval of implementation meeting NRCS standards Process payments to landowners or Partner RCD

As noted in agreement terms and program guidance, the purpose of this table is support appropriate budgeting consideration be afforded to NRCS TA-I needs based on project expectations outlined above. Table of deliverables shall be used to denote partner use TA-I budgets and/or partner contributions for TA purposes, which shall be subject to SA negotiations and applicable valuation methods described elsewhere.

ATTACHMENT 1

Exhibit 3: AFA Entity-Held Easements

Overview: This exhibit documents expectations and requirements related to partner-led Entity-held Easement activities under the above referenced RCPP PPA.

Purpose: This Exhibit identifies how partner-led Entity-led Easement activities will be administered and implemented to achieve the agreed-to RCPP project objectives. This exhibit also identifies the respective responsibilities of the Parties and the RCPP program requirements applicable to Entity-held Easement activities. Additional detail and requirements will be included in supplemental agreement templates.

Table 3A must be maintained for the duration of the PPA, and any updates to the items in Table 3A must be mutually agreed to by the Parties.

Section 3A - Financial Assistance Expectations for AFA Entity-Held Easement Activity Awards:

Table 3A - Financial Assistance Expectations for AFA Entity-Held Easements AFA Activity Awards

	<p>In order to be eligible for RCPP Entity-Held easement acquisition funding, Entity-Held easement activity must compensate a partner for eligible actual costs of purchasing a RCPP assisted entity held easement on eligible land for the benefit of eligible producer(s) to address a RCPP project resource concern.</p> <p>Publicly owned lands (including state-owned lands) are ineligible.</p> <p>RCPP financial and technical assistance funding available in support of this activity type are limited to a share of easement acquisition costs. Partner administrative costs associated with easement acquisitions may be eligible for award as Enhancement TA, but are not allowable as Implementation TA or due diligence FA.</p>
--	---

ATTACHMENT 1

Overview and Eligibility: AFA Partner Delivery Methods and Beneficiaries

Summarize how entity-held easements will be used to address RCPP project resource concerns and outcomes, consistent with program requirements.

The entity-held easements will be designed to protect lands from the RCPP Priority Resource Concerns of Degraded Plant Condition, Inadequate Habitat for Fish, Wildlife, and Invertebrates (Terrestrial Habitat, Aquatic Habitat), and Water Quality Degradation (Field sediment, nutrient, and pathogen loss, Concentrated erosion, Wind and water erosion) by preserving in perpetuity riparian corridors and headwater areas in priority watersheds. Easements will achieve efficient and targeted use of funds by encumbering only riparian corridors, headwater areas, and those areas directly relevant to them, rather than encumbering whole properties. In some cases, easements will serve to protect existing high quality riparian and headwater areas on working lands. In other cases, easements will serve to protect areas that have the potential to be improved through restoration and land management practices. In such cases, easements will further serve to protect the positive impacts of these practices in perpetuity.

Will this project involve any potential entity-held easements based on a traditional NRCS entity-held easement acquisition model (i.e. entity easement purchase(s) from eligible landowner(s) on eligible land)?

Yes

Buy-protect-sell transactions may be authorized by NRCS only when included in the RCPP project proposal as selected, identified in the PPA as a potential transaction type, and explicitly approved by NRCS through the execution of a supplemental agreement authorizing such transactions and containing all of the terms and requirements specific to the buy-protect-sell transactions that may be conducted under such agreement.

Will this project involve any buy-protect-sell transactions?

No

Acquisition Model: Easement(s) will include U.S. Right of Enforcement

Every entity-held easement which includes a U.S. Right of Enforcement must be reviewed and approved by NRCS prior to the execution of the easement and must include the NRCS-provided minimum deed terms (MDT). Will any of the entity-held easements in the project include the US Right-of-Enforcement (ROE) and related deed terms?

No

If yes, what is the maximum share of easement diminution for which RCPP funding will be requested when ROE is included (cap is 50%):

Entity-held easements that do not include a ROE may not be reviewed or approved by NRCS prior to the execution of the easement. Supplemental agreement payment requests will require NRCS acceptance of recorded

ATTACHMENT 1

<p>Acquisition Model: Easement(s) will NOT include U.S. Right of Enforcement</p>	<p>deeds (and verification of inclusion of minimum deed requirements therein) as a condition of payment eligibility.</p> <p>The entity may craft the entirety of the conservation easement deed and must ensure that the terms of the deed address the minimum deed requirements (MDR) provided by NRCS to ensure payment eligibility. Use of the NRCS-provided minimum deed terms is not required.</p> <p>Maximum RCPP funded share of easement acquisition cost per APF is 25% of easement value. Waiver to allow higher RCPP payments absent a ROE may be considered. Document final, approved RCPP share here (absent attached documentation of waiver approval, 25% cap shall apply): 25</p>
<p>Acquisition Model: Use of NRCS Minimum Deed Terms (MDT) Addendum</p>	<p>Identify which MDTs may be used in this project: Least Restrictive (e.g. working lands)</p> <p>The conservation easement deed may include the eligible entity’s own deed terms, including those that are consistent with but more restrictive than the NRCS MDTs. The NRCS MDT addendum identifies the terms that will prevail in the event of a conflict. The NRCS MDTs themselves may not be modified except for appropriate changes to address drafting needs and formatting requirements.</p> <hr/> <p>MDT will be attached as an exhibit to the entity’s conservation easement deed No</p> <p>MDT will be incorporated into the entity’s conservation easement deed (individual deed review required) No</p>
	<p>Project/activity wide AGI applicably waiver:</p> <p>Partner requesting AGI applicability waiver for all producers receiving payment in this activity type (Note—individual producer AGI waiver requests may still be considered by NRCS if partners chooses not to request an applicability waiver, per standard case-by-case AGI wavier policy). Yes</p> <p>If yes, document justification below. NRCS to process waiver request per NRCS policy:</p>

ATTACHMENT 1

Adjusted Gross Income (AGI)
(Program Beneficiaries)

There are many agricultural producers in Sonoma County who may, in any given year, exceed AGI thresholds. A project wide AGI applicability waiver will help further the conservation objectives of this project by enabling producer beneficiaries that exceed the AGI threshold to participate. This would enable us to partner with more willing landowners and broaden the reach of our program. The project objectives listed below were identified to address priority resource concerns in Sonoma County (i.e., water quality degradation, inadequate habitat for fish and wildlife, and degraded plant condition): - Increase the number of riparian corridors on agricultural lands protected via permanent conservation easements. - Improve forest health and protect source water (both surface and ground). - Implement conservation practices to restore and enhance protected properties. Through conservation easements and land management contracts, we hope to make a lasting improvement in land stewardship in our county. The support for project wide AGI waiver can be demonstrated by the success of the Farm Bill 2014 RCPP project No. 1309, Sonoma County Venture Conservation, that allowed participation of producers and landowners who otherwise would have been AGI ineligible. In addition, project partners have a particular desire to grow the pool of potential participants in this project, as the near-continuous natural disasters in our county for the past four years have made the need for conservation and stewardship work more important than ever. A project wide AGI applicability waiver for this project would enable partners to reach more landowners and implement conservation benefitting the entire community at a time when it is desperately needed.

NRCS must review and approve the Conservation Values statements for each Entity-held easement deed. The Conservation Values statement in each Entity-held easement must have a direct relationship to the RCPP project objectives identified in the PPA.

For easements with US ROE, a specific Conservation Values statement is optional in this exhibit, because each US ROE deed will be reviewed by NRCS prior to closing. However, where some or all deeds with US ROE will include a similar (or identical) Conservation Values, project specific template conservation values language is recommend here.

n/a

For easements without a US ROE, Conservation Values statement is required in this exhibit. If project will include easements without a US ROE, document conservation values statement here:

**Conservation Values. The Easement Area is [Provide a brief physical description of the Easement Area]. Critical resources in the Easement Area (collectively “the Conservation Values”), include the natural resource and open space values of the Easement Area as follows:
Natural Resources: [describe the natural resource values related to**

ATTACHMENT 1

<p>Conservation Values</p>	<p>the relevant Priority Resource Concerns in the easement area, e.g. hardwood riparian forest, habitat for certain species, ecosystem services/functions, condition of aquatic habitat, hydrologic functions.] Open Space Values: The Easement Area consists of open land, generally in a natural state. Conservation Purpose. It is the purpose of this Easement to preserve and protect forever the Conservation Values of the Easement Area, as described above. This purpose shall hereinafter be referred to as “the Conservation Purpose of this Easement.” GRANTOR and HOLDER intend that this Easement will constrain development and confine the use of the Property to uses and activities that are consistent with the Conservation Purpose of this Easement and will prohibit and prevent any uses and activities of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area. GRANTOR and HOLDER intend that all Conservation Values of the Easement Area will be fully preserved and protected in perpetuity. In the event, however, that the preservation and protection of one Conservation Value becomes irreconcilably inconsistent with the preservation and protection of another Conservation Value, the following priorities shall be followed: i) first priority shall be given to preservation and protection of natural resources; ii) and second priority shall be given to preservation and protection of open space resources.</p>
<p>Resource Concerns and Related Considerations</p>	<p>Expenditures of RCPP FA funds must address one or more of the resource concerns to address the project conservation benefits. Conservation benefits are associated with agency resource concerns and/or resource concern categories, as specified and documented in the PPA. All AFA entity-held easements shall at a minimum address the resource concern for "Long Term Protection of Land". Is RCPP FA funding for Entity-held Easements to be available for all project resource concern categories (in addition to Long Term Protection of Land)? No</p> <p>If “No”, identify only those resource concern categories that will be addressed through this activity type: Degraded Plant Condition; Terrestrial Habitat; Aquatic Habitat; Field Sediment, Nutrient, and Pathogen Loss; Concentrated Erosion; Wind and Water Erosion;</p>
<p>Land Uses and Related Considerations</p>	<p>If entity-held easements will be targeted to a limited set of land uses, identify targeted land uses here: Crop; Forest; Range; Pasture; Associated Ag Land;</p> <p>Document other Land Use Related Considerations (e.g., farmland activities shall be targeted toward reduced surface erosion; grazing land activities to improving plan community health.) Within the land uses listed above, we intend to target headwater and riparian areas, in order to address our project’s resource concerns. Land use considerations include protection of riparian and forest ecosystems, supporting and protecting high-quality or improved</p>

ATTACHMENT 1

	<p>habitat for at-risk and threatened and endangered species, and protecting source water (both surface and ground). Protections on all land use types will therefore aim to protect these conservation values.</p>
<p>Relationship to Other Project Activities: RCPP Funded Activities</p>	<p>Document anticipated relationships between entity-held easement activity and other RCPP financial assistance funded activities (Land Management, Rental, Watersheds) included in the project. Describe contracting and planning expectations that link activities.</p> <p>This project anticipates a close link between land protected with conservation easements and Land Management activities. Properties with either high quality riparian or headwater conditions OR where land management activities are necessary to achieve high quality conditions and landowners are willing to enter into an Agreement with the District which requires the implementation of land management activities will be considered the highest priority for easements. Land Management activities will focus on restoration of encumbered lands through the implementation of plans designed to protect, enhance, and/or restore the resources threatened by the project resource concerns. When land management is necessary to address existing resource concerns in a proposed easement area (as determined by the steering committee made up of the District, subcontracting partners, and other stakeholders as needed), entering into an Agreement with the District which requires planning and implementation of land management will be a condition of purchasing the easement.</p>
<p>Relationship to Other Project Activities: Partner Contributions</p>	<p>Document anticipated relationships between NRCS funded entity-held easements and partner contributions. Specifically describe contracting and planning expectations that link easements and partner contribution-funded activities.</p> <p>Partner contributions will consist of match for purchase of conservation easements. The relationship between easements and Land Management activities will be the same regardless of the funding source for a given easement under this project. This project anticipates a close link between land protected with conservation easements and Land Management activities. Properties with either high quality riparian or headwater conditions OR where land management activities are necessary to achieve high quality conditions and landowners are willing to enter into an Agreement with the District which requires the implementation of land management activities will be considered the highest priority for easements. Land Management activities will focus on restoration of encumbered lands through the implementation of plans designed to protect, enhance, and/or restore the project resource concerns. When land management is necessary to address existing resource concerns in a proposed easement area (as determined by the steering committee), entering into an Agreement with the District which requires planning and implementation of land management will be a condition of purchasing the easement.</p>

ATTACHMENT 1

If project proposal as selected identified specific parcels targeted as part of the project (to be funded on basis of that prior selection vs. based on ranking) describe them here.

None.

All RCPP funded awards must adhere to standards of equal access, fairness and fully comply with requirements of federal civil rights legislation. Application processes are critical to ensuring equal and fair access to program funding.

Describe the process Partner will use to accept applications if specific parcels were not identified in proposal.

The District, in consultation with subcontracting partners and other relevant stakeholders as needed, will develop a single application that covers both easement and land management activities. This will include defining “qualifying agricultural land” to ensure that all lands considered meet the requirements of the project. The District has an existing easement application process. As part of the development of the sonoma-specific scoring tool (see below), this process will be adapted to gather the additional information needed, fit into the overall application process, and otherwise fit the needs of this project. The application will collect information about the applicant’s interest in conservation easements, interest in long-term restoration of riparian and headwater areas, a history of agricultural management on their land, business type and tax ID, and historically underserved (HU) status. The assessment process will include gathering additional information through a desktop analysis using GIS tools and aerial images. The District and partners will work with each landowner to ensure that the information needed for evaluation is adequately documented, and applications will be screened and scored based on the criteria developed by partners. The Steering Committee will manage applications. If an application is accepted, the District will manage the easement process thereafter. If an accepted application includes a land management element, the applicable RCD will manage that element thereafter.

Document how partner will evaluate, assess, and rank applications. Specifically describe mechanisms to ensure funded applications address RCPP resource concern categories.

Partners will collaborate to research and develop a tool to support effective project implementation. Development of the tool will include operationalization of the project priorities into factors that could be assessed through GIS, GIS analysis of distributions of land types relevant to the project in Sonoma County, production of GIS datasets showing priority areas relevant to the project priorities, and identification of a total threshold value that would numerically indicate alignment with the project priorities. The development of the tool will be part of the TA-E: conservation innovation area of work. Note that TA-E funding will not be used for the scoring/ranking of individual applications. The use of a “partial property” approach which focuses on riparian and headwater areas within agricultural

ATTACHMENT 1

Application Processes

lands instead of purchasing easements over entire properties will be a significant innovation for the District. Also as part of the TA-E: conservation innovation area of work, the District and its partners will research assessment and scoring strategies for partial property easements, as well as factors that will inform the structure of partial property easements, including best practices to address resource concerns and preservation of important conservation values, innovative methods of describing and depicting the legal extent of the easement areas, and ways of balancing the need for ecological preservation and enhancement of the easement area with compatible or beneficial agricultural uses. Note that TA-E funding will not be used to make individual easement decisions nor to develop language specific to individual easements. The District will oversee the development of the tool. A steering committee made up of project partner organizations will review and approve the final scoring tool. This Sonoma-specific scoring tool will then be used evaluate, assess, and rank applications. The framework of the scoring tool will be guided by the three primary project objectives: (1) Increase the number of high priority riparian corridors on agricultural lands protected via permanent conservation easements; (2) Improve forest health and protect source water (both surface and ground); and (3) Implement conservation practices to restore and enhance protected properties. The tool will include basic screening criteria as well as scoring criteria and a threshold funding score. Screening criteria will include whether the application is located on private, agricultural land (per the NRCS definition); does not constitute a conflict of interest; and is not owned by a landowner who has outstanding violations with project partners. Priority for any areas of special interest identified as part of the project will also be reflected in the scoring criteria. Application scoring criteria will assess how well the proposed project (easement or easement plus land management) supports solutions to or prevents the project resource concerns: Degraded Plant Condition; Inadequate habitat for fish, wildlife, and invertebrates (Terrestrial Habitat, Aquatic Habitat); and Water Quality Degradation (Field sediment, nutrient, and pathogen loss, Concentrated erosion, Wind and water erosion). Priority for any areas of special interest identified as part of the project will also be reflected in the scoring criteria. The total score will reflect both the area's existing condition and its potential to be improved through land management practices. In general, an application for an easement on a property in excellent condition would be more likely to exceed the threshold. An application for an easement plus land management activities on a property in less good condition would also be more likely to exceed the threshold. An application for an easement on a property in poor condition which expresses no openness to land management activities would be much less likely to exceed the threshold. The threshold score will be determined by the steering committee during the development of the assessment tool. Applications will be screened by the Steering Committee. They will be assessed by the steering committee on a quarterly or semiannual basis using the Scoring Tool. Applications will be treated as confidential, consistent with Farm Bill confidentiality requirements.

ATTACHMENT 1

All applicants will be notified of their application’s status in writing, via either a funding selection or non-selection letter. Applications that score above the threshold will be immediately preapproved for RCPP FA funding, without further batching, ranking, or comparison. Those applications that score at or above the threshold will then be prioritized for immediate action and access to funding using factors including whether an applicant is part of a historically underserved group, and whether the application supports a balanced distribution of project sites around the County. All projects selected by the Steering Committee must also subsequently be approved by the District’s Board of Directors.

Document roles and timeliness requirements of NRCS in assessing applicant or land eligibility, as well as assessing and ranking applications.
The NRCS will be notified of all active projects under this program following project funding selection by the partners within 10 business days. NRCS will make required applicant and land eligibility determinations (i.e., inherently governmental requirements) within 30 days of being informed of funding selections by the Partners. NRCS may also serve as an advisory member of the steering committee in order to facilitate regular communication and ensure a shared understanding of project status and goals. NRCS will utilize required agency tools (e.g. CART and CD) to create the funding vehicle for contracting, however NRCS will not re-evaluate project selection.

Assessment and Ranking:
 Historically Underserved (HU)
 Involvement

Will historically underserved (HU) program beneficiaries receive special consideration(s) in this project?

Yes

If the answer to the above is yes, document how HU priority will be managed for Land Management (e.g., through specific ranking questions, dedicated funding pools):

The District and its partners will develop a targeted outreach strategy which emphasizes outreach to Historically Underserved individuals and encourages them to apply to the program. The District and NRCS acknowledge that these efforts face challenges, including California State Law which prohibits basing funding decisions on on race (color and ethnicity), gender, and national origin. If the District fails to deliver services to Historically Underserved individuals, this failure shall not result in a default, requirement to return funds, or undermine any other part of this Agreement.

Document specific standards and processes partner will use to develop a RCPP Easement Plan on entity-held easements where a RCPP Easement Plan is required (e.g. easements that use the highly or moderately restrictive NRCS MDTs; easements with restoration or protection of specific habitats, species, or otherwise minimal use as primary purpose).

A property-specific management plan will be a requirement of all easements developed under this program. This will be a plan for adaptive management of the property. It will include, at minimum,

ATTACHMENT 1

best management practices to ensure that management activities are conducted in a manner that is beneficial to the Conservation Values of the Easement Area. As part of the assessment of applications, partners will assess the extent and condition of the Conservation Values of the proposed easement area of a property and provide information to the Steering Committee. If the Steering Committee determines that restoration is appropriate to address the resource concerns of this project on the property, entering into an Agreement with the District which requires planning and implementation of land management will be a condition of purchasing the easement.

Easement templates will be based in part on the existing standard easement language currently used by the District (Lead Partner). These Templates will include (along with language that can be selected based on the specific resource concerns addressed by a given easement) protective language substantially similar to the following:

***** GRANTOR's Restricted Rights. GRANTOR shall confine the use of the Easement Area to activities and uses that are consistent with the Conservation Purpose of this Easement. Any activity or use that is inconsistent with the Conservation Purpose of this Easement is prohibited. GRANTOR and DISTRICT acknowledge that the following list does not constitute an exhaustive recital of consistent and inconsistent activities and uses, but rather (i) establishes specific duties with respect to the preservation of the Property's Conservation Values; (ii) establishes allowed activities and uses; (iii) establishes restricted or prohibited activities and uses; and (iv) provides guidance for determining the consistency of similar activities and uses with this Easement, in accordance with the procedures described in the Notices section. **General Requirements for All Uses. Compliance with Governmental Regulations.** All activities and uses in the Easement Area shall be undertaken in a manner consistent with all applicable federal, state, and local statutes, ordinances, rules, and regulations. **Compliance with Terms, Conditions and Conservation Purpose of this Easement.** All activities and uses in the Easement Area shall be undertaken in a manner consistent with the terms, conditions and Conservation Purpose of this Easement. **Protection of Conservation Values.** All activities and uses in the Easement Area shall be undertaken in a manner that protects and preserves the Conservation Values. **Protection of Soil and Water.** No activity or use in the Easement Area shall be undertaken in a manner that results in significant soil degradation or pollution, or significant degradation or pollution of any surface or subsurface waters. **Duty to Prevent Waste, Nuisance, and Trespass.** Without limiting the generality of the foregoing, GRANTOR shall maintain the Easement Area in a condition consistent with the Conservation Purpose of this Easement, which obligation shall include the undertaking of reasonable and necessary steps to prevent harm to the Conservation Values of the Easement Area due to foreseeable acts or omissions of third parties. **Notice and Approval Procedures.** Whenever this Section requires prior notice to or approval by DISTRICT, such notice shall be given or approval shall be obtained in accordance with the procedures described in the Notices section of this Easement. **Management Plan. Within XX**

ATTACHMENT 1

Planning Considerations

year(s) of the recordation of this Easement or prior to resource management activities, GRANTOR shall develop and submit to DISTRICT for review and approval pursuant to the Notices section of this Easement, a long-term comprehensive management plan, such as an NRCS conservation plan, for the Property, or resource-specific management plan(s) for the Easement Area (the "Management Plan"), which shall be consistent with the terms and conditions of this Easement. The Management Plan and future updates and amendments shall be developed by a qualified professional and will be subject to review and approval by DISTRICT in accordance with the procedures described in the Notices section of this Easement. The Management Plan shall not be implemented on the Property until it has been approved by DISTRICT. The Management Plan will include, at minimum, best management practices to assure that management activities are conducted in a manner that is beneficial to the Conservation Values of the Easement Area. [Include a list of minimum requirements related to the condition of the Easement Area and directly addressing the resource concerns of the AFA partnership.]

What purposes/practices are anticipated?

The purpose of the easement terms is to protect the conservation values of the encumbered land, especially those areas impaired by or at risk of being impaired by the primary resource concerns of this project. The purpose of the property-specific management plan required by the easement will be to address threats to the conservation values prioritized by this project. The property-specific management plan will address the primary resource concerns and, as described above, will include, at minimum, best management practices to ensure that management activities are conducted in a manner that is beneficial to the Conservation Values of the Easement Area. If restoration is required as determined by the Steering Committee during the application assessment process, entering into an Agreement with the District which requires planning and implementation of land management will be a condition of purchasing the easement. Practices would then be detailed in a Restoration Plan that would be developed with a partner RCD and described in a Restoration Implementation Agreement between the landowner and an RCD partner, as described in the Land Management Exhibit. Specific potential practices are detailed in the Land Management exhibit.

Document processes to ensure NRCS has adequate time, information and staff resources to complete agency environmental compliance responsibilities (NEPA, Section 106, etc.)

To facilitate the sharing and tracking of the various following processes and notifications, Partners will develop a project tracking tool (a spreadsheet), which will track the above items. This tracking tool will record important dates and actions including application submission dates and decisions, appraisal, fiscal oversight commission approval, offer and acceptance, board of directors approval, CEQA posting for CE acquisition, escrow, and closing.

ATTACHMENT 1

This tool will be shared with NRCS on a regular basis. The District will notify NRCS within ten business days via email of all funding selections (both RCPP and Contribution FA) and provide the following: applicant name, business type, tax ID, location map, scoring tool summary report, a copy of the application, and an updated version of the project tracking tool. This notification of funding selection will also include an overview of the proposed easement, and information on the scope of Land Management activities for the selected property, if any, and, if so, a general summary of these anticipated activities. NRCS will start applicant and land eligibility reviews upon receiving applicant information (i.e., name, business type, tax ID, etc.). NRCS is requested to provide eligibility determinations to the Partners within 3 weeks. In some cases, eligibility determinations may take longer, if so, NRCS will communicate issues or request additional information from the Partner RCD within 10 business days. If Land Management activities will be carried out as part of a given project, NRCS will be notified by the Partner RCD within ten business days once the final Restoration Plan has been agreed to by the Partner RCD and landowner. NRCS will perform the applicable compliance responsibilities for HEL/WC, NEPA, Section 106, etc. and provide final determinations to the partners. Timing of determinations can vary if compliance reviews require consultations with other agencies and NRCS cannot provide a fixed timeline for providing final determinations.

Note: Basic expectation is that NRCS shall retain only non-delegable decision-making responsibilities. Partner will complete and provide to NRCS all necessary inventories and analysis (e.g. natural and cultural resource survey) and draft the CPA-52 and provide to NRCS for review and approval. Partner must have written approval from NRCS prior to commencing work. Any deviation from this expectation should be clearly documented here).

Partners request that NRCS draft the CPA-52 rather than partners. Partners request that NRCS staff carry out all federal environmental review (NEPA), as well as any natural and cultural resource surveys as required for environmental compliance. The TA-I allocation for TA-I NRCS has been increased from 5% to 7.2% to account for these requests.

Document other planning related expectations of NRCS in partner/project planning processes above (if any).

None.

Realty Process Considerations (as applicable)

Partner is expected to adhere to NRCS standards applicable to entity-held easements for easement acquisition and due diligence activities (e.g. for appraisals, legal boundary surveys, title review and clearance, etc.) Potential deviations from such requirements and standards should be identified below but shall be reviewed separately via the RCPP waiver process. Waiver approval should not be assumed.

ATTACHMENT 1

Partners anticipate utilizing the existing NRCS process for requesting advanced payment for the NRCS portion of the purchase price of the Conservation Easements.

Document any project specific standards, processes, reviews and quality assurance processes that partner will use to ensure RCPP funded entity-held easements meet applicable technical requirements above.

The District has a robust acquisition policy that requires multiple levels of review of regulatory records, public records, and title exceptions; use of independent third party appraisers selected using a request for proposal process and subject to Entity and NRCS appraisal guidelines; and multiple layers of appraisal review including internal staff review, independent third-party appraisal review by an appraisal reviewer selected using a request for proposal process, and review by the District's Fiscal Oversight Commission. Legal documents are based on templates, or "boilerplates," that are developed, reviewed, and approved by staff, legal counsel, and managers; and final documents are reviewed internally by the stewardship department, the acquisition manager, the senior acquisition specialist, and legal counsel. Title reviews are conducted by project managers and legal counsel. The District's project closing procedures comply with Land Trust Alliance Standards and Practices and all applicable laws to ensure sound transactions. These include title review, proforma review, legal description review, development of baseline documentation reports, development of individualized escrow instructions, purchase of title insurance, prompt recordation of all appropriate documents, and multi-step verification of wire transfers, all coordinated with a title company and escrow account.

Checkout and Completion Considerations

Document partner-led processes to ensure direct beneficiaries of AFA Entity Held Easements activity funding meet Farm Bill Eligibility requirements (specifically Highly Erodible Land/Wetland Compliance [HEL/WC] and adjusted gross income [AGI]). (Notes: 1. These requirements must be satisfied as a condition of partner supplemental agreement payment eligibility, as further described in supplemental agreement terms. 2. Basic procedural expectation: NRCS shall retain only non-delegable responsibilities, with partner to complete all necessary coordination with beneficiaries to ensure they establish and maintain necessary records with the Farm Service Agency (FSA) e.g. Partner to ensure beneficiaries understand HEL/WC and AGI eligibility requirements and file with FSA; NRCS (or FSA) to work directly with beneficiaries only as they would to any potential program participant to requests assistance in complete forms etc; Partner to provide a written request for determination of eligibility to NRCS to include such information deemed necessary by NRCS and or FSA, including but not limited to applicant name, tax id, address, telephone, email, and farm and tract number as would otherwise be captured on CPA-1200 or equivalent application for farm bill assistance; NRCS to provide partner a summary of beneficiary eligibility; partner responsible for ensuring beneficiary resolves any eligibility issues (as a condition of partner payment eligibility. Any deviation from this model should be clearly documented here.)

ATTACHMENT 1

	<p>NRCS will make eligibility determinations and document that beneficiaries of easement funding meet Farm Bill Eligibility requirements. Partners will provide supporting documentation as needed. A project-wide AGI waiver is requested. NRCS agrees that if the AGI waiver is approved, no AGI analysis will be required as part of this program.</p> <p>Document and non-payment related expectations of NRCS in checkout (if any)</p> <p>NRCS will review the easement deed templates prior to accepting applications for the program. Partners will also request individual review of conservation easement deeds (based on those templates) at least three months prior to anticipated closing to facilitate a request for advance payment.</p>
<p>Monitoring and Enforcement</p>	<p>Document processes partner will use post-closing during term of PPA to ensure AFA Entity Held Easements activities are operated and maintained in accordance with applicable technical standards (e.g. practice lives, partner program contracting expectations etc.)</p> <p>The easement holder (the District) will monitor the easements annually and keep a record of all monitoring reports on file and will enforce the terms of the easements pursuant to its Monitoring and Enforcement Policies. The easement templates will describe the easement holder’s rights to monitor and enforce the conservation easements. If the project includes a Land Management/restoration element, monitoring will include the restored areas.</p> <p>Document processes partner will use post-closing after the term of PPA to ensure AFA entity-held easements activities are operated and maintained in accordance with applicable technical standards (e.g. practice lives, partner program contracting expectations etc.)</p> <p>The easement holder (the District) will monitor the easements annually and keep a record of all monitoring reports on file and will enforce the terms of the easements pursuant to its Monitoring and Enforcement Policies. The easement templates will describe the easement holder’s rights to monitor and enforce the conservation easements. If the project includes a Land Management/restoration element, monitoring will include the restored areas.</p> <p>Document expectations of NRCS in O&M (if any).</p> <p>None.</p>
	<p>Discuss and document expectations with respect to avoidance of conflict of interest. • Will lead or contributing partner make application for Financial Assistance in this activity type? Note: If yes, NRCS will manage potential conflicts of interest at the supplemental agreement level.</p> <p>Yes</p> <p>If yes, document specifically how potential conflicts of interest will be managed.</p> <p>All partners will follow their respective conflict of interest policies. Landowners (not partners) will individually apply to participate in</p>

ATTACHMENT 1

<p>Conflict of Interest</p>	<p>the project. The project steering committee (which will include the District) will use objective scoring criteria to determine which projects to select for funding. The District will assign Award Land Management funds to perform restoration on properties over which it holds an easement purchased using Award Easement funds. TA-I Land Management funds will be distributed to RCD partners while FA Land Management funds will be distributed to landowners. Using Award funds to perform restoration on properties over which the District holds an easement is in accordance with the original project proposal, which was selected through a competitive process by NRCS. Lastly, partners will coordinate with NRCS to manage conflicts of interest at the supplemental agreement level if necessary to ensure that there are no conflicts of interest nor appearance of any such conflict.</p>
<p>Appeals</p>	<p>Document process partner will use to address beneficiary and or contractor concerns or appeals.</p> <p>Agreements with landowners (i.e., beneficiaries) will include the procedure to submit concerns or appeals to the District (i.e., the lead partner). The District will refer beneficiary concerns to the steering committee. The District will notify NRCS of all appeals. For each appeal, NRCS and the District will negotiate if NRCS will participate in the appeal process based on NRCS’s level of involvement with decision-making up to that point in the relevant application and other factors. The project tracking tool will be used to track all applications, including those which are rejected. It will be used to track details which may be useful during an appeal, including key dates and decisions.</p>
<p>Additional NRCS/Partner Coordination Needs</p>	<p>Document specific expectations of NRCS/Partner interactions not captured elsewhere.</p> <p>None.</p>
<p>Other Conservation Flexibilities:</p>	<p>Document other negotiated flexibilities not captured elsewhere.</p> <p>As mentioned previously, partners anticipate requesting advance payment prior to closing of the conservation easements. Conservation easement holders will need to have advanced payment approved and deposited into escrow prior to closing.</p>
<p>Other Conservation Innovations:</p>	<p>In circumstances where existing tools, methods, are not captured in prior fields, document negotiated conservation innovations. • Pay for performance details beyond “steps” above. • Etc.</p> <p>The partners will develop an innovative scoring tool that will incorporate GIS and other data, innovative conservation easement templates for headwaters and streams, and an innovative outreach and solicitation process to bring this program to the most relevant landowners. The partners will also investigate the possibility of innovative valuation methods for easements to increase the efficiency of easement negotiation and purchase. For example, partners will investigate the possibility of using a per-acre standard valuation of easements across a similar area. Depending on the findings of their</p>

ATTACHMENT 1

investigation, partners may submit this method for approval from the NRCS national appraiser and, if approved, may use such an innovative valuation method.

Section 3B – Technical Assistance (TA) Expectations for Entity Held Easement Activities

General Expectations. The principal role of the PPA agreement in general with respect to TA is to document expectations related to the division of the available TA into NRCS and partner TA pools as detailed in the Table of Deliverables. Though limited movement between these pools is negotiated once PPA is in place, projects based on realistic expectations and carefully developed Tables of Deliverables will face fewer delays and complications.

Technical Assistance funding for supplemental agreements (Partner TA-I or PTA-I) may be budgeted only to support one or more eligible RCPP FA activities. NRCS will consider Partner TA-I requests in terms of ensuring that the limited TA-I available in this project is used appropriately to support implementation of FA activities. NRCS lead state shall be responsible for determining when, and under what terms, partner provided TA-I will be available.

Where all RCPP FA will not be delivered during the term of the PPA, NRCS: 1) will budget adequate NRCS use TA to fulfil its outstanding TA responsibilities, and 2) may obligate TA for partner use via Supplemental Agreement(s) during the term of the PPA to support eligible partner TA work after the term of the PPA.

Table 3B-1 documents common TA-I tasks commonly associated with NRCS administration of AFA Entity-Held Easements FA activities.

Table 3B-1: RCPP Entity Held Easement: Required and Typical TA (and FA for TA like) Tasks

NRCS will retain TA-I (or in some instances FA) for the following tasks:

Project and agreement management to include:

- o Developing and managing PPA with Lead Partner
- o Managing RCPP supplemental agreements for realty related services
- o Managing Third-party awards for realty related services
- o Satisfying Other third-party responsibilities

ATTACHMENT 1

Entity Held Easement activity award management to include:

- o Establishing software configurations
- o Processing and managing applications
- o Assessment and ranking
- o Enrollment activities
- o Conducting due diligence activities
- o Reviewing preliminary title work
- o Reviewing appraisals and technical reviews
- o Performing pre-obligation reviews
- o Establishing supplemental agreements and parcel contracts for purchase of a conservation easement

Acquisition Activities

- o Review boundary surveys
- o Review updated title work and title insurance
- o Obtaining preliminary title opinions from the Office of General Counsel
- o Validate Warranty Easement Deed and exhibits
- o Performing pre-closing reviews
- o Complete NRCS easement related closing services
- o Obtaining State Conservationist signatures on closing documents
- o Issuing payments
- o Acquiring Final Deed Copies

Post-Close activities

- o Obtaining final title opinions from the Office of General Counsel
- o Program appeals

Inherently Governmental functions to include:

ATTACHMENT 1

- o Highly Erodible Land and Wetland (HEL/WC) compliance
- o Adjusted Gross Income (AGI) eligibility
- o Responsible Federal Official for environmental compliance activities
- National Environmental Policy Act compliance
- National Historic Preservation Act Section 106 (Section 106) consultations
- Endangered Species Act (ESA) consultations
- o Support, Review, Approve Entities Providing deeds or due diligence related items required to establish payment eligibility

Implementation TA (negotiable) - Additional TA (or in limited instances FA) tasks are commonly needed to support Entity Held Easements. These tasks are listed below.

Subject to NRCS determination that the funds retained for the tasks listed above, and for NRCS use generally, are adequate to support NRCS delivery of easement activity, RCPP funding for delivery of the tasks below may be negotiated and budgeted to support supplemental agreement negotiations. Supplemental agreement negotiations are subject to additional statutory and programmatic considerations.

Partner administrative costs associated with easement acquisitions may be eligible for award as Enhancement TA, but are not allowable as Implementation TA or due diligence FA. Partner may not earn TA-I for tasks that would typically be necessary to support partner led entity held easement acquisitions, and/or do not clearly support RCPP entity held easement acquisitions. Similarly, FA for due diligence shall only be budgeted for tasks/expenses typically incurred by NRCS in support of entity held easements, and may need to be retained by NRCS to prevent conflicts of interest.

Tasks identified below must be performed by appropriately trained and qualified individual(s), as determined by NRCS. As a result, these tasks will typically be completed by NRCS staff, qualified TSPs or other contractors familiar with specific requirements. RCPP funding is not available for training partners to complete these activities; therefore unless NRCS opts to use a supplemental agreement to acquire services from qualified partner(s), the limited RCPP funding available in the project will be not be budgeted for supplemental agreements:

- Steps 1 and 2 – identify resource concerns and opportunities, determine objectives
- Inventory resources and analyze resource data as needed for easement plan;
- Additional site visits
 - Perform assessments using the appropriate business tools

ATTACHMENT 1

- Documenting resource concerns
- Preparing plan maps and provide easement survey specifications
- Reviewing proposed Easement boundaries
- Reviewing proposed Easement access routes
- Database research reviews
- Support, Review, Approve Entities Providing Contribution or Implementing Enhancement TA Items:
 - Partners will identify and develop Entity Held Easement parcels prior to submitting a parcel for consideration
 - Initial site visits and assessment
 - Landowner interview

- Steps 3 and 4 – inventory resources and analyze resource data
 - Prepare proposed conservation plan
 - Conduct additional landowner interviews
 - Conduct additional site visits

- Step 5 and 6 - formulate and evaluate alternatives;
 - Prepare preliminary easement plan
 - Prepare proposed conservation plan
 - Conduct additional landowner interviews
 - Conduct additional site visits

- Step 7- make decisions, enroll Entity Held Easement
 - Document landowner decisions and final Easement plan
 - Evaluate applications

- Step 8 – implement the plan; secure interests in Entity held Easement

- Step 9 – evaluate the plan
- Evaluation, monitoring, and reporting

Any post-project covered program Entity Held Easement activity support

Table 3B-2: Cross reference Table 3B-1 (above) **ensure that NRCS TA-I reserved for this project is adequate to support all NRCS led TA activities NRCS has agreed to support in this project.** (In RCPP AFA projects, the Table of Deliverables alone is to be used from Partner Use TA-I, as in AFA, unlike in Classic, the assumption is that partner will deliver RCPP FA via a combination of TA-I and contribution TA.)

ATTACHMENT 1

<p>RCPP TA Practice Type</p>	<p>Description and rationale should cover each FA AFA Entity Held Easements related RCPP TA practice type for which NRCS use TA-I funds are budgeted except where such funds are limited to the default amount for inherently governmental services specified in the APF (e.g. 2020 AFA APF specified reservation of a minimum of 5% NRCS use TA-I).</p> <p>NRCS has retained TA-I to support AFA activities. The practice types covered by this designation are: RTIP001 – TA-I, Negotiated Pre-Application – NRCS will work with landowners whose projects have been elevated to “active project” status by the partners to determine eligibility for easements pursuant to any NRCS standards that may be developed. NRCS will assist with application assistance for any application or project-related materials generated by or required by the NRCS. RTIP002 – TA-I, Negotiated Planning – NRCS will conduct any site visits or other planning work necessary for any NRCS procedures or requirements that may be developed by NRCS. All general and planning site visits, negotiations, and assessments for easements (Steps 3-4) will be undertaken by the partners. RTIP003 – TA-I, Negotiated Design – NRCS will review and comment on draft conservation easement templates for headwater protection conservation easements and riparian conservation easements. All of step 7 (“Make Decisions” – regarding CD/CART work) will be undertaken by NRCS, if needed for conservation easements. RTIP004 – TA-I, Negotiated Installation – NRCS will review final conservation easements and any related land management plans, as well as escrow and closing documents. RTIP005 – TA-I, Negotiated Checkout – Upon NRCS receipt and acceptance of all required documents NRCS will approve funds and distribute accordingly NRCS’s share of easement costs into the escrow account. NRCS will receive for its files copies of recorded documents and title insurance policies.</p>
------------------------------	--

As noted in agreement terms and program guidance, the purpose of this table is to support appropriate budgeting consideration be afforded to NRCS TA-I needs based on project expectations outlined above. Table of deliverables shall be used to denote partner use TA-I budgets and/or partner contributions for TA purposes which shall be subject to SA negotiations and applicable valuation methods described elsewhere.

ATTACHMENT 1

Exhibit 5: Enhancement Technical Assistance Activity Expectations

Section 5A – TA expectations

This Exhibit 5 documents expectations to inform NRCS management of Partner Use Enhancement Technical Assistance (Partner TA-E). NRCS management of TA-E Awards is informed by project level expectations, award templates, supplemental agreement negotiations, program requirements, and related policy (including NRCS activity standards and other federal requirements such as standards of fiduciary responsibility, privacy laws, and environmental requirements).

TA-E expectations may be revisited and adjusted either during initial Program Partnership Agreement (PPA) negotiations or during the term of the PPA, where NRCS determines, after consultation with the lead partner, that revised expectations are consistent with program requirements and the project scope.

Purpose: This Exhibit documents negotiated project level expectations of for TA-E awards.

Background: NRCS will be managed according to RCPP policy, and processes developed for their negotiation and award. This process is designed to be flexibly and to tie TA-E awards to purposes directly related to the RCPP project.

Purpose: The following table documents project level expectations on the availability and/or limits on TA-E within the project. Each supplemental agreement will be negotiated and approved only if NRCS determines that such award is defensible based on agency assessment of applicable factors including by not limited to program authorities and policies, project scope and needs, available funding, participating partner qualifications, defensibility of proposed payment methodologies, etc. Supplemental agreement awards are not assured by deliverables, budgets or expectations documented in the partnership agreement.

Section 5A – Technical Assistance Expectations for Enhancement TA Activity Awards:

	<p>Provide general basis for inclusion of each applicable TA-E item in this RCPP project. Rationale should support budgets and specific items in Programmatic Agreement and Supplemental Agreement Deliverables.</p> <p>Project Management</p>
--	--

ATTACHMENT 1

In order to carry out the project effectively, allow for the development and advancement of innovations, and undertake a proactive strategy, the partners will conduct project management activities such as establishing and maintaining timelines, checking in on deliverables, adjusting workflow, and setting work priorities. These may include: 1) Coordination and management of agreements including PPA agreement and supplemental agreements with NRCS and partners. 2) Management of sub-award agreements with participating partners. 3) Coordination and management of any subcontracting relationships, in particular with RCDs. 4) Coordination with NRCS for project administration such as: project webpage and fact sheet, access to NRCS online tools, etc. 5) Preparing and submitting annual progress reports to NRCS. 6) Management of applications and associated activities, including screening applications for eligibility, entering applications into the shared tracking tool, utilizing the scoring tool to evaluate applications, making funding selections, notifying NRCS of funding selections, and incorporating selected projects into RCDs' portfolio of active work Expected Project Management Funding Need: \$120,000 in staff time | Staff time at average rate of \$90/hour | 1,333 hours of staff time |

Communication and Coordination

N/A

Outreach and Education

The District and its subcontracting partners will develop the landowner outreach strategy based on partners' portfolio of completed outreach efforts, including the Vital Lands Initiative and the RCDs' extensive communication network and experience. Outreach outlets will include a variety of outlets, including websites, news releases, direct mail, participation in community and producer events, targeted community meetings, outreach through local agricultural partner outlets, and direct one-on-one contact with potential participants identified as candidates for conservation easements. The Partners will also work with RCDs to conduct producer meetings, demonstrations, workshops and field days to showcase selected practices. Outreach will also include pre-application work with potential applicants, including explaining eligibility to landowners, explaining application and screening process to landowners, discussing relevant options with landowners, sharing application with landowners, assisting landowners with application to document baseline resource inventory and proposed activities/practices, and receiving applications from willing landowners. Producers/landowners who have sold easements and/or implemented conservation practices through this program will be asked to become ambassadors for the project and contact producers/landowners on other priority lands to promote the project. Expected Outreach & Education Funding Need: \$200,000 in staff time | Staff time at average rate of \$90/hour | 2,222 hours of staff time |

ATTACHMENT 1

RCPP TA Practice Type

Defined Outcome Assessment

Outcome assessment will include staff time to develop methods for outcome quantification, quantify outcomes using those methods, and report results. Methods for tracking outcomes may include reviewing literature and identifying best scientific estimates; identifying and using appropriate models; or working with RCDs to carry out pre- and post-implementation environmental monitoring including water quality monitoring, soil sampling, plant survival monitoring, or other environmental parameters to track project success as determined by the partners. Partners may also perform standard, established monitoring protocols to measure outcomes of both conservation easements and practices. Where possible, we will partner with agencies having established, ongoing monitoring/assessment programs and projects in watersheds of interest. Expected Outcome Assessment Funding Need: \$60,000 in staff time | Staff time at average rate of \$90/hour | 666 hours of staff time |

Conservation Innovation

The District and its subcontracting partners will develop innovative land prioritization strategies and innovative easement templates. They will also investigate the potential for innovative easement valuation. [LAND PRIORITIZATION] The land prioritization strategy will include two innovative components. First, partners will use a portfolio of existing data to identify priority geographic areas such as watersheds or groundwater basins areas within which to focus. Second, to select specific applications, partners will develop an innovative Sonoma-specific scoring tool based on the project's primary resource concerns. The tool will include screening criteria, scoring criteria, and a selection/rejection threshold. Applications that score above the threshold will be immediately accepted. This will allow for increased efficiency of the selection process. [INNOVATIVE EASEMENTS] The partners will develop and use two innovative easement deed templates through this project, one for riparian corridors and another for source water protection on forestlands. Using such templates will speed up the negotiating process of individual easements. [1. RIPARIAN CORRIDOR EASEMENTS.] The Partners will develop easement templates that protect the targeted areas in the long term while allowing for changing environmental conditions. Templates will incorporate a requirement for a management plan to guide landowner's management practices, supporting the landowner to protect and enhance the habitat and water quality on the property over time. [2. SOURCE WATER PROTECTIVE FORESTLAND EASEMENTS.] Partners will develop an easement template specifically designed for use on forested lands critical to source water protection. Templates will incorporate a requirement for a management plan to guide landowner's management practices, supporting the landowner to protect and enhance the habitat and water quality on the property over time. [INNOVATIVE EASEMENT VALUATION] The partners will also investigate the possibility of innovative valuation methods for easements to increase the efficiency of easement negotiation and purchase. For example, partners will investigate the

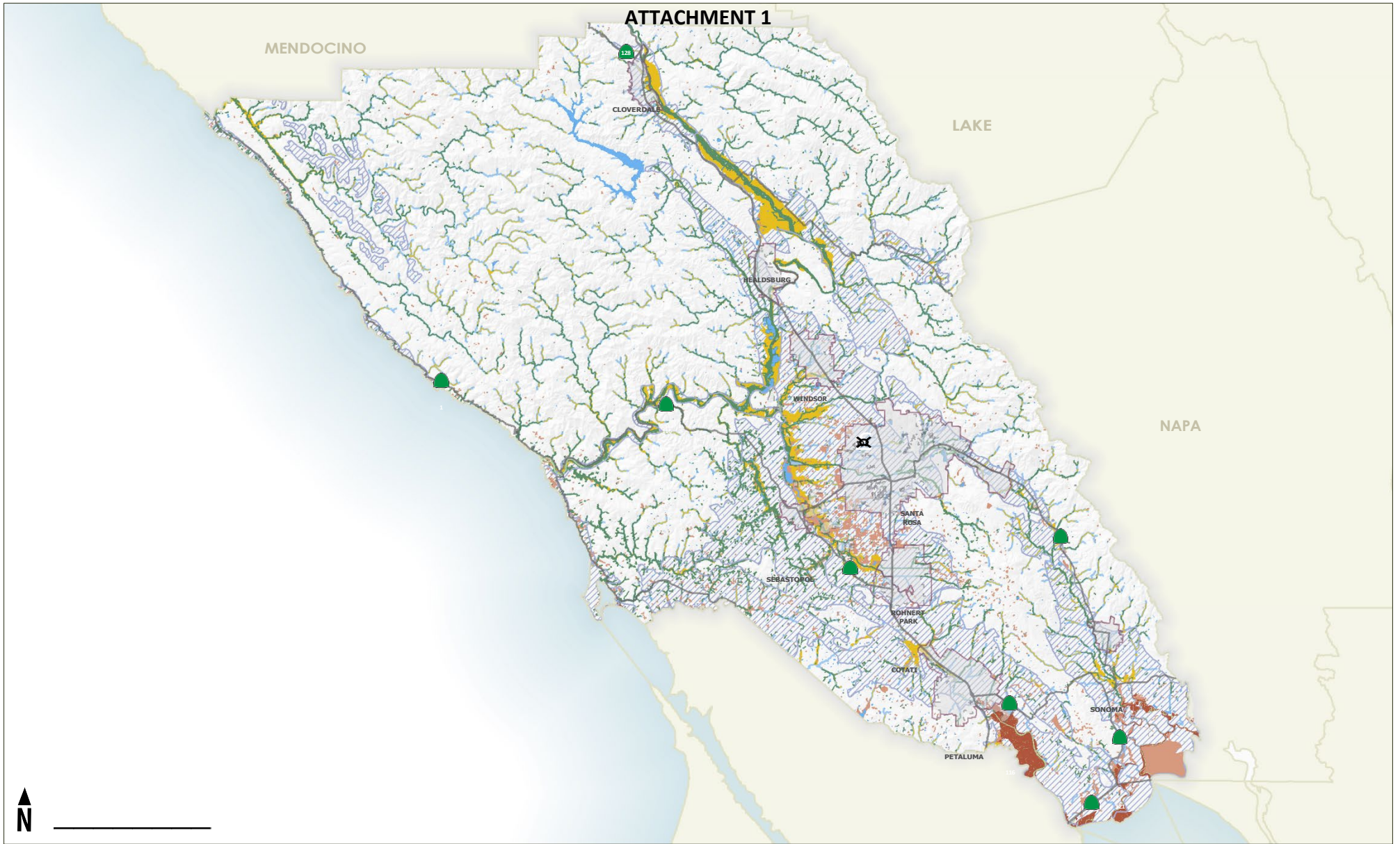
ATTACHMENT 1

possibility of using a per-acre standard valuation of easements across a similar area. Depending on the findings of their investigation, partners may submit this method for approval from the NRCS national appraiser and, if approved, may use such an innovative valuation method. Expected Conservation Innovation Funding Need: \$85,000 in staff time | Staff time at average rate of \$90/hour | 944 hours of staff time |

Other Eligible Purposes

N/A

ATTACHMENT 1



0 2.5 5 10 Miles

- Stream
- Urban Growth Boundary
- Lake or Reservoir
- Tidal Salt Marsh
- Woody Riparian Vegetation
- Groundwater Basin
- Highway
- Incorporated City Land
- Freshwater Wetland
- Estuary
- Floodplain



Map Date: 05/21/2020
 Sources: County of Sonoma ISD/GIS (Highways, Urban Growth Boundaries, Incorporated Cities); Sonoma Veg Map (Stream Centerlines, Wetlands); Sonoma County Ag + Open Space (Floodplains); CDWR (Groundwater Basins); USGS (NHD

HUC10 Watershed Boundary)

This map displays GIS data for illustrative purposes only and is not intended to depict definitive property boundaries or feature locations.

**Innovative Conservation: Vital Streams and
Forests**
Project Target Area

ATTACHMENT 1

Project #2212, RCPP 2020 Application
Sonoma Ag + Open Space

aschicht; S:\GISProjects\Miscellaneous\RCPP_Grant_Maps\2020_Application\RCPP_Grant_2020_Application_Map.mxd; 05/21/2020

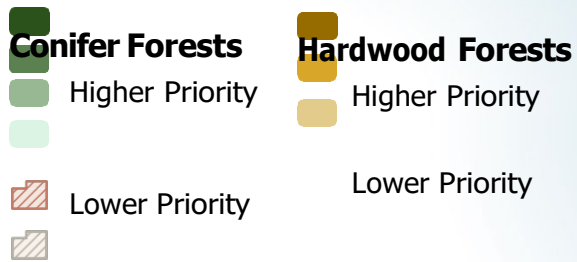
ATTACHMENT 1

MENDOCINO

LAKE

NAPA

PRIORITY HARDWOOD + CONIFER FORESTS



Ag + Open Space Protected Land

Other Public or Protected Land

The Vital Lands Initiative identifies priority conifer forests according to rarity of vegetation communities per the Survey of California Vegetation/NatureServe's Heritage Program methodology and local rarity, as well as presence of old growth and mature forest structure. Priority hardwood forests are mapped according to rarity of vegetation communities per the Survey of California Vegetation/Nature Serve's Heritage Program methodology and local rarity.

MARIN

ATTACHMENT 1

MENDOCINO

CLOVERDALE

LAKE

Duffey Creek

Big Sulphur Creek

Dry Creek

Little Sulphur Creek

HEALDSBURG

Sycamore Creek

Audubon Creek

WINDSOR

Madrigal Creek

NAPA

Russell Creek

SANTA ROSA

Spring Creek

SEBASTOPOL

ROHNERT PARK

PRIORITY RIPARIAN HABITAT

Higher Priority

Lower Priority

Ag + Open Space Protected Land

Other Protected Land

The Vital Lands Initiative identifies priority riparian habitat as near-channel and floodplain areas dominated by native forest and shrub vegetation, as well as floodplain areas that may be restored to historic habitat conditions. See Appendix A for more information on the data and methods used to develop this map.

COTATI

PETALUMA

SONOMA

Sonoma Creek

ATTACHMENT 1

MARIN



Attachment C – RCPP Reporting Requirements

Annually the lead partner will submit a report in the RCPP Portal with notable highlights and progress on delivering conservation outcomes outlined in the PPA. It will include at a minimum the following:

Project Progress

- Cumulative and annual progress on each NRCS funded deliverable included in the PPA. Provided in either dollars expended or percentage of deliverable completed.
- Cumulative and annual progress on each Partner Contribution included in the PPA. Provided in either dollars spent or percentage of deliverable completed.
- Narrative explaining any why either deliverables or contributions were not delivered on time (if applicable).

Outcomes

- Provide an update on Environmental Outcomes for each natural resource concern included in the PPA.
 - Baseline (before condition)
 - After Condition
 - Quantitative Outcomes/Benefits
 - Method (i.e. modeled estimate, field result, survey result, monitoring, scientific study)
 - Source/Expert for Method
- Optional – Provide an update for any economic or social outcomes using the same fields above.

Success Metrics

- Provide, with assistance from the lead NRCS state office, the number of contracts/supplemental agreements by activity type and the number of supplemental agreements to provide technical assistance.
- Provide the number of producers/landowners reached by partner-led activities in the following categories.

Outreach Activities	
Producers Contacted through Outreach	
Beginning Farmers/Ranchers Enrolled	
Historically Underserved Farmers/Ranchers Enrolled	
Veteran Farmers/Ranchers Enrolled	

- For Critical Conservation Areas only – Describe how this project has made progress in addressing the priority resource concerns of the CCA? This should include a discussion of any measured environmental outcomes and how they related to the CCA priority resource concerns.

ATTACHMENT 1

Sample Table for Outcomes Reporting

Natural resource concern	Baseline (“before” condition) / qualitative or a visual assessment if quantitative not available	“After” condition or Qualitative/descriptive outcomes	Quantitative outcomes /benefits	Method [choice list: Modeled estimated; field result; survey result; monitoring; scientific study]	Source/expert
Example: Water quality			Pounds of nitrogen Pounds of phosphorous; Pounds of sediment;	Modeled estimate	SWAT
Example: Wildlife habitat			### NE Cottontail population improvement	Scientific estimate	peer-reviewed expert (insert reference)

ATTACHMENT 1

Attachment D: Confidentiality Agreement

Introduction: NRCS, partners, and participating producers (including landowners) have expectations with respect to privacy and information sharing related to RCPP projects. Ultimately however, NRCS retains responsibility and authority to ensure that producer information is only shared when adequate measures are in place to ensure compliance with applicable Federal privacy laws.

Attachment D Overview: Confidentiality Agreement Requirements

All RCPP projects include information sharing, and most include some sharing of protected producer information as outlined in section D1 below (and discussed in greater detail in section D2). All RCPP partnership agreements must include an executed Privacy Agreement (see section D2) to safeguard protected producer information, unless NRCS provides a waiver to this requirement (see section D3).

Intended Uses of this document:

This document is the confidentiality agreement template and only contains sections D1 and D2; it is to be used to support projects with lead partners prepared to execute a standard confidentiality agreement (without any edits to this template) or in projects where lead partner is requesting specific variance(s) from the standard confidentiality agreement language. If instead a waiver to confidentiality agreement requirements will be utilized with or without producer release forms, and more limited information sharing, please use the waiver template instead.

ATTACHMENT 1

D1. Information Sharing in this Project:

Typical information sharing needs associated with RCPP projects are outlined below, and further informed by specific responsibilities of parties to this agreement, including but not limited to project deliverables, outcomes and reporting responsibilities documented in the programmatic agreement and associated attachments and exhibits.

Partner to Provide Information to NRCS consistent with terms of the programmatic partnership agreement:

Partner(s) shall provide the following information to support this project:

- ✓ Detailed data on partner contributions adequately documenting completion of contribution deliverables as determined by NRCS. Documentation requirements shall include elements included in contribution deliverables as well as supporting information such as names and locations of benefitted producers as determined necessary by NRCS.
- ✓ Other reporting requirements and outcomes analysis as outlined elsewhere in this agreement (see Attachments C and E respectively).

Additionally, where supported by executed Privacy Agreement(s) from the Partner(s) and/or voluntarily executed written producer release(s) from affected producer(s), Partner(s) may collect protected producer information including to support producer applications for RCPP assistance or other project purposes. Information collected under this provision shall be limited to items needed to support the project:

- Complete contact and locational information for potential program (producer) participants, applicants and/or producer contract holders
- Applicable application data received from applicants
- Applicable contract data related to producer participants
- Plan and or Resource Inventory information of potential or actual participants

NRCS to provide Information to Partner consistent with terms of the programmatic partnership agreement:

NRCS shall provide the following information to support this project:

- ✓ aggregated and or non-protected producer application and award data for producer contract and supplemental agreements to support partner analysis responsibilities in this RCPP project
- ✓ annual reports on NRCS technical assistance expenditures.

Additionally, where supported by executed Privacy Agreement(s) from the Partner(s) and/or voluntarily executed written producer release(s) from affected producer(s), NRCS may provide protected privacy information including those items listed below. Information shared under this provision shall be limited to items needed to support the project:

ATTACHMENT 1

- Complete contact and locational information for potential program (producer) participants, applicants and/or producer contract holders
- Applicable application data received from applicants
- Applicable contract data related to producer participants
- Plan and or Resource Inventory information of potential or actual participants

D2. Section 1619 Agreement

I. Purpose

a. The Programmatic Partnership Agreement to which this 1619 Section Agreement (Part D2) is attached is an agreement to provide *technical and financial* assistance under the Regional Conservation Partnership Program.

b. To provide this assistance, the agency has determined that Lead Partner requires access to information provided by one or more agricultural producers or owners of agricultural land, or related geospatial information, (“protected information”) as described in subsection (b)(2) of Sec. 1619 of the Food, Conservation and Energy Act of 2008, (7 U.S.C. § 8791) (Sec. 1619). When adopted and in force, Part D2 authorizes disclosure of such information as necessary to provide such assistance by Lead Partner, as a cooperating entity with a USDA program.

II. Description of Assistance to be provided under USDA program

a. The cooperating entity will assist in the delivery of the identified program(s) as described in the Programmatic Partnership Agreement and related attachments, including but not limited to the Table of Deliverables and Section D1 (above) of this attachment.

III. Description of Information Required to Provide Assistance

a. The parties agree that disclosure of the following protected information to the cooperating entity may be necessary to adequately and efficiently provide the assistance described in the Programmatic Partnership Agreement and related attachments, including but not limited to the Table of Deliverables and Section D1 (above) of this attachment.

IV. Use of the Protected Information

a. The cooperating entity will use the protected information as follows: to support delivery of RCPP assistance to interested producers, applications or RCPP awardees (including producer and supplemental agreement holders).

V. Requirements for Authorized Disclosure of Protected Information to Cooperating Entity

a. USDA is prohibited from releasing protected information by Sec. 1619, unless permitted to disclose as provided in subparagraphs (b)(3) and (4). Specifically, subparagraph (b)(3)(A) describes the circumstances under which the disclosure of protected information is permitted to a person or agency working in cooperation with the USDA. Compliance with the terms of this MOU supports the determination that the cooperating entity meets the requirements of this

ATTACHMENT 1

statute. If applicable, it has also been determined that release of this information is authorized as a routine use under the applicable agency System of Records Notice.

VI. System of Records Routine Use

a. If the information is maintained in a system of records as defined under the Privacy Act, it may only be shared as provided in 5 U.S.C. 552a(b). Typically, this requires that the information be covered by a routine use described in the applicable System of Records Notice (SORN) for the system of records. NRCS maintains producer records in Landowner, Operator, Producer, Cooperator, or Participant Files in field offices and various software platforms (including but not limited to Conservation Desktop, Protracts, and the National Easement Staging Tool (NEST)); these records may be shared per terms of this Part as required to support RCPP project implementation.

VII. Responsibilities

a. The agency agrees to:

1. Provide the protected data that has been approved for disclosure under Part D2 and the associated agreement, as described above, or authorize the collection of such information directly from the producer or owner of agricultural land; and
2. Deliver protected data to the cooperating entity in a timely and efficient manner.

b. The cooperating entity agrees:

1. Not to disclose the protected information described above to anyone—

A. not covered by this agreement; and

B. providing technical or financial assistance under a USDA program, except as provided below.

2. To use the protected data only to perform work that is directly connected to providing *technical and financial* assistance with respect to this RCPP Project. Use of the protected data to perform work that is not directly connected to the Regional Conservation Partnership Program (RCPP) is expressly prohibited.

3. Not to transfer protected information to any other individual or organization that is not directly covered by this MOU.

4. To internally restrict access to the protected data to only those individuals within the organization that have a demonstrated need to know the protected data in order to perform work on the this RCPP project.

ATTACHMENT 1

5. To notify about their obligation to abide by the terms of this MOU:

A. all current members or staff of the organization who will have access to the protected data prior to providing such access;

B. any new member or staff of the organization if that individual will be provided access to the protected data; and

C. all members or staff with access to the protected data at least twice annually to remind them of this continuing obligation.

c. The cooperating entity acknowledges the following binding restrictions:

1. Data provided in support of Part D2 is protected from unauthorized use and unauthorized disclosure pursuant to the administrative and/or civil remedies/criminal penalties as identified in applicable Federal statutes including the Privacy Act of 1974 (5 U.S.C. 552a - as amended), the Freedom of Information Act (5 U.S.C. § 552 - as amended), Section 1244 of the Food Security Act of 1985 (16 U.S.C. 3844), and Section 1619 of the Food, Conservation and Energy Act of 2008 (7 U.S.C. 8791).

2. Unauthorized use/unauthorized disclosure of the protected data may be a violation of applicable Federal statutes. The cooperating entity may be held contractually, administratively, civilly, and/or criminally liable if the cooperating entity discloses the protected data in violation of the applicable Federal statutes.

3. The provisions in Sec. 1619 are continuing obligations. Even when *Lead Partner* is no longer a cooperating entity, (whether through expiration or termination of the agreement) or when individuals currently affiliated with the cooperating entity leave the organization, every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Sec. 1619.

4. Protected information provided under this agreement cannot be released under any state law or at the order of any state official or court, including under the state's "sunshine law," "open records act," and/or version of the Freedom of Information Act. If at the time of this MOU, or at any subsequent time, any state law is interpreted to be inconsistent with this requirement, or any state official orders the release of protected information under this MOU, the cooperating entity will immediately notify the agency.

VIII. Amendments

a. This agreement may be amended at any time by the mutual written agreement of the parties.

IX. Termination and Expiration

ATTACHMENT 1

a. Effective Period

1. Part D2 will be in effect on the date of the final signature and shall continue until the end of the Programmatic Partnership Agreement to which is it attached.
2. Part D2 will be reviewed each year until the expiration date of the Programmatic Partnership Agreement.
3. Should the need for this agreement continue beyond the identified effective period, this agreement shall be reviewed, updated as necessary, and revalidated prior to the identified expiration date. The extension of this agreement shall be documented in an appropriate addendum or new privacy agreement that is signed by both parties.

b. This Agreement may be terminated:

1. Immediately by the agency if:

- A. it believes that the cooperating entity has disclosed protected data in violation of Sec. 1619;
- B. it believes that the cooperating entity has used the protected data for any purpose that is not directly connected to the (replace with the name of the USDA program); or
- C. the cooperating entity is no longer a USDA Cooperator requiring access to data protected by Sec. 1619.

2. Immediately at the request of the cooperating entity. If possible, notice of at least thirty calendar days shall be provided to the agency prior to the date of termination for the Memorandum.

3. At any time by the mutual written agreement of the agency and the cooperating entity or independently by the agency or the cooperating entity with a 30 calendar day written notice between both parties.

If this agreement is terminated, potential impacts to RCPP projects will be evaluated and NRCS will work collaboratively with Lead Partner to maintain viability of this partnership agreement to which Part D2 is attached, guided by RCPP policy and terms of Part D as a whole.

c. Use of the protected data for any purpose is expressly prohibited when the cooperating entity is no longer a cooperating entity. When Lead Partner is no longer a cooperating entity, any protected data provided under this MOU must be immediately destroyed. Lead Partner shall provide to the agency written certification that the protected data (paper and/or electronic copy) has been properly destroyed and/or removed from any electronic storage media.

ATTACHMENT 1

Signature of the cooperating entity and the Date Signed

Name, Title Date

Signature of the [*Natural Resources Conservation Service*](#) Approving Official and the Date Sign

After reviewing this agreement, I have determined that the protected information will not be subsequently disclosed, and that it meets the requirements for an authorized disclosure under Section 1619 of the Food, Conservation and Energy Act of 2008.

Name, Title Date

If any variance from template above is requested, USDA FPAC Privacy Officer Signature is required.

Signature of the Farm Production and Conservation Privacy Officer and the Date Signed

Name, Title Date

7 U.S.C. § 8791 of the Food, Conservation and Energy Act of 2008

Section 1619 (7 U.S. C. § 8791). INFORMATION GATHERING.

(a) **GEOSPATIAL SYSTEMS.**—The Secretary shall ensure that all the geospatial data of the agencies of the Department of Agriculture are portable and standardized.

(b) **LIMITATION ON DISCLOSURES.**—

(1) **DEFINITION OF AGRICULTURAL OPERATION.**—In this subsection, the term “agricultural operation” includes the production and marketing of agricultural commodities and livestock.

(2) **PROHIBITION.**—Except as provided in paragraphs (3) and (4), the Secretary, any officer or employee of the Department of Agriculture, or any contractor or cooperator of the Department, shall not disclose—

(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in programs of the Department; or

(B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.

(3) **AUTHORIZED DISCLOSURES.**—

(A) **LIMITED RELEASE OF INFORMATION.**—If the Secretary determines that the information described in paragraph (2) will not be subsequently disclosed except in accordance with paragraph (4), the Secretary may release or disclose the information to a person or Federal, State, local, or tribal agency working in cooperation with the Secretary in any Department program—

(i) when providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices; or

(ii) when responding to a disease or pest threat to agricultural operations, if the Secretary determines that a threat to agricultural operations exists and the disclosure of information to a person or cooperating government entity