

PROGRAMMATIC PARTNERSHIP AGREEMENT
Between the
USDA Natural Resources Conservation Service (NRCS)
And
Pheasants Forever, Inc. and Quail Forever

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 Pheasants Forever, Inc. and Quail Forever, 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 Established history of working cooperatively with producers on agricultural land.

This PPA describes the framework for implementing the RCPP project titled Restoring Arizona’s Colorado River Basin Conservation Area (RACRBCA).

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-RCPPAFA-24-NOFO0001355 (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
- Livestock Production Limitation
- Pest Pressure
- Terrestrial Habitat
- Inadequate habitat for fish, wildlife, invertebrates
- Excess/insufficient water/drought

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.

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. Pheasants Forever, Inc. and Quail Forever 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.

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

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

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

1. The NRCS Programs Portal (defined here to include any replacement of the existing system implemented by NRCS) will be used to track, monitor, implement, and manage this PPA. The Parties shall maintain access to and be expected to use the software platform to assist in fulfilling their responsibilities under this PPA, including but not limited to communications related to project management, project reporting, and outcome assessment and documentation.
2. The Parties and their respective agencies, organizations and offices will manage their own activities and funding in accomplishing the purposes of the RCPP project and fulfilling their responsibilities under this PPA. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents, assigns, or employees, for any injury to person or property resulting in any manner from the conduct of its own operations, and the operations of its agency or employees, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency, or its own employees.
3. NRCS reserves the right and authority to reduce or discontinue RCPP assistance based on funding availability, or inability of the Parties to negotiate terms of PPA or supplemental agreements to ensure NRCS has capacity to fulfill its program management responsibilities, or ensure eligibility and technical adequacy of assistance provided.
4. RCPP funds obligated through supplemental agreements shall generally remain available for the duration of the supplement agreement, however, NRCS reserves the right to cancel or terminate such supplemental agreements if Lead Partner fails to deliver required contributions.
5. Nothing in this PPA commits either NRCS or Lead Partner to obligate or transfer any partner funds or RCPP assistance funding. Specific actions that may involve the transfer of funds, services, or property among Lead Partner and NRCS will require execution of separate agreements and be contingent upon the availability of appropriated funds and technical services, and negotiation of specific financial and technical assistance delivery mechanisms and contract terms.
6. Adhere to the privacy requirements associated with Federal laws including 16 USC 3844(b), 7 USC 8791, and the Privacy Act (5 U.S.C. 552a;) with respect to any information received from NRCS, partners, producers or others in relation to this PPA. Project specific details, including needed information sharing, is further addressed in Attachment D.
7. NRCS authority to implement or support RCPP project activities is also subject to statutory and regulatory requirements, Executive Orders, and other legal requirements not individually addressed in this PPA, including but not limited to the Food Security Act of 1985, as amended, and associated regulations, NEPA and associated environmental laws, Office of Management and Budget (OMB) Circulars, and

related requirements. Where such requirements necessitate adjustments to the terms and conditions of this PPA, the Parties must either agree to such adjustments or NRCS must terminate this PPA.

V. Expected Accomplishments and Deliverables

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

VI. Technical and Administrative Contacts

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

VII. Duration

This PPA takes effect on the date of the final signature of the original PPA agreement by authorized representatives of NRCS and Lead Partner and shall remain in effect for five years. 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: Upon STC Signature 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

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

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

IX. Ending Project Prior to Agreement End Date: Termination

Terminations.

(1) Lead Partner may request that NRCS terminate this PPA, provided the request for termination is in writing, and includes the reasons for termination.

(2) NRCS may terminate this PPA if—

(i) Justified by the reasons provided by the lead partner;

(ii) NRCS determines that a modification of the partnership agreement is necessary to comply with program policy or applicable law(s) and the partner does not concur with such modification; or

(iii) The lead partner fails to correct noncompliance with a term of the partnership agreement.

(3) A termination may be justified by circumstances beyond the lead partners' control that prevents completion of one or more provisions of the partnership agreement, such as a natural disaster or other circumstances in which NRCS may determine that termination is in the public interest.

(4) If a program agreement is terminated, the lead partner forfeits all rights to any

unobligated technical or financial assistance **remaining** under the partnership agreement.

(5) Effect on other agreements. Termination of a partnership agreement under this section will result in the termination of supplemental agreement(s) unless NRCS determines that the supplemental agreement would advance an eligible program activity within the project area.

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

X. Attachments

RCPP Partnership Agreement Specific Forms:

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

Exhibit : 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:

 (b)(6)	09/12/25
Signature	Date
Marilyn Vetter	President & CEO
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.

 Digitally signed by KEISHA TATEM Date: 2025.09.15 16:48:14 -0700'	9-15-2025
Signature	Date
Keisha Tatem	State Conservationist
Name	Title (Attach Designation if not State Conservationist)

Attachment B: Table of Deliverables**FA Deliverables**

Total Allocated FA:		Total Entered FA:	
\$18,421,902.00		\$18,421,902.00	
Allocated AFA FA for Land Management \$18,421,902.00	Allocated % AFA FA for Land Management 75%	Entered AFA FA for Land Management \$18,421,902.00	Entered % AFA FA for Land Management 75%
Allocated AFA FA for Easements - Entity Held \$0.00	Allocated % AFA FA for Easements - Entity Held 0%	Entered AFA FA for Easements - Entity Held \$0.00	Entered % AFA FA for Easements - Entity Held 0%
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 Activites \$0.00	Allocated % AFA FA for Rental Activites 0%	Entered AFA FA for Rental Activites \$0.00	Entered % AFA FA for Rental Activites 0%

#	Calendar Year	State	Activity Type	Contract Type	Typical Activity	Budget
1	2029	AZ	AFA FA Funds for Partner Led Land Management	Supplemental Agreements	NRCS approved practices will be utilized to address listed resource concerns. Practices will focus on brush management, water development, wildlife friendly fencing, restoration of rare and declining habitat, prescribed grazing, and supporting practices.	\$18,421,902.00

TA Deliverables

Total Allocated TA:		Total Entered TA:	Minimum TA-I NRCS
\$6,140,634.00		\$6,140,634.00	\$0.00
Allocated TA-I Partner: \$4,175,631.00	Allocated TA-I Partner %: 17%	Entered TA-I Partner: \$4,175,631.00	Entered TA-I Partner %: 17%
Allocated TA-E \$1,719,377.00	Allocated TA-E %: 7%	Entered TA-E \$1,719,377.00	Entered TA-E %: 7%
Allocated TA-I NRCS \$245,626.00	Allocated TA-I NRCS %: 1%	Entered TA-I NRCS \$245,626.00	Entered TA-I NRCS %: 1%

#	Calendar Year	State	Activity Type	Contract Type	Typical Activity	Budget
1	2029	AZ	Enhancement TA	Supplemental Agreements	Project Management	\$1,719,377.00
1	2029	AZ	NRCS Implementation TA	NRCS use	TA-I to support Land Management Activities	\$245,626.00
2	2029	AZ	Partner Implementation TA	Supplemental Agreements	TA-I to support AFA Activities	\$4,175,631.00

Partners and Contributions

Partner Contribution ratio: 2	Entered Contribution ratio: 2
Total Proposed Contributions Amount: \$52,907,936.00	Total Entered Contributions Amount: \$52,907,936.00
Total Proposed TA Contributions Amount: \$0.00	Total Entered TA Contributions Amount: \$52,907,936.00
Total Proposed FA Contributions Amount: \$52,907,936.00	Total Entered FA Contributions Amount: \$0.00

Partners

Partner/Entity Name	Partner/Entity Type	Contact Name	Contact Email	Contact Phone	Total Contribution
Pheasants Forever, Inc. and Quail Forever	Established history of working cooperatively with producers on agricultural land	Matt M. Holland	mholland@pheasantsforever.org	320.894.5391	\$209,040.00
Arizona Association of Conservation Districts	Established history of working cooperatively with producers on agricultural land	Deborrah Smith	(b)(6)	(830)719-5372	\$1,203,500.00
Arizona Game and Fish Department	State or unit of local government	Clay Crowder	ccrowder@azgfd.gov	(620)942-3000	\$2,100,000.00
Arizona Department of Forestry and Fire Management	State or unit of local government	John Richardson	jrichardson@dfm.az.gov	6027711421	\$49,395,396.00

Partner Contributions

#	Calendar Year	State	Activity Type	Funding Source	Lead	Typical Activity	Extent	Measurement Unit	Budget	Cash/In-Kind	Match as Contribution
1	2030	AZ	TA: "Enhancement" Expenditures per APF	Lead Partner (Non-Federal Funds)	Pheasants Forever, Inc. and Quail Forever	Providing technical assistance, managing RCPP contracts and agreements with participants and partners including processing payment and managing budgets. PFQF contribution will cover costs associated with RCPP administration and management	1.0	Dollars	\$209,040.00	Cash	
5	2030	AZ	TA: "Enhancement" Expenditures per APF	Non-Lead Partner (Non-Federal Funds)	Arizona Association of Conservation Districts	Outreach, Content Creation, Technical Financial Oversight, Website, panels at conferences, 15 conservation districts outreach and planning meetings	1.0	Dollars	\$515,000.00	In-Kind	
6	2030	AZ	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	Arizona Association of Conservation Districts	Technical project management, travel for technical support, and technical program oversight.	1.0	Dollars	\$688,500.00	In-Kind	
7	2030	AZ	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	Arizona Game and Fish Department	Identifying, planning, and implementing RCPP projects.	1.0	Dollars	\$2,100,000.00	In-Kind	
8	2030	AZ	TA: "Implementation" TA per APF	Non-Lead Partner (Non-Federal Funds)	Arizona Department	Cost of on-the-ground restoration projects completed that are similar in scope to and located within	1.0	Dollars	\$49,395,396.00	In-Kind	

				of Forestry and Fire Management	the priority areas identified within the RCPP					
--	--	--	--	---------------------------------------	---	--	--	--	--	--

Attachment E: Project Outcomes

Conservation Outcomes Deliverables

Outcome Title	Resource Concern	Treatment	Outcome Metric	Measurement Type	Reference/Source	Description
Increased Wildlife Connectivity	Terrestrial habitat	Removal of fencing that does not allow for the movement of wildlife and installation of wildlife friendly fencing.	miles of fencing replaced	Monitoring	Pre and post miles of fence	Miles of installed wildlife friendly fencing within AZGFD wildlife corridors.
Wildlife Habitat Enhancement	Terrestrial habitat	Habitat restoration	Acres	Best Scientific Estimate	LORAX system in conjunction with AFA projects	This project will address degraded plant condition and wildlife habitat connectivity in Arizona's historic grasslands and woodland habitats. Specifically addressing habitat impacts from juniper and pinyon pine encroachment which have impacted the forage availability and connectivity of wildlife.
Improved Water Distribution	Livestock production limitation	Development of water resources for livestock and wildlife.	Acres of habitat enhanced for wildlife and livestock based on 2 mile buffer applied to each new water source.	Modeling	Acreage estimates will be based on 2 mile radius for each water source. Calculations will be performed by utilizing Esri mapping software.	Improved water distribution will allow for increase utilization of forage resources and improved habitat for deer, antelope, several bat species, and species of concern in Arizona. Improvements to water distribution will provide increase flexibility for livestock and wildlife managers especially those in drought prevalent portions of the state.

Economic Outcomes Deliverables

Outcome Title	Treatment	Outcome Metric	Measurement Type	Reference/Source	Description
Increase in local economy	Increase in contracting with local contractors.	Quantify the amount of funding that is awarded to local contractors.	Monitoring	Funding awarded to Arizona contractors.	Contractors will be determined to be local based on their main office being located within the state of Arizona. Arizona contractor totals will be calculated annually to quantify results.

Social Outcomes Deliverables

Outcome Title	Treatment	Outcome Metric	Measurement Type	Reference/Source	Description
Adopt a Ranch	Relationship strengthening between wildlife conservation organizations and landowners, through the AZGFD's Adopt and Ranch program.	Host at least 12 AZGFD Adopt A Ranch event across the 5 years of the project.	Monitoring	Annual Count as tracked and reported by AZGFD.	These event bring together wildlife organization volunteers and ranchers in the implementation of wildlife habitat enhancement projects. Projects vary based on habitat needs.
Improving Wildlife Representation at Local Work Groups	Increase wildlife engagement in Local Work Group Meetings. AACD will support increase wildlife organization involvement in the 150 Local Work Group Meetings across the 5 years of the project timeline.	Outcome will be measured based on attendance records from Local Work Groups	Monitoring	Number of attendees representing wildlife organizations.	<ul style="list-style-type: none"> • Gather attendee information • Track how many beginning farmers/ranchers are in attendance • Track how many different stakeholders attend each meeting (e.g., state, federal, municipal, representatives, private landowners, etc.) • Identify funding that could be leveraged against this project through other project funds that relate to the same resource concerns. • Number of new wildlife conservation organization partnerships • Number of new sportsman organizations partnerships

Exhibits

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

Financial Assistance Expectations for AFA Land Management

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>Overview and Eligibility: Eligible Producers and</p>	<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>Determining Eligibility: Arizona Association of Conservation Districts (AACD) will determine eligibility by verifying the AD-1026 Highly Erodible Land and Wetland Conservation Certification and appropriate 902I or 902E is on file with FSA. Farm Producer Data Reports will be utilized to ensure that the applicants are applying for practices on land that is both registered with FSA and that the</p>
---	--

<p>Eligible Lands</p>	<p>producer has effective control of the land. An AGI applicability waiver is requested for this project which will remove the need for participants to file form CCC-941 and will remove the need to verify AGI eligibility. NRCS will be provided with a list of landowners after each funding cycle in order to verify this information prior to partner payments per 440 CPM 531.46 O. Contracting: Contracting model will be a hybrid of Partner Producer Contracts and Partner Contracting on Behalf of a Producer. The partner producer model will consist of Pheasants Forever (PF) contracting with an eligible producer to perform land management activities to address identified resource concerns. The producer will then be responsible to install the agreed upon practices either themselves or hiring a contractor to perform the work. For the partner contracting on behalf of a producer model, PF will have agreements with eligible producer outlining the land management activities, the producers operations and maintenance responsibilities (including practice lifespans), and agree to PF contracting management activities through a competitive bidding process on the producer's behalf.</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.</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). Activity based payments to producers will be based on contracting type. For Partner Producer Contracts model, payments will be based on 100% of the NRCS payment rate for the year in which the producer enters into the contract with PF. For payments on contracts utilizing the Partner Contracted on Behalf of a Producer model the partner will pay the contractor directly for the completed work based on the contract negotiated during the competitive bidding process.</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. N/A</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? Yes</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?) PF may choose to contract project activities on behalf of producers utilizing contractors and a competitive bid process. If this contracting process is utilized, it will be voluntarily conducted at the request of the eligible producer. The process will be conducted by the lead partner following Federal CFR regulatory processes.</p> <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). PF contracted project activities will be performed on eligible land and coordinated with the appropriate producer. All activities being proposed under this RCPP will benefit livestock and wildlife and target conservation outcomes identified in the proposal.</p>
<p>Adjusted Gross Income (AGI) (Program Beneficiaries)</p>	<p>Project/activity wide AGI applicably waiver:</p> <p>Partner requesting AGI applicability waiver for all producer beneficiaries (those receiving benefits, with or without direct 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 AGI wavier policy). Yes</p> <p>If yes, document justification below. NRCS to process waiver request per NRCS policy. If approved, signed AGI waiver will be uploaded to the project record. A project wide AGI applicability waiver is requested for this project. Some of the priority wildlife habitats for this project exist on Arizona’s large ranches. Many of these ranches do not fall under the current AGI limitations. Allowing these ranches to be included in this project will improve the ability of the partner to achieve the landscape scale conservation benefits of this project, and work towards addressing the wildlife habitat concerns of the Colorado River Basin CCA.</p>
	<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? Yes</p>

Resource Concerns and Related Considerations	<p>If No, identify only those resource concern categories that will be addressed through this activity type:</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):</p> <p>There are additional resource concerns such as but not limited to plant structure and composition, inadequate livestock water quantity, quality, and distribution, which the practices may address alongside improved terrestrial habitat for wildlife and invertebrates.</p>
Land Uses and Related Considerations	<p>If activities will be targeted to a limited set of land uses, identify targeted land uses here:</p> <p>Range;Forest;Farmstead;Pasture;Associated Ag Land;Crop;</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).</p> <p>Funds will be applied to rangeland forest, crop, and pasture land uses where grazing activities occur. The project's goal is to improve wildlife habitat through various practices to support desired outcomes identified in the Colorado River Basin Critical Conservation Area.</p>
Relationship to Other Project Activities: RCPP Funded Activities	<p>Document anticipated relationships between Land Management activity and other RCPP financial assistance activities (Rental, Entity-Held Easements, Watersheds). Specifically describe any contracting and/or planning expectations that tie different activity types together.</p> <p>N/A</p>
Relationship to Other Project Activities: Partner Contributions	<p>Document anticipated relationships between Land Management activity and partner contributions. Specifically describe any contracting and/or planning expectations which tie NRCS-funded and partner contribution-funded activities together.</p> <p>Department of Forestry and Fire Management (DFFM) partner contributions will be complimentary Land Management activities such as brush management within the Colorado River Basin CCA and the RCPP project area. AACD will provide technical assistance related to all planning and NRCS field coordination. AACD will help producers work through eligibility, planning, and land evaluation to identify resource concerns and appropriate practices. AACD will assist project partners with developing ranking questions and will also ensure appropriate documents have been submitted and reviewed by NRCS prior to practice implementation, including environmental evaluations (CPA-52) and cultural review (SRSFs and fund releases). AACD will provide specifications related to individual projects and provide certification documentation, after a project has been completed, necessary for reimbursement. PF partner contributions will include providing RCPP contracting services for eligible project work with eligible producers and or with</p>

	<p>contractors on eligible lands. PF will also provide accounting and administrative services, managing RCPP funding, making payments to producers and contractors for project implementation, and submitting for reimbursements. PF will coordinate with and submit invoices and required documents to NRCS for reimbursement through the RCPP Portal.</p>
<p>Application and Enrollment Processes</p>	<p>Describe General Process Partner will use to accept applications. An application will be developed by all partners for this project. This application will be distributed through various outlets including but not limited to partner websites, outreach events, and social media. Applications can be returned to any partner during the project timeframe and will be collected at designated intervals (at a minimum bi-annually) for evaluation and ranking.</p> <p>If project proposal included specific projects or proposal which are to be funded without assessment or ranking, describe them here. N/A</p> <p>Document how partner will evaluate, assess, and rank applications. Specifically describe mechanisms to ensure funded activities will address RCPP project resource concerns. Applications can be received at any time. PF, working with project partners, rank applications on a bi-annual basis, which can be adjusted, if needed, to meet the needs of the program. Applications received by partners will first be assessed utilizing the first 7 steps of conservation planning. TSP's will meet with applicants and identify problems or opportunities, determine landowners objects and their alignment with project selected resource concerns, inventory resources, analyze resource data, formulate alternatives, evaluate alternatives, and make decisions. The information gathered during these steps will be utilized to answer ranking questions. Ranking questions will be developed by all partners in coordination with NRCS RCPP Coordinator and can be reviewed and adjusted as necessary prior to each ranking.</p> <p>Document roles (if any) NRCS will play in assessing applicant or land eligibility, as well as assessing and ranking applications. NRCS will not be participating in assessing applicant or land eligibility, nor will they need to help with assessing or ranking applications.</p>
<p>Assessment and Ranking: Historically Underserved (HU) Involvement</p>	<p>Did this project proposal receive ranking points for historically underserved (HU) producer/beneficiary involvement? No</p> <p>Describe how HU priority will be managed for Land Management applicants (e.g. via ranking questions to award points).</p>

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

Unless a technical variance is approved by NRCS, this project will utilize NRCS standards and specifications for implementation. Activities on federal lands will be coordinated with land managers according to their BMPs and guidelines. Planning will be conducted by the Partners with Technical Service Providers to ensure participants and contractors are in compliance, lands are eligible, and the design or specification components are compliant with NRCS standards. Technical variance request will be required for any practices that are requesting variance from NRCS practice specifications. Completed waivers must be submitted to the NRCS RCPP Coordinator for submission to SRC for review. Approval by the SRC of the variance will be required prior to implementation.

Document processes to ensure NRCS has adequate time, information, and staff resources to complete agency environmental compliance responsibilities (NEPA, Section 106, etc.). Departure from NRCS standards and use of established NRCS Evaluation process will likely require an EA/FONSI or EIS/ROD

Partners will gather applications year-round. There will be an estimated two funding cycles each year approximately every 6 months. The information necessary to complete compliance documentation such as the CPA-52, archeological reports, and project shapefiles will be submitted to Conservation Desktop within 30 days from ranking. This will allow for review of any potential overlapping projects prior to contracting. Environmental Evaluations (CPA-52) and shapefiles will be provided 60 days prior to contract obligation. CPA-52 on federal land will reference NEPA documents, if applicable to the project. Archeological reports will be sent to NRCS a minimum of 90 days prior to requested approvals. Cultural exclusions, or the appropriate form to report that another agency will complete the survey, will be sent a minimum of 60 days prior to requested approval. Federal lands will be responsible for their own SHPO consultations and cultural reviews. The appropriate form(s) to report that another federal agency has completed the survey will be sent to NRCS.

Planning, Design, and
Environmental Compliance
Considerations and Processes

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

Environmental Evaluation (CPA-52) will be sent prior to contract obligation. Timely response from NRCS will be needed to provide time for corrections and approval prior to contract obligation. Cultural reports that require consultation will require additional time for approval. Funds release emails will be provided by NRCS to partner, as documentation that the requirement has been met. Cultural exclusions requests or reports/consultations completed by federal agencies will have a separate funds release email sent to partners for documentation of the requirement being met.

Document specific standards, processes, reviews and quality assurance processes that partner will use to design Land Management activities.

	<p>Projects will utilize NRCS standards and specifications. Collaboration on specifications for projects on USFS and BLM lands will be implemented with the local field offices or project leads. Technical variance request will be required for any practices that are requesting variance from NRCS practice specifications. Completed waivers must be submitted to NRCS RCPP Coordinator for submission to SRC for review. Approval by the SRC of the variance will be required prior to implementation.</p> <p>Document expectations of NRCS in design (or design reviews/approvals) above (if any).</p> <p>It is not anticipated that NRCS staff will be utilized during the project design phase and will have the ability to review and approve designs as required. AACD has the appropriate Technical Service Providers that will complete the necessary steps.</p> <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>Project managers will coordinate closely with the program participant or contractors (if requested) prior to, during, and after practice implementation to ensure QA/QC is maintained.</p>
<p>Checkout, Completion, and Payment Considerations</p>	<p>Supplemental agreement payment processes require 1) that RCPP funding address project resource concerns for program beneficiaries and 2) where payments are made to producers (including landowners), AGI requirements must be met, or waived 3) work performed on producer controlled land must meet Farm Bill eligibility requirements, including Highly Erodible Land and Wetland Conversion requirements (HEL/WC).</p> <p>Document how partner will provide beneficiary activity eligibility information to NRCS to satisfy these requirements (may repeat or expand upon planning related verification steps above, and or be detailed in supplemental agreement template).</p> <p>The NRCS RCPP Coordinator and shared position between NRCS and AACD will be provided with producer names and FSA farm and tract numbers after ranking and prior to payments to be verified independently by NRCS prior to contracting, as is required from 440 CPM 531.46 O.</p>
<p>Operation and Maintenance (O&M)</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>Documents will be provided to participants explaining how to maintain and monitor their conservation practices as well as the practice lifespan. Participants will be expected to maintain conservation practices for the practice lifespan. Project lifespans will be included in contracting documentation with landowners.</p>

	<p>Document expectations of NRCS in O&M (if any).</p> <p>N/A</p>
Conflict of Interest	<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>If any of the project partners are potentially involved in any project beyond planning, ranking, scoring, and close out (for example, a partner is a project contractor completing the project work) that partner will recuse themselves from the project ranking and scoring process. Any partners with ties to the eligible land for which the practice will occur will also be recused from the ranking process.</p>
Appeals	<p>Document process partner will use to address beneficiary and or contractor concerns or appeals.</p> <p>The Landowner Agreement clearly defines the roles and responsibilities of the landowner and PF as well as remedies in the event of a breach of the agreement. In circumstances where a contractor is hired, the associated contract will clearly define project expectations and remedies.</p>
Additional NRCS/Partner Coordination Needs	<p>Document specific expectations of NRCS/Partner interactions not captured elsewhere</p> <p>NRCS and the partners will meet quarterly, at a minimum, although meetings will increase in frequency to facilitate coordination during the beginning of the project and contracting. Between formalized meetings, partners and NRCS will have timely correspondence to facilitate project success. NRCS will audit a minimum of 5% of all land management contracts to ensure that installed practices meet NRCS standards and specifications NRCS auditing will be included in land management contracts to ensure NRCS can access the project sites to fulfill this requirement.</p>
Other Conservation Flexibilities	<p>Document other negotiated flexibilities not captured elsewhere</p> <p>N/A</p>
Other Conservation Innovations	<p>In circumstances where existing tools, methods, and not captured in prior fields negotiated conservation innovations Pay for performance details beyond "steps" above. Ect.</p> <p>Will this project rely on pay-for-performance?</p> <p>No</p> <p>If Yes. detail proces by which Parner 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</p>

	should be made to other sections in this exhibit as necessary e.g. planning or design.)
--	---

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
 - Endangered Species Act (ESA) consultations
 - National Historic Preservation Act Section 106 (Section 106) 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 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
 - Engineering review

- Geologic investigations, test pits, and other geotechnical tests and software runs
- Detailed analysis and Final Design
- Job-sheets
- Cost estimates
- Installation
 - Site layout
 - Evaluating changes/updating designs/processing modifications
 - Pre-construction meetings
 - On-site oversight
- Checkout
 - Documentation of installed/completed activities meeting NRCS standards
 - Finalize/Provide Operation and Maintenance Requirements
 - Support appropriate 900 series practice payments (in producer contracts)
 - Processing payments
- 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)

<p>Pre-Application Activity</p>	<p>Describe and provide rational for partner delivery of this practice. Rationale may include but is not limited to (1) known limitations on NRCS staffing or expertise to accomplish critical tasks in the project area within available time or (2) expectation so partner ability to deliver TA at rates comparable or better than NRCS TA. If the partner is not delivering this TA practice then put N/A.</p> <p>Partner delivery of this practice is essential for the success of this project due to the longstanding and well-documented staffing challenges within the Arizona NRCS. Historically, NRCS in Arizona has been significantly understaffed, and with the recent deferred resignation program, their capacity to take on additional work has been further impacted. Our project partners are uniquely positioned and fully prepared to step in and deliver these critical services. PF and partners routinely work with producers and land managers to identify potential projects and determine their eligibility in terms of compliance, eligible producer and eligible land, within or very close to priority areas identified in the project proposal.</p>
---------------------------------	---

<p>Planning on FA Applications or Contracts</p>	<p>Describe and provide rational for partner delivery of this practice. Rationale may include but is not limited to (1) known limitations on NRCS staffing or expertise to accomplish critical tasks in the project area within available time or (2) expectation so partner ability to deliver TA at rates comparable or better than NRCS TA. If the partner is not delivering this TA practice then put N/A.</p> <p>Partner delivery of this practice is essential for the success of this project due to longstanding and well-documented staffing challenges within the Arizona NRCS. Historically, NRCS in Arizona has been significantly understaffed, and with the recent deferred resignation program, their capacity to take on additional work has been further impacted. Our project partners are uniquely positioned and fully prepared to step in and deliver these critical services. PF has successfully delivered RCPP for many years, nationwide. As the lead partner, PF will coordinate with the partners to prioritize and rank applications for FA based on agreed upon ranking criteria. Eligible producers on eligible land and/or contractors will be contracted through PF's contracting staff to perform implementation activities. FA will be delivered and tracked for RCPP reporting through PF's grants accounting staff. AACD will provide support for producer eligibility, drafting environmental evaluation reviews, project management, and spot checks, cultural resource surveys, conservation planning, layout and design, installation, and certifications. Additionally, the AACD is AAA-certified for cultural resource surveys and currently has three AAA-certified staff members ready to support this work.</p>
<p>Design on FA Applications or Contracts</p>	<p>Describe and provide rational for partner delivery of this practice. Rationale may include but is not limited to (1) known limitations on NRCS staffing or expertise to accomplish critical tasks in the project area within available time or (2) expectation so partner ability to deliver TA at rates comparable or better than NRCS TA. If the partner is not delivering this TA practice then put N/A.</p> <p>Partner delivery of this practice is essential for the success of this project due to longstanding and well-documented staffing challenges within the Arizona NRCS. Historically, NRCS in Arizona has been significantly understaffed, and with the recent deferred resignation program, their capacity to take on additional work has been further impacted. Our project partners are uniquely positioned and fully prepared to step in and deliver these critical services. Specifically, the partnership has TSP-certified staff that are ready to complete the designs and/or specifications needed for projects. Leveraging partner capacity will ensure timely and effective delivery of these practices, ultimately benefiting producers.</p>
	<p>Describe and provide rational for partner delivery of this practice. Rationale may include but is not limited to (1) known limitations on NRCS staffing or expertise to accomplish critical tasks in the project area within available time or (2) expectation so partner ability to deliver TA at rates comparable or better than NRCS TA. If the partner is not delivering this TA practice then put N/A.</p>

<p>Installation Assistance on FA Applications or Contracts</p>	<p>Partner delivery of this practice is essential for the success of this project due to longstanding and well-documented staffing challenges within the Arizona NRCS. Historically, NRCS in Arizona has been significantly understaffed, and with the recent deferred resignation program, their capacity to take on additional work has been further impacted. Our project partners are uniquely positioned and fully prepared to step in and deliver these critical services. Specifically, we have TSP-certified staff that are prepared to provide guidance on installation for projects to producers or contractors. TSP's will hold preconstruction meetings with landowners and contractors to ensure that NRCS practice standards and specifications are understood prior to implementation.</p>
<p>Checkout on FA Applications or Contracts</p>	<p>Describe and provide rationale for partner delivery of this practice. Rationale may include but is not limited to (1) known limitations on NRCS staffing or expertise to accomplish critical tasks in the project area within available time or (2) expectation so partner ability to deliver TA at rates comparable or better than NRCS TA. If the partner is not delivering this TA practice then put N/A.</p> <p>Partner delivery of this practice is essential for the success of this project due to longstanding and well-documented staffing challenges within the Arizona NRCS. Historically, NRCS in Arizona has been significantly understaffed, and with the recent deferred resignation program their capacity to take on additional work has been further impacted. Our project partners are uniquely positioned and fully prepared to step in and deliver these critical services. Specifically, the partnership has TSP-certified staff that are ready to complete key conservation planning steps including checkout of completed practices. Partner TSP staff has the knowledge and experience to ensure that installed practices meet NRCS standards specifications. They are experienced in documenting the installed practices to ensure proper justification is available of payment and auditing purposes. Leveraging partner capacity will ensure timely and effective delivery of these practices, ultimately benefiting producers and project outcomes. AACD will conduct inspections of and provide documentation of installed/completed implementation activity to ensure it meets NRCS standards. As part of this PF will ensure that all payments are processed to producers and contractors.</p>
<p>Atypical Post-Application Services</p>	<p>Describe and provide rationale for partner delivery of this practice. Rationale may include but is not limited to (1) known limitations on NRCS staffing or expertise to accomplish critical tasks in the project area within available time or (2) expectation so partner ability to deliver TA at rates comparable or better than NRCS TA. If the partner is not delivering this TA practice then put N/A.</p> <p>N/A</p>
	<p>Describe and provide rationale for partner delivery of this practice. Rationale may include but is not limited to (1) known limitations on</p>

Eligible 3rd Party Contract Management	<p>NRCS staffing or expertise to accomplish critical tasks in the project area within available time or (2) expectation so partner ability to deliver TA at rates comparable or better than NRCS TA. If the partner is not delivering this TA practice then put N/A.</p> <p>Due to the NRCS in Arizona's lack of capacity, PF Contracting and Procurement staff will perform contracting based on established PF contracting policy and procedures. These procedures have been conducted successfully with NRCS and to NRCS standards nation-wide for the past 20 years.</p>
--	---

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.

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 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>
--	--

Technical assistance (enhancement) to develop and manage RCPP projects with landowners and partners, creating and submitting RCPP reports, and managing the RCPP agreement with NRCS. Time spent coordinating with partners. Time spent coordinating the ranking process. In cases where contractors are utilized, time spent coordinating compliance, outreach to contractors. Valuation will be based on records kept of project development and implementation activity as well as outreach and coordination activities.

Communication and Coordination

Working with partners to develop success stories, video media, podcasts, and other methods to promote successful conservation efforts, impact to local communities and economies, and the partnerships formed through this RCPP. Also, working with NRCS and partners to coordinate projects and communicate about project implementation and progress with partners and community. This includes coordination with landowners, potential contractors, funding partners, landowner associations, and potential new partners related to the RCPP goals and objectives. This will also include RCPP project implementation schedules and timing, and all other coordination needed to effectively and efficiently deliver the conservation funding to landowners, producers, and with each of the participating partners' program rules and regulations. Valuation will be based on payroll records, mileage logs, travel receipts and actual costs of any contracted services.

RCPP TA Practice Type

Outreach and Education

Technical assistance (enhancement) work with partners to develop and implement outreach tools to inform producers about the project and encourage participation. Efforts related to outreach may include but are not limited to hosting landowner workshops, individual site visits with landowners, field tours with partners and potential partners, creation of content to encourage participation in outreach events, and creation of educational materials for landowners and partners to distribute at outreach events. Valuation will be based on payroll records which will detail how much time each employee works on each task and the employees hourly rate, minus administrative costs and actual costs of any venues rentals, supplies, and materials needed for education and outreach purposes.

Defined Outcome Assessment

Time for researching and documenting conservation outcomes to support partner responsibility to track and report on project outcomes. This includes but is not limited to any partners time spent on inventory and monitoring efforts, project accomplishments, data compilations and analysis, generating output and outcome summaries and reports, and keeping apprised of new evaluation tools that provide conservation outcomes that could be used to support the activities of this RCPP. Valuation will be based on payroll records and receipts for supplies, mileage logs, and travel receipts.

Conservation Innovation

None at this time.

Other Eligible Purposes

No other eligible purposes.

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.

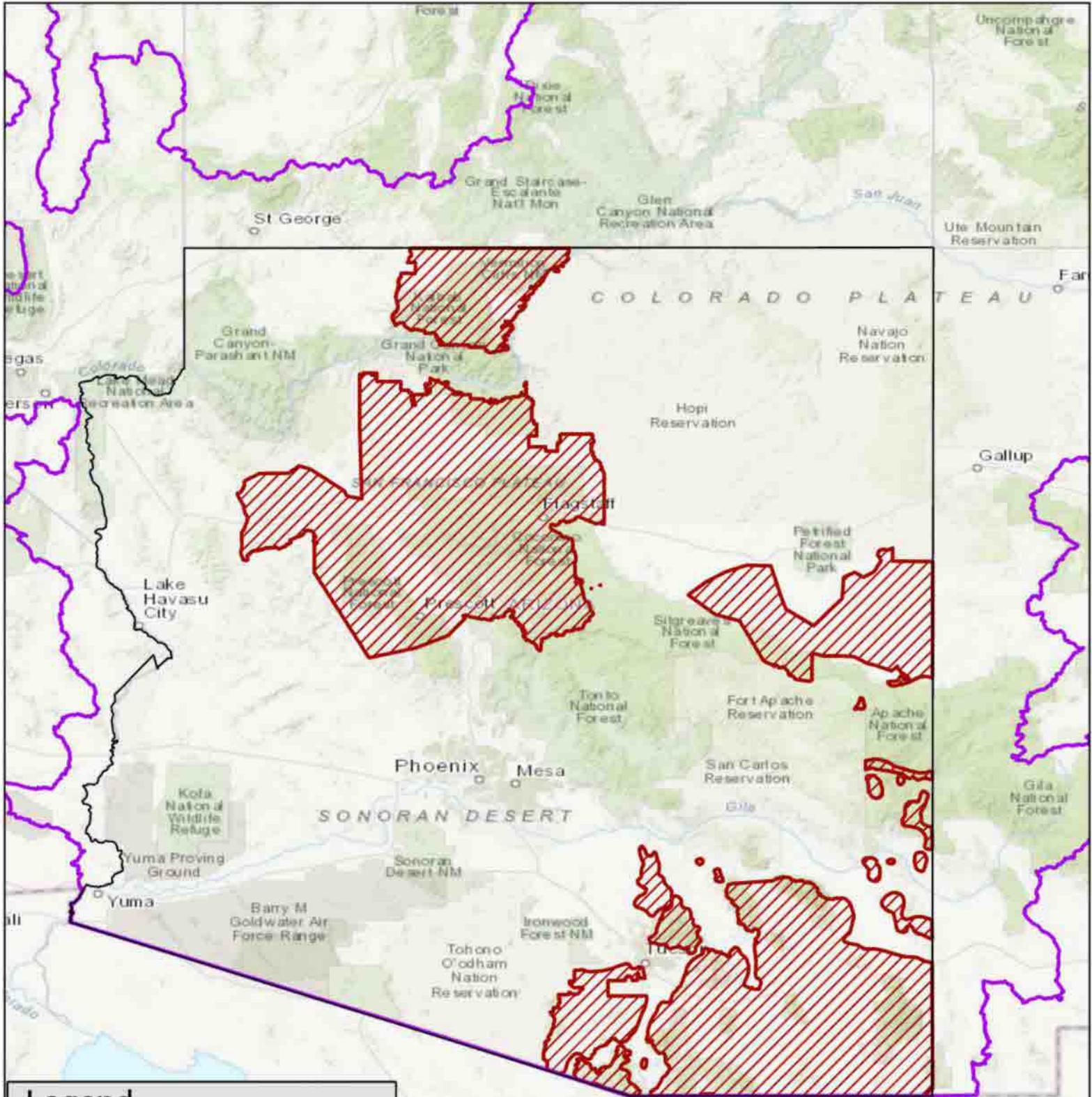
Outreach Activities	
Producers Contacted through Outreach	
Beginning Farmers/Ranchers Enrolled	
Historically Underserved Farmers/Ranchers Enrolled	
Veteran Farmers/Ranchers Enrolled	

- 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.




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)

RCCP Map




Legend

-  Boundary
-  Colorado River Basin CCA
-  Priority Areas

0 25 50 100 Miles

Date: June 20, 2024



Attachment D: Privacy and Confidentiality

Overview: Confidentiality Agreement Requirements

Information collected to implement RCPP projects may be subject to privacy and confidentiality limitations as described in IV.B. of the Programmatic Partnership Agreement and in this Attachment.

In order to meet program objectives, RCPP projects include information sharing between the partner and NRCS, including confidential or private producer information as outlined in section D1 below (and defined in section D2). For a partner to access confidential producer information, NRCS must determine that the information will not be subsequently disclosed. For that reason, RCPP partnership agreements **must include either:**

- 1) **completed Section D1 and an executed confidentiality Agreement (see section D2) or**
- 2) **a completed confidentiality waiver (see section D3).**

If (and only if) a prospective partner **cannot** agree to protect confidential information from disclosure as provided in the template in Section D2, national approval for a variance (based on minor changes to D2 templated language and national review process) or a waiver may be requested (based on criteria in section D3). Use of privacy agreement template in D2 (with no changes, vs. requesting a variance or waiver) is recommended.

Background/Addendum to PPA Part IV B:

1. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
2. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
3. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.
4. Lead Partner may not require employees, contractors, or subrecipients (including but not limited to other partners) seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
5. Lead Partner must notify employees, contractors, or subrecipients (including but not limited to other partners) that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (4) are no longer in effect.

6. The prohibition in paragraph (4) of this provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

Privacy and Confidentiality, Attachment D Sections

- D1 Information Sharing in this Project
- D2 Section 1619 Agreement
- D3 NRCS Determination to Proceed in Absence of 1619 Agreement

D1. Information Sharing in this Project:

Typical information sharing needs associated with RCPP projects are outlined below including but not limited to project deliverables, outcomes and reporting responsibilities documented in the programmatic agreement and associated attachments.

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 requirement 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.

Additionally, where supported by executed Confidentiality Agreement(s) from the Partner(s) and/or voluntary 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 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 1619 Agreement(s) from the Partner(s) and/or voluntary executed written producer release(s) from affected producer(s), NRCS may (at Agency discretion) provide protected information, including those items listed below, to a

partner. Information shared 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

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 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.
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

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 confidentiality 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 (or the PPA to which it is attached) is terminated, potential impacts to RCPP project will be evaluated and NRCS will work collaborative with Lead Partner to maintain viability of this the partnership agreement to which Part D2 is attached, guided by RCPP policy and terms of Part D as a whole.


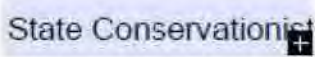

c. Use of the protected data for any purpose is expressly prohibited when the cooperating entity is no longer a cooperating entity. When Lead Partner is no longer a cooperating entity, any protected data provided under this MOU must be immediately destroyed. Lead Partner shall provide to the agency written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

Signature of the cooperating entity and the Date Signed

	<i>Assistant Secretary</i>	<i>1/22/25</i>
Name, Title		Date

Signature of the Natural Resources Conservation Service Approving Official and the Date Signed

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.

	<small>Digitally signed by KEISHA TATEM Date: 2025.02.07 16:34:56 -0700'</small>	State Conservationist 	
Name, Title			Date

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

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

<hr/>	<hr/>
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 is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.

(4) EXCEPTIONS.—Nothing in this subsection affects—

(A) the disclosure of payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law;

(B) the disclosure of information described in paragraph (2) if the information has been transformed into a statistical or aggregate form without naming any—

(i) individual owner, operator; or producer; or

(ii) specific data gathering site; or

(C) the disclosure of information described in paragraph (2) pursuant to the consent of the agricultural producer or owner of agricultural land.

(5) **CONDITION OF OTHER PROGRAMS.**—The participation of the agricultural producer or owner of agricultural land in, or receipt of any benefit under, any program administered by the Secretary may not be conditioned on the consent of the agricultural producer or owner of agricultural land under paragraph 4(c).

(6) **WAIVER OF PRIVILEGE OR PROTECTION.**—The disclosure of information under paragraph (2) shall not constitute a waiver of any applicable privilege or protection under Federal law, including trade secret protection.

D3. NRCS Determination to Proceed in Absence of 1619 Agreement

Attachment D Section D2 above is the standard Section 1619 agreement which supports sharing of protected producer information. If the lead partner and project meet applicable requirements below, then the partner may request, and NRCS may at its discretion provide, a determination to proceed in the absence of a Section 1619 agreement.

NRCS determination to proceed shall be contingent upon NRCS consideration of the following minimum requirements:

- 1.) The Lead Partner is an entity of State Government in a state where States laws may conflict with limitations on the sharing of RCPP program participant information, and
- 2.) Lead partner responsibilities under this Programmatic Agreement (including but not limited to reporting, outcomes and contribution related items), can be implemented without NRCS release of protected producer information e.g. no information sharing is required, or sharing of protected information can be limited to instances where affected producers have voluntarily provided written consent to disclose protected information to a partner as necessary.

Rationale for exception from 1619 requirement:	
Partner:	Date:

If at any time information sharing needs change during the life of the project, NRCS and Partner share responsibility for updating this attachment and the associated Section 1619 agreement.

Rationale for Concurrence with Waiver Request (see examples in item 2 above).	
State Conservationist:	Date:

AZ_RCPP 3483 PPA Package - Signature needed

Final Audit Report

2025-09-12

Created:	2025-09-12
By:	Shelby Yoder (syoder@pheasantsforever.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkZBIIAhJuN0RYcl1cZugpjg1YLYYb2P

"AZ_RCPP 3483 PPA Package - Signature needed" History

-  Document created by Shelby Yoder (syoder@pheasantsforever.org)
2025-09-12 - 8:29:35 PM GMT
-  Document emailed to Marilyn Vetter (mvetter@pheasantsforever.org) for signature
2025-09-12 - 8:29:45 PM GMT
-  Email viewed by Marilyn Vetter (mvetter@pheasantsforever.org)
2025-09-12 - 8:34:20 PM GMT
-  Document e-signed by Marilyn Vetter (mvetter@pheasantsforever.org)
Signature Date: 2025-09-12 - 8:37:33 PM GMT - Time Source: server
-  Agreement completed.
2025-09-12 - 8:37:33 PM GMT

**RCPP Supplemental Agreement For Alternative Funding
Arrangement
Financial Assistance
Entered Into By
USDA Natural Resources Conservation Service
And
Pheasants Forever, Inc. and Quail Forever
In Support of RCPP Project Restoring Arizona's Colorado River
Basin Conservation Area (RACRBCA)**

Introduction:

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

Under the terms of this SA (and the Programmatic Partnership Agreement [PPA] of which it is a part), Awardee shall provide financial assistance as described in this agreement to support RCPP project 3483, Restoring Arizona's Colorado River Basin Conservation Area (RACRBCA).

I. Authority

This SA is entered into in accordance with RCPP and related authorities including:

- Subtitle I of Title XII of the Food Security Act of 1985 as amended by the Agriculture Improvement Act of 2018 (2018 Farm Bill; P.L 115-334) (16 U.S.C. 3871 et seq.)
- The Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.)
- 7 CFR Part 1464
- Announcement of Program Funding Number USDA-NRCS-NHQ-RCPPAFA-24-NOFO0001355

II. Background

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

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

Awardee is an eligible NP-Not-for-profit organization or entity and, based on negotiations documented in Attachment 1 to this SA, agrees to provide services as described in this SA (and the PPA of which it is a part).

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

III. Purpose

The purpose of this SA is to establish the terms and conditions under which Awardee will provide services to support the RCPP project 3483, Restoring Arizona's Colorado River Basin Conservation Area (RACRBCA) under which this SA is executed.

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

IV. Responsibilities of the Parties

A. NRCS will:

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

B. Pheasants Forever, Inc. and Quail Forever will:

1. Deliver all assistance per terms included in NRCS approved plans, environmental analyses and designs, and in accordance with this SA.

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

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

1. The RCPP Portal (also known as the Partner Portal) or successor software platform may be used to identify SA deliverables and payment methods. Parties agree to use this platform, and to collaborate there to document SA progress and payments as specified in Attachment 2.
2. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to person or property resulting in any manner from the conduct of its own operations, and the operations of its agency or employees under this agreement, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency or its own employees, while occupying or visiting the projects under and pursuant to this agreement. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
3. Funds obligated via this SA shall generally remain available for work completed during the term of the SA as executed; additionally, the term of the SA shall not exceed the life of the PPA, unless a longer SA term is determined necessary by NRCS. Terms of the SA may be amended only in accordance with the terms of this part and Part VII below.
4. Adhere to the privacy requirements associated with federal laws including 16 USC 3844(b), 7 USC 8791, and the Privacy Act (5 U.S.C. 552a;) with respect to any information received from NRCS, partners, producers or others in relation to this project agreement. Project specific details, including needed information sharing, are further addressed in Attachment 3.
5. NRCS authority to implement or support project activities is also subject to statutory and regulatory requirements, Executive Orders, and other legal requirements, including but not limited to the Food Security Act of 1985, as amended, and associated regulations; the National Environmental Policy Act (NEPA) and

associated environmental laws; and Office of Management and Budget (OMB) Circulars, and related requirements. Where such requirements necessitate adjustments to the terms and conditions of this SA, the Parties will either agree to such adjustments or NRCS will terminate this SA.

V. Deliverables

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

VI. Technical and Administrative Contacts

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

VII. Duration

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

Start Date: Upon ASTC-Programs Signature End Date: 07/31/2030

VIII. Project Changes: Minor Changes and Modifications

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

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

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

IX. Termination

1. Awardee may request that NRCS terminate the SA, provided the request for termination is in writing, and includes the reasons for termination.

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

X. Attachments

- Attachment 1: Schedule, Payment Methods, and Technical Details
- Attachment 2: Payment Eligibility and Process
- Attachment 3: Privacy and Confidentiality
- Attachment 4: General Terms and Conditions
- Attachment 5: Additional Terms and Conditions

XI. Signatures:

A. Awardee (Sign First)

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

(b)(6) <small>9, 2025 10:52:19 CDT</small>	09/15/25
Signature	Date
Marilyn Vetter	President & CEO
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.

ERIKA

Digitally signed by ERIKA

BOYLAND

Date: 2025.09.16

15:31:50 -0700

9/16/2025

Signature

Date

Erika Boyland

Assistant State Conservationist - Programs

Name

Title

NRCS-CPA-1273-SA3-A1

Attachment 1

Deliverables

Activity Type	Max Available	Entered	Remaining
FA-Land Management	\$18,421,902.00	\$18,421,902.00	\$0.00
FA-Watershed	\$0.00	\$0.00	\$0.00

Supplemental Agreement Deliverables

Item #	State	Activity Type	Practice Code and Name	Scenario	Description	Scheduled Completion Month	Scheduled Completion Year	Extent	Unit	Unit Cost	Total Funds
1	AZ	AFA - Land Management	RFPL-FA for Innovative Land Management Activities per Project Agreement	FA for NRCS practice based activity and negotiated payment method(s)	Land management activities will be determined by the resource concerns and opportunities specific to each landowner agreement. FA delivery will be through Partner Producer contracting model.	07	2029	9210951.0	Dollars	1.0	\$9,210,951.00
2	AZ	AFA - Land Management	RFPL-FA for Innovative Land Management Activities per Project Agreement	Participating Partner. Contractual	Land management activities will be determined by the resource concerns and opportunities specific to each landowner agreement. FA delivered through the Partner Contract on Behalf of the Producer model. Projects or groups of projects will solicit competitive bids and contracted directly with the partner.	07	2029	9210951.0	Dollars	1.0	\$9,210,951.00

Line#	WBS	Award State	Funding Type	BOC	Total Entered Funding
	NR.SI.RCP8.04.3483.25XXF		AFA - Land Management	4115	\$18421902
				WBS Total	\$18421902
				Total SA Funding	\$18421902

RCPP Supplemental Agreement, Type 3, Attachment 2 Payment Eligibility

I. UNALLOWABLE COSTS

The following costs are not allowed:

- (1) Costs above the amount authorized for the project.
- (2) Costs incurred prior to commencement of, or after the end of the supplemental agreement period of performance.
- (3) Costs not identified in the approved budget or approved budget revisions.
- (4) Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award.
- (5) Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
- (6) Compensation for injuries to persons or damage to property arising from project activities.
- (7) Partner administrative costs (statutorily prohibited).
- (8) Costs associated with work for which all statutory and regulatory requirements are not met.
- (9) Costs for deliverable for which all program requirements are not met.

This list is not exhaustive. For general information about the allowability of particular items / costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award. Because this Supplemental Agreement is based on programmatic authorities, vs. general governmental authorities, not all provision of 2 CFR 200 apply.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. NRCS retains approval authority of all project deliverables for the purpose of approving RCPP related payments listed in the supplemental agreement(s) and project deliverables.

II. PAYMENTS

NRCS shall approve RCPP Supplemental Agreement payments where the following conditions are satisfied:

Partner is compliant with all reporting and administrative requirements of this supplemental agreement;

Partner provides satisfactory / verifiable documentation of completion of each fully or partial technical or financial assistance deliverable and evidence supporting requested payment consistent with approved valuation method for that deliverable as documented in SA Attachment 1.

NRCS determines that work fully satisfies program eligibility and technical adequacy criteria for the project and practice, and the delivery is consistent with contract requirements.

Payments(s) shall be based on actual extent installed and calculated on a line item/deliverable basis. Each payment shall be limited to the lesser of the unexpended balance in line item/deliverable or the product of the actual extent installed times the lesser of the actual unit cost calculated from installed extent and costs, or the per unit cost at the time of contracting.

Note: Negotiated payment methods may include but are not limited to verifiable records of actual expenses such as canceled checks, paid bills, payroll records, timesheets, and subaward documents. Generally, labor costs charges to this award must be based upon salaries actually earned and the time actually worked on this award calculated to exclude administrative overhead. Exception to such "actual cost" methods are allowed ONLY when approved negotiated payment methods clearly document typical expenses associated with a task, and accounting records support delivery of specific quantities of a task for which such an approved negotiated payment method is in place.

III PAYMENT PROCESS:

Partner responsible for requesting payments via RCPP Portal or replacement system. Partner assumes sole responsibility for ensuring accuracy of all partner data entry and access via partner portal login(s).

Partner is solely responsible for verifying partner "vendor record" information, including banking information, prior to each payment request.

Partner responsible for providing supporting documentation which directly supports NRCS review with respect to approved SA payment methods or NRCS shall reject payment requests. Returned request will not be eligible for payment until such time as partner satisfies this requirement.

NRCS will make payment to the recipient on a reimbursable or advance basis no more than once per quarter, unless more frequent payments are requested by partner and approved by NRCS.

Partners may request full payments for any (or all) deliverables scheduled for delivery within the forthcoming 60-day period. NRCS may approve such requests based on NRCS determination an advance poses minimal financial risk. In making a determination of risk, NRCS may consider adequacy/completeness of partner plan for delivery of deliverables for which advance is requested; adequacy/availability of financial and accounting mechanisms, including software tools to track advances; partner's past performance; status of deliverable planning and designs; and or other criteria. Return of advance payment will be required if work for which advanced payment is made is not completed within the 60-day period beginning on the date of receipt of the funds or the advance is not liquidated in a timely fashion thereafter per NRCS requirements. Failure to return funds within timeframe specified by NRCS shall result in the partner being in violation of the terms of the supplemental agreement, and/or may result in termination of the supplemental agreement as determined by NRCS; see also "cost recovery" section in this agreement.

This agreement is a supplemental programmatic agreement related to and RCPP project agreement, not a procurement contract. As such, it is not subject to 5 CFR Part 1315, Prompt Payment Act, and is governed by the terms set forth herein

RCPP Supplemental Agreement, Type III, Attachment 3 Confidentiality

Overview: Confidentiality Agreement Requirements

Information collected to implement RCPP projects may be subject to privacy and confidentiality limitations as described in Supplemental Agreement and in this Attachment.

In order to meet program objectives, RCPP projects include information sharing between the partner and NRCS, including confidential or private producer information as outlined in section D1 below (and defined in section D2). For a partner to access confidential producer information, NRCS must determine that the information will not be subsequently disclosed. For that reason, RCPP partnership agreements **must include either:**

- 1) **completed Section D1 and an executed confidentiality Agreement (see section D2) or**
- 2) **a completed confidentiality waiver (see section D3).**

If (and only if) a prospective partner **cannot** agree to protect confidential information from disclosure as provided in in the template in Section D2, national approval for a variance (based on minor changes to D2 templated language and national review process) or a waiver may be requested (based on criteria in section D3). Use of privacy agreement template in D2 (with no changes, vs. requesting a variance or waiver) is recommended.

Background/Addendum to PPA Part IV B:

1. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
2. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
3. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.
4. Lead Partner may not require employees, contractors, or subrecipients (including but not limited to other partners) seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
5. Lead Partner must notify employees, contractors, or subrecipients (including but not limited to other partners) that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (4) are no longer in effect.
6. The prohibition in paragraph (4) of this provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

Privacy and Confidentiality, Attachment D Sections

- D1 Information Sharing in this Project
- D2 Section 1619 Agreement
- D3 NRCS Determination to Proceed in Absence of 1619 Agreement

Note: As you selected either the standard or variance agreement for the confidentiality agreement type in the portal, only sections D1 and D2 are included below. If either the partner or State POC make any changes to the language in D1 or D2 (other than unselecting specific items to share) you must obtain approval from NHQ prior to obtaining signatures on this agreement.

D1. Information Sharing in this Project:

Typical information sharing needs associated with RCPP projects are outlined below including but not limited to project deliverables, outcomes and reporting responsibilities documented in the programmatic agreement and associated attachments.

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 requirement 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.

Additionally, where supported by executed Confidentiality 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 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 1619 Agreement(s) from the Partner(s) and/or voluntarily executed written producer release(s) from affected producer(s), NRCS may (at Agency discretion) provide protected information, including those items listed below, to a partner. Information shared 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 holder
- ✓ 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 Supplemental Agreement to which this 1619 Section Agreement (Part D2) is attached is an agreement to provide *technical and/or 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 Supplemental 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 Supplemental 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 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 this RCPP project.

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.

D. 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

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 Supplemental 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 confidentiality 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 (or the PPA to which it is attached) is terminated, potential impacts to RCPP project will be evaluated and NRCS will work collaborative with Lead Partner to maintain viability of this the 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.

Signature of the cooperating entity and the Date Signed

(b)(6)

09/15/2025 10:52:19 CDT

09/15/25

Marilyn Vetter, President & CEO

Date

Signature of the *Natural Resources Conservation Service* Approving Official and the Date Signed

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.

ERIKA
BOYLAND

Digitally signed by ERIKA
BOYLAND
Date: 2025.09.16
15:31:02 -07'00'

Assistant State
Conservationist -
Programs

9/16/2025

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 is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.

RCPP Supplemental Agreement, Type III, Attachment 4 General Terms and Conditions

I. APPLICABLE REGULATIONS

A. The regulations in 7 CFR Part 1464 and are incorporated by reference. In the event of a conflict between these regulations and the terms of this attachment, the provisions of the regulations will prevail.

B. Allowable project costs will be determined in accordance with the authorizing statute and regulation the purpose(s) of the RCPP project which this supplemental agreement supports, the purposes of this supplemental agreement award

C. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable.

- (1) 2 CFR Part 25, "Universal Identifier and System of Award Management"
- (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
- (3) 2 CFR Part 175, "Award Term for Trafficking in Persons"
- (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)"
- (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" ("
- (6) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
- (7) 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
- (8) 2 CFR Part 418, "New Restrictions on Lobbying"
- (9) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"
- (10) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"
- (11) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debaring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.
- (12) If work performed under this agreement relates to the alteration, or repair (including painting and decorating) of public buildings or public works (e.g. financial assistance related to the RCPP Watershed funding tied to such purposes), Partner responsible for full compliance with the Davis-Bacon and Related Acts.

II. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval: change in deliverables, including but not limited to costs, extents, valuation methods or requirements. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards unless otherwise exempted in this agreement.

III. FINANCIAL AND PERFORMANCE REPORTING

Recipients must submit progress reports as required by NRCS to support NRCS ability to monitor award. Failure to submit reports as required may result in suspension or termination of award.

The recipient must submit final report(s) no later than 90 days after the period of performance end date. NRCS will withhold payments under this award if the recipient is delinquent in submitting required reports.

IV. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements consistent with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

V. SPECIAL PROVISIONS

The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

Employees of the NRCS will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making.

NRCS-CPA-1273-SA3-A4

RCPP Supplemental Agreement Number: 3483-A-2526

Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences.

The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with NRCS clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to the NRCS contact(s) identified in the RCPP portal.

USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under Regional Conservation Partnership Program Supplemental Agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

“USDA is an equal opportunity provider and employer.”

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

VI. CONTRIBUTIONS/COST-SHARING/MATCH REQUIREMENTS

a. RCPP projects all have “contribution” requirements; some supplemental agreements also have “match” or “cost sharing” requirements. If this Supplemental Agreement has specific match requirements (see SA), the match from other projects may not be counted toward meeting the specific match requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable (non-RCPP/donor) program authorizing statute.

b. Cost share must be documented on each budget and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request, unless so specified in the Supplemental Agreement.

Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—

1. Immediately notify the NRCS administrative contact of the situation.
2. Specify the steps it plans to take to secure replacement cost sharing.
3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient’s plans are not acceptable to the NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify NRCS in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by NRCS. If the recipient’s cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.

VII. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported.

VII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by the NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to the NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

VIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

IX. MISREPRESENTATION AND SCHEME OR DEVICE

A participant who is determined to have erroneously represented any fact affecting a determination with respect to this contract and the regulations applicable to this contract, adopted any scheme or device which tends to defeat the purposes of this contract, or made any fraudulent representation with respect to this contract, will not be entitled to payments or any other benefits made under this contract. The participant must refund to NRCS all payments received plus interest. In addition, NRCS may terminate the participant's interest in all agreements. The provisions of this paragraph of the attachment shall be applicable in addition to any other criminal and civil fraud statutes.

X. APPEAL RIGHTS

Lead partners and nonlead partners under partnership or supplemental agreements.

(1) A lead partner or nonlead partner may obtain a review of any administrative determination concerning eligibility as a partner under the program or eligibility for financial assistance payments

NRCS-CPA-1273-SA3-A4

RCPP Supplemental Agreement Number: 3483-A-2526

under an agreement that obligated financial assistance funds utilizing the administrative appeal regulations provided in 7 CFR parts 11 and 614.

(2) NRCS provision of technical assistance funds under a partnership agreement or supplemental agreement are not subject to administrative review as the provision of such funds are to assist NRCS with its implementation of the program consistent with 16 U.S.C. 3842 and are not program payments or benefits to a lead partner or nonlead partner.

XI. 2 CFR 200 EXCEPTION

Consistent with authorities included in the Supplemental Agreement or herein, as well as provisions of 2 CFR 200.102, Exceptions, this supplemental agreement is subject to audit provisions of 2 CFR 200 and those provisions of 2 CFR 200 referenced herein. Where supplemental agreement language conflicts with 2 CFR 200, the terms of this agreement and the RCPP program authorities shall prevail.

XII. BUY AMERICA ACT

Public infrastructure projects funded by RCPP are subject to 2 CFR Part 184, "Buy America Preferences for Infrastructure Projects". Buy America Act (BABAA), within Pub. L. 117-58, requires all federal agencies to ensure that none of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States. This requirement applies to public infrastructure projects funded through programmatic partnership agreements and supplemental agreements.

RCPP Supplemental Agreement, Type 3, Attachment 5 Practices and Specifications (REQUIREMENTS)

Attachment 5 supports and expands on SA deliverables, attaching planning, environmental compliance, design, easement processing, and/or related requirements that support Attachment 1: Deliverables>

- I. RCPP Assistance Payments for Work **COMPLETED** in Accordance with published NRCS Planning Procedures and Conservation Practices or Activity Standards (as documented in attachments hereto and or at time of payment request as agreed to herein).

RCPP funds may be obligated and subsequently earned by awardee partner for work to be completed in accordance with published NRCS Planning Procedures and Existing Conservation Practice or Activity Standards (and any project or site-specific requirements deemed necessary). Generally, use of this model will streamline integration of partner's financial assistance (FA) activities with available NRCS expertise and job approval processes, including but not limited to National Environmental Policy Act (NEPA) compliance, and may facilitate timely approvals of Alternative Funding Arrangement (AFA) FA obligations and payments. Detailed environmental, planning and design requirements shall be included in this attachment as negotiated on a SA and/or deliverable specific basis.

A. Relationship to Deliverables

Where work will be completed in Accordance with NRCS Planning Procedures and Conservation Practices or Activity Standards published in the Federal Register, **table of deliverables shall:**

- Include of one or more of the approved conservation practice or activity standards, and/or
- Include the RFPL (FA for Innovative Land Management Activities per Project Agreement) activity type, and the following description "**More than one standard NRCS FA activity as specified in Attachment 5 per payment methods attached.**"

B. Additionally, Attachment 5 shall:

- Include practice standards or enhancement details and applicable "requirements" for each included activity,
- Include additional references or project/site specific requirements needed to support standards,
- Include checklist or negotiated process to ensure partner has site specific approvals needed to ensure payment eligibility.

- II. RCPP Assistance Payments for Work to be completed using project specific planning or design criteria not consistent with published NRCS Planning Procedures and/or Conservation Practices or Activity Standards.

RCPP funds may be obligated and subsequently earned by awardee partner for work NOT contracted to be completed in accordance with NRCS Planning Procedures or Practice/Activity standards/requirements but rather expected to achieve similar eligible

purposes based on NRCS approved work, payment methods and project specific negotiated methodologies. Use of this model will necessitate heightened attention to technical and environmental review requirements, and subsequent reviews. Detailed environmental, planning and design requirements shall be included in this attachment as negotiated on a SA and/or deliverable specific basis.

A. Relationship to Deliverables

- Include one or more of the RFPx activities types in the Table of Deliverables, with the following *Description* "Negotiated (Land Management, Rental, or Watershed) Activity as specified in Attachment 5

RFPL FA for Innovative Land Management Activities per Project Agreement

B. Additionally, Attachment 5 shall:

- Include specific, CIN-level negotiated deliverable standards applicable negotiated "requirements" for each negotiated activity deliverable.
- Include additional references or project/site specific requirements needed to determine the technical adequacy of installed negotiated activities.
- Include negotiated process to ensure partner has secured site specific approvals needed to ensure payment eligibility.

Partner Requirements:

As required in the RCPP process, Partner (Pheasants Forever, Inc.) anticipates that NRCS and partnership staff will collaborate to determine applicant and land eligibility for the RCPP project. Partner will work closely with NRCS staff to determine what information will be required from interested producers (including but not limited to producer names, contact information, FSA farm and tract numbers, fields, existing and planned practices, etc.). Required documents will be readily available for all submitted projects to expedite completion. Partner will solicit information from applicants that enables NRCS to confirm Farm Bill eligibility, including AGI (except in cases where an AGI waiver has been approved), HEL/WC compliance, as well as information that enables NRCS to complete the Environmental Evaluation (CPA-52) reviews, including initial screening of NEPA/ESA requirements, cultural resources and other needs. Upon completion of all producer/site/compliance/resource reviews, if it is determined that the project is approved, NRCS will provide Partner with a subsidiary print for each project and Partner will maintain for up to seven years per USDA retention policy or for the longest lifespan of all practices contracted, storage of each project file. Partner will not require NRCS assistance to rank or screen applications.

The partner will utilize NRCS practice standards, implementation requirements, and standard designs for all practices. All relevant documents can be found in the AZ Field Office Technical Guide by practice: <https://efotg.sc.egov.usda.gov/#/state/AZ/documents>.

Partner staff may be required to undergo training to become familiar with conservation planning, practice standards, processes, and quality assurance requirements for the Land Management activities in this project, if they are not otherwise certified as a Technical Service Provider. This training will help the Partner and project partners assess design, implement, certify, and monitor projects. This will also ensure that all related projects will align with NRCS practice standards and address identified resource concerns. For all practices, partners will utilize relevant planning documents, practice standards, statements of work, job sheets, and other documentation requirements for practice checkout found on Section IV of the Arizona Field Office Technical Guide website. Resulting practice implementation will mirror those of NRCS-implemented

projects. Land Management activities will align with existing NRCS guidelines for practice standards and associated Program requirements. Partner will utilize NRCS practice standards, installation guidelines, and technical notes for guidance. Plans will be clearly described in agreements with producers identifying necessary requirements for each practice, and financial assistance will not be reimbursed until the required documentation (i.e. specifications, job sheets and implementation requirements) is filed and meets NRCS standards.

Payment rates will be defined in each contract by current RCPP guidelines, specific to each activity and practice scenario. Checkouts and reimbursements will be based on goals identified in the agreement, double-checked upon completion to determine units of actual implementation (feet, acres, etc.) and will follow the documentation requirements outlined below. Partner will retain these documents for up to seven years per USDA retention policy or for the longest lifespan of all practices contracted. Reimbursements to producers will be based on actual deliveries, up to those amounts identified in the agreements. Partner will not require checkout processes or assistance from NRCS personnel. Partner will coordinate with producers periodically to determine which objectives have been met and meet them on site for inspection. Partner will ensure that completed practices are only reimbursed once, upon completion.

To ensure quality assurance of practice delivery, NRCS staff will spot-check a minimum of 5% of certified practices delivered by Partner and partner personnel on an annual basis. Spot checks will ensure that practices are implemented as intended. Results from spot-checks will be shared with the Partner to guide future project success.

Reimbursement for land management activities, upon completion, will require specific documentation based on the practice completed. Required documentation by practice can be found in Table 1. These documents will be submitted at the time of reimbursement along with a copy of the FA Expenditures spreadsheet, shown in Figure 1 summarizing the requested reimbursements.

Table 1-FA for Innovative Land Management Activities Table of Deliverables:

Activity	Practice Standard	Documentation Required for Reimbursement
Brush Management	314	Job Sheet AZ-IR-314 314 OTH Brush Management-Technical Varriance Request (if applicable) WIN-PST results for chemical treatments (if applicable) Applied practice maps/ shapefiles Soils/ Ecological Site Map Plan Map Pre and post treatment pictures As-built/ construction check documents
Fence	382	Job Sheet AZ-IR-382 Variance Request Worksheet-Ecological Science Practices (if applicable) Applied practice maps/ shapefiles Pictures of the completed practice Plan Map Soils Map/ Ecological Site Map As-built/ construction check documents
Woody Residue Treatment	384	Job Sheet AZ-IR-384 Applied practice maps/ shapefiles Pictures of the completed practice Plan Map Soils Map/ Ecological Site Map

NRCS-CPA-1273-SA3-A5

RCPP Supplemental Agreement Number: 3483-A-2526

		Pre and post treatment pictures As-built/ construction check documents
Livestock Pipeline	516	Pipeline Construction Checkout Worksheet from NRCS Approved Design/ As-Built Documentation Photos and Inspection Records Applied practice maps/ shapefiles Pictures of the completed practice Plan Map Soils Map
Prescribed Grazing	528	Annual Record upon completion of grazing year Job sheet AZ-IR-528 Applied practice maps/ shapefiles Plan Map Soils Map/ Ecological Site Map Record of pasture use listing number of livestock, in-out dates, and precipitation from nearest rain gauge/weather station.
Pumping Plant	533	Approved Design/ As-Built Documentation Photos and Inspection Records Applied practice maps/ shapefiles Pictures of the completed practice Plan Map Soils Map
Watering Facility	614	Approved Design/ As-Built Documentation Photos and Inspection Records Documentation of size and tank description installed Applied practice maps/ shapefiles Pictures of the completed practice Plan Map Soils Map
Water Harvesting Catchment	636	Approved Design/ As-Built Documentation Photos and Inspection Records Documentation of size and tank description installed Applied practice maps/ shapefiles Pictures of the completed practice Plan Map Soils Map
Water Well	642	Approved Design/ As-Built Documentation Photos and Inspection Records Documentation from well driller: <ul style="list-style-type: none"> 1. Depth of well, casing and screen or well casing perforations 2. Depth and quality of gravel pack, if applicable 3. Type and gage/thickness/schedule of well casing material 4. Well completion reports (i.e. well driller's log) 5. Depth and method of surface seal (the dimensions of the water well head protection slab or casing head above the ground shall be measured) on depth of the well and casing description Applied practice maps/ shapefiles Pictures of the completed practice Plan Map

Restoration of Rare or Declining Natural Communities	643	Soils Map AZ-IR-643 Applicable monitoring form Ecological Site Description Map Practice map with important areas for wildlife identified Additional document requirements needed for reimbursement must be determined based on scenario with NRCS prior to implementation.
Upland Wildlife Habitat Management	645	AZ-IR-645 Applicable monitoring form Ecological Site Description Map Practice map with important areas for wildlife identified Additional document requirements needed for reimbursement must be determined based on scenario with NRCS prior to implementation.
Other practices that address the listed resource concerns may be utilized.		Document requirements needed for reimbursement must be determined based on practice with NRCS prior to implementation.

Figure 1- FA Expenditures Spreadsheet

Project Name: Restoring Arizona's Colorado River Basin Conservation Area (RACBCA) RCPPI: 3483
 Lead Partner: Phosphorus Forever, Inc. SA Expiration Date:

FA Expenditures- Reporting Covers (DATE-RANGE)																			
Planner Contract Number	Payment completed (Date)	Total Reimbursable Amount	Payment Date	Amount Applied	Units	Producer/Entity Name	CPA-62 completed (Y/N)	Eligibility (Y/N)	FSA Farm Number(s)	FSA Tract Number(s)	Field ID	RELARC Compliance (Y/N)	Practice Code	Practice Scenario	Agreement responsible person for compliance (check your TSP/IAW)	Date of Check Out	Required Supporting Documents Attached (Y/N)	Name	

AZ_Supplemental-3483-A-2526 Package - Signatures needed

Final Audit Report

2025-09-15

Created:	2025-09-12
By:	Shelby Yoder (syoder@pheasantsforever.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7p8vLn9ZHxITwd6ErUdApxXEzGZD8USw

"AZ_Supplemental-3483-A-2526 Package - Signatures needed" History

-  Document created by Shelby Yoder (syoder@pheasantsforever.org)
2025-09-12 - 8:38:43 PM GMT
-  Document emailed to Marilyn Vetter (mvetter@pheasantsforever.org) for signature
2025-09-12 - 8:38:51 PM GMT
-  Email viewed by Marilyn Vetter (mvetter@pheasantsforever.org)
2025-09-15 - 3:51:17 PM GMT
-  Document e-signed by Marilyn Vetter (mvetter@pheasantsforever.org)
Signature Date: 2025-09-15 - 3:52:19 PM GMT - Time Source: server
-  Agreement completed.
2025-09-15 - 3:52:19 PM GMT

**RCPP Supplemental Agreement For Technical Assistance and
Financial
Assistance for Easment Due Diligence
Entered Into By
USDA Natural Resources Conservation Service
And
Pheasants Forever, Inc. and Quail Forever
In Support of RCPP Project Restoring Arizona's Colorado River
Basin Conservation Area (RACRBCA)**

Introduction:

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

Under the terms of this SA, Awardee shall provide technical assistance or related services as described in this agreement to support RCPP project 3483, Restoring Arizona's Colorado River Basin Conservation Area (RACRBCA).

I. Authority

This SA is entered into in accordance with RCPP and related authorities including:

- Subtitle I of Title XII of the Food Security Act of 1985 as amended by the Agriculture Improvement Act of 2018 (2018 Farm Bill; P.L 115-334) (16 U.S.C. 3871 et seq.)
- The Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.)
- 7 CFR Part 1464
- Announcement of Program Funding Number USDA-NRCS-NHQ-RCPPAFA-24-NOFO0001355

II. Background

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

Generally, RCPP funding is provided to help farmers, ranchers, and other landowners to address natural resource concerns on the Nation's private and nonfederal land. Where NRCS cannot deliver its RCPP assistance to producers solely through program contracts between NRCS and eligible producers, NRCS may use supplemental agreements with an eligible partner to further project objectives consistent with RCPP requirements.

Awardee is an eligible NP-Not-for-profit organization or entity and, based on negotiations documented in Attachment 1 to this SA, agrees to provide services as described in this SA.

III. Purpose

The purpose of this SA is to establish the terms and conditions under which Awardee will provide services to support the RCPP project 3483, Restoring Arizona's Colorado River Basin Conservation Area (RACRBCA) under which this SA is executed.

Specifically, Awardee agrees to implement one of the three activity types below, as documented in Attachment 1, per terms of this SA:

- Technical Assistance, Implementation
- Technical Assistance, Enhancement
- Easement Acquisition Services (Financial Assistance)

NRCS funding made available through this SA must support RCPP-funded FA applications or contracts or, in the case of enhancement TA, RCPP program management costs.

IV. Responsibilities of the Parties

A. NRCS will:

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

B. Pheasants Forever, Inc. and Quail Forever will:

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

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

1. The RCPP Portal (also known as the Partner Portal) or successor software platform may be used to identify SA deliverables and payment methods. Parties agree to use this platform, and to collaborate there to document SA progress and payments as specified in Attachment 2.
2. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to person or property resulting in any manner from the conduct of its own operations, and the operations of its agency or employees under this agreement, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency or its own employees, while occupying or visiting the projects under and pursuant to this agreement. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
3. Funds obligated via this SA shall generally remain available for work completed during the term of the SA as executed; additionally, the term of the SA shall not exceed the life of the PPA, unless a longer SA term is determined necessary by NRCS. Terms of the SA may be amended only in accordance with the terms of this part and Part VII below.
4. Adhere to the privacy requirements associated with federal laws including 16 USC 3844(b), 7 USC 8791, and the Privacy Act (5 U.S.C. 552a;) with respect to any information received from NRCS, partners, producers or others in relation to this project agreement. Project specific details, including needed information sharing, are further addressed in Attachment 3.
5. NRCS authority to implement or support project activities is also subject to statutory and regulatory requirements, Executive Orders, and other legal requirements, including but not limited to the Food Security Act of 1985, as amended, and associated regulations; the National Environmental Policy Act (NEPA) and

associated environmental laws; and Office of Management and Budget (OMB) Circulars, and related requirements. Where such requirements necessitate adjustments to the terms and conditions of this SA, the Parties will either agree to such adjustments or NRCS will terminate this SA.

V. Deliverables

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

VI. Technical and Administrative Contacts

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

VII. Duration

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

Start Date: Upon ASTC-Programs Signature End Date: 07/31/2030

VIII. Project Changes: Minor Changes and Modifications

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

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

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

IX. Termination

1. Awardee may request that NRCS terminate the SA, provided the request for termination is in writing, and includes the reasons for termination.

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

X. Attachments

- Attachment 1: Schedule, Payment Methods, and Technical Details
- Attachment 2: Payment Eligibility and Process
- Attachment 3: Privacy and Confidentiality
- Attachment 4: General Terms and Conditions
- Attachment 5: Additional Terms and Conditions

XI. Signatures:

A. Awardee (Sign First)

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

Partner: (b)(6) <small>2025 16 (04 16 CDT)</small>	09/12/25
Signature	Date
Marilyn Vetter	President & CEO
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.

ERIKA
BOYLAND
Date: 2025.09.16
15:23:14 -07'00'

9/16/2025

Signature

Date

Erika Boyland

Assistant State Conservationist - Programs

Name

Title

NRCS-CPA-1273-SA3-A1

Attachment 1

Deliverables

Activity Type	Max Available	Entered	Remaining
TA-E	\$1,719,377.00	\$1,719,377.00	\$0.00
TA-I	\$4,175,631.00	\$4,175,631.00	\$0.00
FA-Entity Held	\$0.00	\$0.00	\$0.00

Supplemental Agreement Deliverables

Item #	State	Activity Type	Practice Code and Name	Scenario	Description	Scheduled Completion Month	Scheduled Completion Year	Extent	Unit	Unit Cost	Total Funds
1	AZ	Enhancement TA	RTEP001 - TA-E, Negotiated Project Mgt	Participating Partner, Personnel Payment	TA-E to coordinate with NRCS and partner staff, perform project management including: contracting, procurement, invoicing, accounting, and creating and submitting reports. Coordination and reporting for all partner activities, contributions, and deliverables related to the RCPP project.	07	2029	1216525.0	Dollars	1.0	\$1,216,525.00
2	AZ	Enhancement TA	RTEP001 - TA-E, Negotiated Project Mgt	Participating Partner, Travel Payment	Travel expenses related to the development and management of the project.	07	2029	125004.0	Dollars	1.0	\$125,004.00
3	AZ	Enhancement TA	RTEP002 - TA-E, Negotiated Communications	Participating Partner, Contractual	Contracted printed communication materials, visual and audio productions for events, and printed project information/requirements and applications.	07	2029	50000.0	Dollars	1.0	\$50,000.00
4	AZ	Enhancement TA	RTEP002 - TA-E, Negotiated Communications	Participating Partner, Personnel Payment	PFQF communications staff support for RCPP project including time in the creation of promotional material content, outreach content, and internal communications about project progress and outcomes.	07	2029	82221.0	Dollars	1.0	\$82,221.00
5	AZ	Partner Implementation TA	RTIP001 - TA-I, Negotiated Pre-Application	Participating Partner, Personnel Payment	Partners will provide pre-application activities, including coordination on producer and land eligibility, applications, application ranking and preapprovals.	07	2029	221063.0	Dollars	1.0	\$221,063.00
6	AZ	Partner Implementation TA	RTIP002 - TA-I, Negotiated Planning	Participating Partner, Personnel Payment	AACD's AAA certified archeologist will conduct in field surveys and prepare documents need for SHPO clearances to be submitted to the NRCS State Archeologist for review and approval.	07	2029	350000.0	Acres	1.0	\$350,000.00
7	AZ	Partner Implementation TA	RTIP002 - TA-I, Negotiated Planning	Participating Partner, Personnel Payment	AACD's TSPs will completed conservation planning actives including: meeting with landowners, data gathering, mapping and analyzing alternatives. AACD staff will develop	07	2029	2523817.0	Dollars	1.0	\$2,523,817.00

					draft environmental evaluations for NRCS review and approval.						
8	AZ	Partner Implementation TA	RTIP003 - TA-I, Negotiated Design	Participating Partner, Personnel Payment	AACD's TSP will provide layout and design for all project including data collection, evaluation, analysis, and alternatives that ultimately lead to developing detailed plans and specifications for implementing a conservation practice.	07	2029	417562.0	Dollars	1.0	\$417,562.00
9	AZ	Partner Implementation TA	RTIP004 - TA-I, Negotiated Installation	Participating Partner, Personnel Payment	AACD staff will manage the installation of the contracted practices. This includes but is not limited to staff time monitoring installation in the field to ensure installation is meeting practice standards and specifications.	07	2029	221064.0	Dollars	1.0	\$221,064.00
10	AZ	Partner Implementation TA	RTIP005 - TA-I, Negotiated Checkout	Participating Partner, Personnel Payment	AACD's TSP staff will performed the checkout of all installed practices. Final inspection and verification that the installed conservation practice meets NRCS standards and specifications. This may include in field verification checks, written documentation, photos etc, that show the installation was performed to meet NRCS standards and specifications. Final inspections will be reviewed by TSP's with JAA for selected practice.	07	2029	442125.0	Dollars	1.0	\$442,125.00
11	AZ	Enhancement TA	RTEP003 - TA-E, Negotiated Outreach	Participating Partner, Contractual	AACD will be responsible for educational workshops making sure participants are aware of the program and understand its requirements. Eligible expenses may include but not limited to multi-media platforms, field events, workshops, meetings & convenings focused on monitoring, speakers, space rental and field tours. Activity will continue throughout the duration of the project.	07	2029	245627.0	Dollars	1.0	\$245,627.00

Line#	WBS	Award State	Funding Type	BOC	Total Entered Funding
	NR.SI.RCP8.04.3483.25XXT		Partner Implementation TA	2595	\$4175631.0
			Enhancement TA	2559	\$1719377.0
			WBS Total		\$5895008.0
			Total SA Funding		\$5895008.0

RCPP Supplemental Agreement, Type I, Attachment 2 Payment Eligibility

I. UNALLOWABLE COSTS

The following costs are not allowed:

- (1) Costs above the amount authorized for the project.
- (2) Costs incurred prior to commencement of, or after the end of the supplemental agreement period of performance.
- (3) Costs not identified in the approved budget or approved budget revisions.
- (4) Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award.
- (5) Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
- (6) Compensation for injuries to persons or damage to property arising from project activities.
- (7) Partner administrative costs (statutorily prohibited).

This list is not exhaustive. For general information about the allowability of particular items / costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award. Because this Supplemental Agreement is based on programmatic authorities, vs. general governmental authorities, not all provision of 2 CFR 200 apply.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. NRCS retains approval authority of all project deliverables for the purpose of approving RCPP related payments listed in the supplemental agreement(s) and project deliverables.

II. PAYMENTS

NRCS shall approve RCPP Supplemental Agreement payments where the following conditions are satisfied:

Partner is compliant with all reporting and administrative requirements of this supplemental agreement;

Partner provides satisfactory / verifiable documentation of completion of each fully or partial technical or financial assistance deliverable and evidence supporting requested payment consistent with approved valuation method for that deliverable as documented in SA Attachment 1;

NRCS determines that work fully satisfies program eligibility and technical adequacy criteria for the project and practice, and the delivery is consistent with contract requirements.

Payment(s) shall be limited to the lesser of:

- documented expenses determined via approved payment method(s) or
- unexpended funds remaining in the obligation for completion of the deliverable.

Note: Negotiated payment methods may include but are not limited to verifiable records of actual expenses such as canceled checks, paid bills, payroll records, timesheets, and subaward documents.

Generally, labor costs charges to this award must be based upon salaries actually earned and the time actually worked on this award (calculated to exclude administrative overhead). Exception to such "actual cost" methods are allowed ONLY when approved negotiated payment methods clearly document typical expenses associated with a task, and accounting records support delivery of specific quantities of a task for which such an approved negotiated payment method is in place.

III PAYMENT PROCESS:

Partner responsible for requesting payments via RCPP Portal or replacement system. Partner assumes sole responsibility for ensuring only eligible individuals hold authority to make payment requests.

Partner is solely responsible for verifying partner "vendor record" information, including banking information, prior to each payment request.

Partner responsible for providing supporting documentation which directly supports NRCS review with respect to approved SA payment methods or NRCS shall reject payment requests. Returned request will not be eligible for payment until such time as partner satisfies this requirement.

NRCS will make payment to the recipient on a reimbursable or advance basis no more than once per quarter, unless more frequent payments are requested by partner and approved by NRCS.

Partners may request advance payments of up to 100 percent of any (or all) deliverables scheduled for delivery within the forthcoming two month period, based on demonstrated past ability to comply with agency payment processes, ability to provide similar deliverables in a timely fashion, or other criteria as determined necessary and appropriate by NRCS. If work for which advanced payment is made is not completed within the 60-day period beginning on the date of receipt of the funds, the funds shall be returned within a reasonable timeframe as determined by NRCS. Failure to return funds within a reasonable timeframe will result in the partner being in violation of the terms of the supplemental agreement, and the supplemental agreement may be terminated.

This agreement is a supplemental programmatic agreement related to and RCPP project agreement, not a procurement contract. As such, it is not subject to 5 CFR Part 1315, Prompt Payment Act, and is governed by the terms set forth herein.

RCPP Supplemental Agreement, Type I, Attachment 3 Confidentiality

Overview: Confidentiality Agreement Requirements

Information collected to implement RCPP projects may be subject to privacy and confidentiality limitations as described in Supplemental Agreement and in this Attachment.

In order to meet program objectives, RCPP projects include information sharing between the partner and NRCS, including confidential or private producer information as outlined in section D1 below (and defined in section D2). For a partner to access confidential producer information, NRCS must determine that the information will not be subsequently disclosed. For that reason, RCPP partnership agreements **must include either:**

- 1) **completed Section D1 and an executed confidentiality Agreement (see section D2) or**
- 2) **a completed confidentiality waiver (see section D3).**

If (and only if) a prospective partner **cannot** agree to protect confidential information from disclosure as provided in in the template in Section D2, national approval for a variance (based on minor changes to D2 templated language and national review process) or a waiver may be requested (based on criteria in section D3). Use of privacy agreement template in D2 (with no changes, vs. requesting a variance or waiver) is recommended.

Background/Addendum to PPA Part IV B:

1. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
2. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
3. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.
4. Lead Partner may not require employees, contractors, or subrecipients (including but not limited to other partners) seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
5. Lead Partner must notify employees, contractors, or subrecipients (including but not limited to other partners) that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (4) are no longer in effect.
6. The prohibition in paragraph (4) of this provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

Privacy and Confidentiality, Attachment D Sections

- D1 Information Sharing in this Project
- D2 Section 1619 Agreement
- D3 NRCS Determination to Proceed in Absence of 1619 Agreement

Note: As you selected either the standard or variance agreement for the confidentiality agreement type in the portal, only sections D1 and D2 are included below. If either the partner or State POC make any changes to the language in D1 or D2 (other than unselecting specific items to share) you must obtain approval from NHQ prior to obtaining signatures on this agreement.

D1. Information Sharing in this Project:

Typical information sharing needs associated with RCPP projects are outlined below including but not limited to project deliverables, outcomes and reporting responsibilities documented in the programmatic agreement and associated attachments.

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 requirement 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.

Additionally, where supported by executed Confidentiality 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 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 1619 Agreement(s) from the Partner(s) and/or voluntarily executed written producer release(s) from affected producer(s), NRCS may (at Agency discretion) provide protected information, including those items listed below, to a partner. Information shared 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 holder
- ✓ 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 Supplemental Agreement to which this 1619 Section Agreement (Part D2) is attached is an agreement to provide *technical and/or 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 Supplemental 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 Supplemental 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 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 this RCPP project.

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.

D. 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

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 Supplemental 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 confidentiality 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 (or the PPA to which it is attached) is terminated, potential impacts to RCPP project will be evaluated and NRCS will work collaborative with Lead Partner to maintain viability of this the 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.

Signature of the cooperating entity and the Date Signed

(b)(6)

2, 2025 16:04:16 CDT)

09/12/25

Marilyn Vetter, President & CEO

Date

Signature of the *Natural Resources Conservation Service* Approving Official and the Date Signed

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.

ERIKA
BOYLAND

Digitally signed by ERIKA
BOYLAND
Date: 2025.09.16
15:22:32 -07'00'

Assistant State
Conservationist -
Programs

9/16/2025

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 is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.

RCPP Supplemental Agreement, Type I, Attachment 4 General Terms and Conditions

I. APPLICABLE REGULATIONS

- A. The regulations in 7 CFR Part 1464 and are incorporated by reference. In the event of a conflict between these regulations and the terms of this attachment, the provisions of the regulations will prevail.
- B. Allowable project costs will be determined in accordance with the authorizing statute and regulation the purpose(s) of the RCPP project which this supplemental agreement supports, the purposes of this supplemental agreement award
- C. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable.
- (1) 2 CFR Part 25, "Universal Identifier and System of Award Management"
 - (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
 - (3) 2 CFR Part 175, "Award Term for Trafficking in Persons"
 - (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)"
 - (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" ("
 - (6) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
 - (7) 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
 - (8) 2 CFR Part 418, "New Restrictions on Lobbying"
 - (9) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"
 - (10) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"
 - (11) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.
 - (12) If work performed under this agreement relates to the alteration, or repair (including painting and decorating) of public buildings or public works (e.g. financial assistance related to the RCPP Watershed funding tied to such purposes), Partner responsible for full compliance with the Davis-Bacon and Related Acts.

II. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

III. FINANCIAL AND PERFORMANCE REPORTING

Recipients must submit progress reports as required by NRCS to support NRCS ability to monitor award. Failure to submit reports as required may result in suspension or termination of award.

The recipient must submit final report(s) no later than 90 days after the period of performance end date. NRCS will withhold payments under this award if the recipient is delinquent in submitting required reports.

IV. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements consistent with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

V. SPECIAL PROVISIONS

The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

Employees of the NRCS will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making.

Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the

NRCS-CPA-1273-SA1-A4

RCPD Supplemental Agreement Number: 3483-A-2527

United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences.

The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with NRCS clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to the NRCS contact(s) identified in the RCPD portal.

USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under Regional Conservation Partnership Program Supplemental Agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services.

All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or

NRCS-CPA-1273-SA1-A4

RCPP Supplemental Agreement Number: 3483-A-2527

on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

“USDA is an equal opportunity provider and employer.”

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

VI. CONTRIBUTIONS/COST-SHARING/MATCHREQUIREMENTS

a. RCPP projects all have “contribution” requirements; some supplemental agreements also have “match” or “cost sharing” requirements. If this Supplemental Agreement has specific match requirements (see SA), the match from other projects may not be counted toward meeting the specific match requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable (non-RCPP/donor) program authorizing statute.

b. Cost share must be documented on each budget and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—

1. Immediately notify the NRCS administrative contact of the situation.
2. Specify the steps it plans to take to secure replacement cost sharing.
3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient’s plans are not acceptable to the NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify NRCS in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost- share contributions.

VII. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed

NRCS-CPA-1273-SA1-A4

RCPD Supplemental Agreement Number: 3483-A-2527

under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported.

VII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by the NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to the NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

VIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

IX. MISREPRESENTATION AND SCHEME OR DEVICE

A participant who is determined to have erroneously represented any fact affecting a determination with respect to this contract and the regulations applicable to this contract, adopted any scheme or device which tends to defeat the purposes of this contract, or made any fraudulent representation with respect to this contract, will not be entitled to payments or any other benefits made under this contract. The participant must refund to NRCS all payments received plus interest. In addition, NRCS may terminate the participant's interest in all agreements. The provisions of this paragraph of the attachment shall be applicable in addition to any other criminal and civil fraud statutes.

X. APPEAL RIGHTS

Lead partners and nonlead partners under partnership or supplemental agreements.

(1) A lead partner or nonlead partner may obtain a review of any administrative determination concerning eligibility as a partner under the program or eligibility for financial assistance payments under an agreement that obligated financial assistance funds utilizing the administrative appeal regulations provided in 7 CFR parts 11 and 614.

(2) NRCS provision of technical assistance funds under a partnership agreement or supplemental agreement are not subject to administrative review as the provision of such funds are to assist NRCS with its implementation of the program consistent with 16 U.S.C. 3842 and are not program payments or benefits to a lead partner or nonlead partner.

NRCS-CPA-1273-SA1-A4

RCPP Supplemental Agreement Number: 3483-A-2527

XI. 2 CFR 200 EXCEPTION

Consistent with authorities included in the Supplemental Agreement or herein, as well as provisions of 2 CFR 200.102, Exceptions, this supplemental agreement is subject to audit provisions of 2 CFR 200 and those provisions of 2 CFR 200 referenced herein. Where supplemental agreement language conflicts with 2 CFR 200, the terms of this agreement and the RCPP program authorities shall prevail.

RCPP Supplemental Agreement, Type I, Attachment 5 Practices and Specifications

I. RCPP TECHNICAL ASSISTANCE (TA) ACTIVITIES

TA tasks are informed by the Announcement of Program Funding (APF) which defines contracting terms and eligibility and guides agency SA awards.

RCPP TA Implementation (TA-I) and TA Enhancement (TA-E) deliverables are contracted and reported by TA practice/activity type, including the following:

Enhancement Activity Types:

RTIx-001	TA Enhancement Payment for Project Management
RTIx-002	TA Enhancement Payment for Communications and Coordination
RTIx-003	TA Enhancement Payment for Outreach and Education
RTIx-004	TA Enhancement Payment for Outcome Assessment
RTIx-005	TA Enhancement Payment for Conservation Innovation
RTIx-006	TA Enhancement Payment for Other Eligible Purposes

Implementation Activity Types:

RTEEx-001	TA Implementation Payment Pre-Application Activity
RTEEx-002	TA Implementation Payment Planning on FA Applications or Contracts
RTEEx-003	TA Implementation Payment Design on FA Applications or Contracts
RTEEx-004	TA Implementation Payment Installation (TA) on FA Applications or Contracts
RTEEx-005	TA Implementation Payment Checkout on FA Applications or Contracts
RTEEx-006	TA Implementation Payment Atypical Post-Application (TA) Services
RTEEx-007	TA Implementation Payment Eligible 3rd Party (TA) Contract Management

II. RCPP TA PAYMENT Scenarios/Components

The "x" shown in RCPP activity numbering convention above denotes the basis for each activity's payment scenarios: "P" activities are tied to negotiated supplemental agreement items; "N" activities to established NRCS scenario TA scenarios.

NRCS will implement controls on available scenarios via agency software in both negotiated and scenario based contracting.

NRCS retains authority for ensuring that negotiated TA E and TA I tasks are categorized into the most applicable TA practice, scenario, and (as applicable) Budget Object Code category. Incorrectly categorized expenses, or components under them, may delay evolution of technical adequacy (a prerequisite for payment eligibility), and thus payment processing or eligibility.

III. FINANCIAL ASSISTANCE PAYMENTS FOR EASEMENT RELATED DUE DILIGENCE TASKS

RCPP FA due diligence tasks are contracted and reported based on agency "LTA" practices as negotiated in the RCPP portal. Available LTA practices are generally limited to those required of NRCS to fulfil its responsibilities under related covered programs, such that the type of

easement being acquired (US Held vs. Entity Held) shall limit LTA services eligible for potential inclusion in an FA for due diligence award as determined by NRCS. General availability is as follows:

US Held Easements

LTAPTS	Acquisition Process – Title Search
LTAPERS	Acquisition Process – Environmental Database Records Search
LTAPERSU	Acquisition Process – Environmental Database Records Search Update
LTAPFP1	Acquisition Process – Full Phase I
LTAPA	Acquisition Process – Appraisal
LTAPAU	Acquisition Process – Appraisal Update
LTAPTR1	Acquisition Process – Appraisal Technical Review First Review
LTAPTR2	Acquisition Process – Appraisal Technical Review Second Review
LTAPBS	Acquisition Process – Boundary Survey
LTAPCS	Acquisition Process – Closing Services

Entity Held Easements

LTAPERS	Acquisition Process – Environmental Database Records Search
LTAPERSU	Acquisition Process – Environmental Database Records Search Update
LTAPTR1	Acquisition Process – Appraisal Technical Review First Review
LTAPTR2	Acquisition Process – Appraisal Technical Review Second Review

Negotiated payment scenarios for each LTA practice shall be determined by NRCS.

Technical requirements for these activities shall be determined by NHQ at the national office level and are specified in supplement(s) to this Attachment.

NPPH, FOTG, NEH, NRCS Cultural Resources Handbook and practice standards will be utilized to support technical requirements associated with updated TA-I deliverables.

Partner is required to follow the National Cultural Resources Procedures Handbook for all outsourced cultural resources investigations. Refer to attachment “National Cultural Resources Procedures Handbook Subpart C”. Partner will perform cultural resource surveys and survey reports to be written. The written survey reports will be submitted to the Arizona NRCS State Archeologist for review/ approval and submission to SHPO. Approval by Arizona NRCS State Archeologist must be received prior to implementation of any project.

Pheasants Forever and their partners will provide technical assistance for practices needed to address resource concerns identified in the conservation plan. Lead partner will be reimbursed for products that meet all NRCS standards. All plans will meet NRCS conservation practice standards listed in the NRCS Arizona Field Office Technical Guide, <https://efotg.sc.egov.usda.gov/#/state/AZ/documents>.

AZ_Supplemental-3483-A-2527 Package - Signatures needed

Final Audit Report

2025-09-12

Created:	2025-09-12
By:	Shelby Yoder (syoder@pheasantsforever.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAApwaYU--3HqIsWjl4KJ9RmhLXcUvO8_Os

"AZ_Supplemental-3483-A-2527 Package - Signatures needed" History

-  Document created by Shelby Yoder (syoder@pheasantsforever.org)
2025-09-12 - 8:47:38 PM GMT
-  Document emailed to Marilyn Vetter (mvetter@pheasantsforever.org) for signature
2025-09-12 - 8:47:43 PM GMT
-  Email viewed by Marilyn Vetter (mvetter@pheasantsforever.org)
2025-09-12 - 9:01:21 PM GMT
-  Document e-signed by Marilyn Vetter (mvetter@pheasantsforever.org)
Signature Date: 2025-09-12 - 9:04:16 PM GMT - Time Source: server
-  Agreement completed.
2025-09-12 - 9:04:16 PM GMT

3483 - Critical Conservation Areas (CCAs) - Colorado River Basin - 2024 - Restoring Arizona's Colorado River Basin Conservation Area (RACRBCA)

Project Name: 3483 - Restoring Arizona's Colorado River Basin Conservation Area (RACRBCA)

Funding Pool: Critical Conservation Areas (CCAs)

CCA: Colorado River Basin

Lead Partner Organization: Pheasants Forever, Inc. and Quail Forever (XTV8BZKG6BL3)

Partner Name: Matt M Holland

Lead State: AZ

Partner States: AZ

Partner Address: 1783 Buerkle Circle, St Paul, MN 55110

Organizational POC: jkoerber@pheasantsforever.org | 651.773.2000

Project Start and End Years: 2024 - 2029

Project Type: AFA

AFA Type: Other Innovative Activities

Primary Resource Concern: Inadequate habitat for fish, wildlife, and invertebrates

Additional Resource Concern: Water quality degradation; Excess/insufficient water/drought; Soil quality degradation

Description of Goals and Objectives:

Working in tandem, Pheasants Forever, Inc. and Quail Forever (PFQF), Arizona Association of Conservation Districts (AACD), Arizona Game and Fish Department (AZGFD), and Arizona Department of Forestry and Fire Management (DFFM; collectively, the "Partners") determined that the organizations' individual goals aligned with one another and that a landscape-level project covering vast parts of the state would be the most effective means of addressing critical conservation area (CCA) resource concerns. Arizona is completely included in the Colorado River Basin (CRB) CCA. As identified in the CRB CCA, inadequate habitat for fish and wildlife, insufficient water/drought, soil quality degradation, and water quality degradation are all major resource concerns for producers and other land management stakeholders (state, federal, etc.), as well as recreationists in the proposed project area (see map). Through conservation practices, largely brush management and other climate-smart and supporting practices, the Partners' goal is to work closely with livestock producers to remove invasive woody vegetation, resulting in the maintenance or re-establishment of native herbaceous perennial communities. Restoring native plant communities and removing woody species will enhance habitat for wildlife, improve wildlife connectivity, reduce the risk of catastrophic wildfire, increase resilience to extreme weather events, protect soils, and improve water quality and hydrology. Removing invasive woody species may also restore carbon stocks, as herbaceous plants tend to achieve more rapid carbon fixation and recycling. Project partners have agreed upon a landscape-level project covering approximately 35,000 acres of range and forest lands across the state to address the identified CRB CCA priorities.

Description of Expected Environmental, Economic, and Social Outcomes:

Environmental: This project addresses the CRB CCA concerns through strategic brush management and supporting practices, including water developments and prescribed grazing practices. By removing invasive woody species like juniper, creosote, and mesquite, native herbaceous species can return, restoring grasslands and reducing wildfire risk. Obstacles to wildlife movement will be reduced through brush management and wildlife-friendly fencing, improving habitat for wildlife and livestock. Arizona's arid environment lacks perennial water sources, limiting habitat and increasing stress on species. Installing reliable water sources results in improved movement and habitat for wildlife and improved rotational grazing abilities, supporting sustainable agricultural practices and producers managing rangelands. **Economic:** Declining pronghorn antelope and mule deer numbers since the early 1990s have reduced recreational activity, impacting rural economies where sportsmen wildlife tourism can be a major component. A steady decline in these wildlife populations is directly correlated to local economic declines. This project will positively impact local economies by employing a local workforce for tree removal, brush management, fencing, and water development. Beyond immediate economic benefits, the greatest impact will come from increased forage and water, leading to healthier livestock operations and improved economic outcomes for producers. **Social:** The project's social impacts will be widespread, strengthening relationships between Conservation Districts, producers, Wildlife Conservation Organizations (WCOs), NRCS, sportsmen, and project Partners. Volunteer opportunities for sportsmen and WCOs will be available through AZGFD Adopt-a-Ranch program (<https://www.azgfd.com/Wildlife/LandOwners/>), fostering collaboration and relationship-building. Additionally, the project will benefit rangeland and sustainable agriculture.

3483 - Critical Conservation Areas (CCAs) - Colorado River Basin - 2024 - Restoring Arizona's Colorado River Basin Conservation Area (RACRBCA)

Partner Information

Partner/Entity Name	Partner/Entity Type	Contribution Amount
Pheasants Forever, Inc. and Quail Forever	NP-Not-for-profit organization or entity	\$ 209,040.00
Arizona Game and Fish Department	SG-State Government	\$ 2,100,000.00
Arizona Association of Conservation District	CD-Conservation District	\$ 1,203,500.00
Arizona Department of Forestry and Fire Management	SG-State Government	\$ 49,395,396.00
		52907936.00

Partner Contributions

Partner/Entity Name	Fund Year	In-Kind vs Cash	Contribution Category	Proposed Typical Action	Amount
Pheasants Forever, Inc. and Quail Forever	2027	IN-Kind	Technical Assistance	Donation of 15% indirect in support of the RCPP delivery.	\$209,040.00
Arizona Game and Fish Department	2025	IN-Kind	Technical Assistance	6 full time positions will be responsible for promoting, identifying, planning, and implementing the proposed RCPP	\$2,100,000.00
Arizona Association of Conservation District	2026	IN-Kind	Technical Assistance	Technical Project Management, outreach, content creation, technical program oversight, technical financial oversight, outreach, planning, meetings.	\$1,203,500.00
Arizona Department of Forestry and Fire Management	2027	IN-Kind	FA: Land Management	Project planning and implementation	\$49,395,396.00

Partner Contributions Summary

Contribution Category	Total Amount
Technical Assistance	\$3,512,540.00
FA: Land Management	\$49,395,396.00
Total IN-Kind Contribution	\$52,907,936.00

Funding Request Summary

Partner Contribution Ratio	2.15
Total Project Cost	\$24,562,536.00
Total Financial Assistance Requested	\$18,750,000.00
Total Technical Assistance Requested	\$5,812,536.00
Total Partner Enhancement TA Requested	\$1,175,603.00
Total NRCS Implementation TA	\$0.00
Total Partner Implementation TA Requested	\$4,636,933.00

3483 - Critical Conservation Areas (CCAs) - Colorado River Basin - 2024 - Restoring Arizona's Colorado River Basin Conservation Area (RACRBCA)

Financial Information

RCPP Financial Assistance Funding Request

Type of Assistance	Request Type		Total Funding Requested	
ACTIVITY Type	Fund Year	State	Amount	Description
AFA FA Funds for Partner Led Land Management	2025	AZ	\$ 3,750,000.00	Brush Management - 314
AFA FA Funds for Partner Led Land Management	2026	AZ	\$ 3,750,000.00	Brush Management - 314
AFA FA Funds for Partner Led Land Management	2028	AZ	\$ 3,750,000.00	Brush Management - 314
AFA FA Funds for Partner Led Land Management	2029	AZ	\$ 3,750,000.00	Brush Management - 314
AFA FA Funds for Partner Led Land Management	2027	AZ	\$ 3,750,000.00	Brush Management - 314
Total Financial Assistance Requested:			\$ 18,750,000.00	

RCPP Technical Assistance Funding Request

Type of Assistance	Request Type		Total Funding Requested
Technical Assistance Type	State	Amount	Description
Enhancement TA	AZ	\$ 1,175,603.00	1.75 FTE positions for five years to QF to provide coordination, outreach, communications, contract procurement, landowner contract administration, financial administration, etc.
Partner Implementation TA	AZ	\$ 168,000.00	0.25 FTE for five years to provide technical assistance to landowners for delivery of conservation practices outlined in the RCPP proposal.
Partner Implementation TA	AZ	\$ 4,468,933.00	Subaward to the AACD to provide compliance and job approval authority for the contracts and practices outlined in the proposed RCPP.
		Total Partner TA Requested	
		\$5,812,536.00	

Are you requesting an FA/TA variance from the standard FA 70% / TA 30%? No

Narratives

01 Describe the compelling need for the project and an overview of how the project will generate targeted conservation benefits. For proposals within a CCA please note how the project will address one or more of the CCA priority resource concerns.

The CRB CCA encompasses Arizona entirely. As identified in the CRB CCA, inadequate habitat for fish and wildlife, insufficient water/drought, soil quality, and water quality degradation are all major resource concerns for producers, other land management stakeholders, and recreationists. Through land management and improvement practices, largely brush management, combined with supporting practices—water developments, fencing, and grazing management—this project will achieve measurable improvements to Arizona's natural resources.

Across Arizona, climate variability and human activity have led to a decline in desired grassland and woodland habitats. Woody vegetation encroachment into former grasslands and an increased density of woody plants on sites that naturally support woody vegetation are problematic. These vegetation changes involve a number of shrub types, like juniper and mesquite, and occur in almost all portions of the state. The results are reduced soil moisture, increased risk of soil erosion, increased runoff and flooding, increased wildfire risks, reduced water quality, impaired wildlife habitat, reduced forage for livestock, and eventual decline in site productivity.

Much of Arizona is arid with little perennial water available. Lack of water distribution is a limiting factor for wildlife including, but not limited to, pronghorn antelope, mule deer, quail species, and livestock. Lack of water access leads to underutilization of upland habitat, while habitat near water sources tends to degrade from over-use and soil

3483 - Critical Conservation Areas (CCAs) - Colorado River Basin - 2024 - Restoring Arizona's Colorado River Basin Conservation Area (RACRBCA)

compaction. Insufficient water distribution also forces livestock and wildlife to utilize naturally occurring sensitive water sources. If a pasture is continuously used without rest, forage and habitat deterioration result.

Aiding in effective grazing management and wildlife connectivity are wildlife-friendly fencing and virtual fence emerging technologies. Habitat-friendly fencing options allow producers greater flexibility and precision in how and for what duration their livestock use pastures without disturbing wildlife corridors. Fencing options further allow producers to adapt to unpredictable environmental conditions and better utilize their range while preventing overuse of sensitive areas and maintaining important ecological values.

Through effective livestock rotation, grazing distribution can enhance the forage, cover needs, and annual reproduction of Arizona's quail species: Gambel's, Scaled, Mearns', and Masked Bobwhite. Gambel's and Scaled quail rely on vitamin A, primarily produced by native forbs for reproduction. Forb production is increased through disturbance. Mearns' quail's primary feed is also a native forb (*Oxalis* spp), which responds well to soil disturbance. All of Arizona's quail species require high grass diversity and cover for nesting and roosting. Three out of the four species, which have the largest habitat range, need 30-60% grass canopy cover. Brush and grazing management will increase forb and grass species richness, reduce woody vegetation takeover, and improve quail habitat.

Brush management paired with water developments and wildlife-friendly fencing practices will allow the Partners to improve resources, especially those identified as a concern within the CRB CCA. As a climate-smart practice, brush management is used to maintain or re-establish native perennial plant communities, restore carbon stocks, and increase resilience to disturbances. The practice can also provide co-benefits: supporting wildlife habitat, reducing wildfire risk, enhancing resilience to weather events, protecting soils, and improving water quality and hydrology. Water developments, including the construction of small rock dam structures, prescribed grazing, and fencing will increase water availability for livestock and wildlife while allowing for more uniform dispersal, increasing habitat quality while decreasing dependence on riparian areas.

02 Describe the RCPP activity type (e.g., producer land management or rental contracts, entity-held easements) proposed for the project and how each identified activity will achieve conservation benefits.

Land Management/Land Improvement/Restoration Practices: Activities selected for this proposal were chosen specifically to address priority resource concerns within the CRB CCA, as well as the unpredictable challenges from climate change, impacting producers and land managers alike. Landscape-level factors influence the functionality and potential of productive land, wildlife habitat, migration corridors, and the sustainability of big game populations and other native wildlife. Such factors include the need for wildlife-friendly fencing, improved grasslands/rangelands, woodland and woody species encroachment management, and distribution of reliable water resources. This project will enhance land productivity and habitat at scale by implementing landscape magnitude rangeland restoration, selective tree removal in overstocked woodland, water distribution, enhanced fencing, and species connectivity. The purpose of this project is to increase the amount of quality habitat for wildlife and livestock, thus increasing forage, cover, and movement throughout Arizona. Partners will utilize project ranking criteria developed in coordination with local NRCS to ensure brush management within critical habitats remains the focus of this proposed project.

Brush Management (314, 384, 643): The climate-smart practice of brush management (314) is the primary focus of this project. This practice is used to maintain or re-establish native perennial plant communities to restore carbon stocks while also increasing resilience to disturbances, such as wildfire, that would result in even greater carbon losses. The practice can also support critical habitat for wildlife, improve wildlife corridors/connectivity, enhance resilience to severe weather events, protect soils, and improve water quality and hydrology. Additional practices to support the primary practice of brush management include Woody Residue Treatment (384) (brush piles/piles for burning) and Restoration of Rare or Declining Habitat (643) (one-rock dams, riparian monitoring, declining habitat monitoring).

Water Development (533, 516, 614, 636, 642, 645): Strategic placement of water developments will allow for better dispersal of wildlife and livestock throughout the project area while limiting their use in sensitive riparian areas. This will reduce grazing/use intensity and soil compaction, allowing for healthier uplands and improved water quality in riparian areas. Water developments include Pumping Plant (533) (solar conversions; supports 528), Livestock Pipeline (516) (supports 528), Watering Facility (614) (storage and troughs; supports 528), Water Harvesting Catchment (636) (supports 528), and Water Well (642) (supports 528). Fencing (382) (supports 528): Installing wildlife-friendly fencing will allow for better habitat connectivity and increased genetic diversity. Fencing supports livestock rotation and may also be used to limit livestock from riparian areas to prevent habitat and water quality degradation. Wildlife-friendly fencing practices support 528 and allow for easier wildlife movement. Prescribed Grazing (528) (monitoring, deferral, quail cover requirements): Prescribed grazing can vastly improve habitat and feed conditions and is also a climate-smart practice. By resting pastures, overused areas are allowed to become productive with desirable forage species.

03 Describe the rationale for the proposed project area boundary (map). Provide an estimated number of eligible producers in the project area, and document the percentage of those producers expected to receive direct benefits from project.

All of Arizona lies within the CRB CCA and the primary resource concerns identified within the CCA affect most of the state including state, federal, and private lands. There is a statewide effort to implement brush control for multiple reasons, with various agencies and organizations attempting to fund and carry out brush management activities. Partners in this proposal share the goal of brush control to the benefit of producers, livestock, wildlife habitat (quail, deer, etc.), and water conservation.

3483 - Critical Conservation Areas (CCAs) - Colorado River Basin - 2024 - Restoring Arizona's Colorado River Basin Conservation Area (RACRBCA)

All Partners are aware of or have producers ready to participate in this effort (application and implementation) and have a proven track record of successful projects in the proposed project areas. Through individual projects, work has been getting done in sporadic areas; however, the proposed project will connect these and morph into a landscape-scale design that is critical for effective outcomes across the state.

04 Describe proposed approach for evaluating the success of the project, including specific environmental outcomes that will be modelled, surveyed, or measured for project reporting. If applicable, also include social and economic outcomes that will be modelled, surveyed, or measured.

The success of the project will be evaluated based on environmental and social outcomes. PFQF, along with project Partners, will measure the overall success of the RCPP project through various means, including the number of landowner contacts, acres enrolled, outreach events conducted, event participants, and financial assistance provided to cooperating producers. PFQF will track and report the listed metrics using the organization's activity reporting system.

Additionally, PFQF will estimate, quantify, and report greenhouse gas reductions and carbon sequestration resulting from climate-smart practices using COMET-Planner on enrolled practice acres. The COMET-Farm tool may be used to provide more accurate and in-depth analysis in circumstances where producers are willing and able to provide partners with more detailed information. Other methods of evaluating project success may include the use of vegetation assessments, Wildlife Habitat Evaluation Guides (WHEGs), data from the North American Breeding Bird Survey, Autonomous/Acoustic Recording Units (ARU), and data provided by participating landowners, as available. All practices will be implemented consistent with project goals and procedures. Where appropriate and accessible, practices will be inspected and monitored for successful implementation through site visits, photo points, and other approved methods.

AZGFD conducts annual aerial and ground surveys of wildlife such as elk, deer, and pronghorn antelope. These surveys determine population trends, fawning success, and general habitat use. Additionally, AZGFD tracks hunter success rates, which are generally correlated with wildlife abundance for various game species. Results, including carbon sequestration, will be evaluated and quantified as projects are completed using both direct inspections to verify completion and through collaboration with PFQF using the USDA's COMET-Planner tool to generate estimated carbon sequestration and greenhouse gas emission reductions from adopting all climate-smart practices supported by this work.

AACD will collect photo points when certifying projects and include the data collected from this project in the ConserveAZ Portal: a unique mapping tool that houses data from multiple sources across the state to support conservation planning based on practices on the ground to help producers and NRCS match work being done locally. The Portal was created by the AACD in partnership with the Arizona NRCS to serve the needs of local stakeholders (producers, Districts, state and federal land management agencies). These data will inform conservation planning at the local level through Local Work Groups, where all local stakeholders come together to identify resource needs and supply NRCS with a resource concerns list. AACD will include all implemented (ongoing) and completed projects described in the project to inform local resource needs and future conservation planning.

All projects will be inspected for physical completion, and prescriptions/specifications will be verified before payment is issued.

05 Describe how this proposal will benefit and/or address one (or more) of the priority areas/considerations listed in the NFO.

This proposal addresses NRCS's priority topic, "Climate-Smart Agriculture and Forestry (CSAF) through the Inflation Reduction Act," by applying agency-identified climate-smart practices. Furthermore, these practices will support the resource concerns identified in the CRB CCA.

The main CSAF practice this project will focus on is Brush Management (314). Brush management has been identified as a climate-smart practice for maintaining or re-establishing native perennial plant communities to restore carbon stocks while increasing resilience to disturbances such as wildfires that would result in even greater carbon losses.

Conservation practices that facilitate the management or the function of 314, many of which are also identified as CSAF practices on their own (denoted with *) or are identified as supporting practices that are not otherwise CSAF on their own but support CASF practices, include Woody Residue Treatment (384)*, Restoration of Rare or Declining Natural Communities (643)*, Pumping Plant (533)*, Prescribed Grazing (528)*, Livestock Pipeline (516), Watering Facility (614), Water Harvesting Catchment (636), Water Well (642), Upland Wildlife Habitat Management (645), and (wildlife-friendly) Fencing (382).

Practices 382 and 614 were called out specifically in the FY24 CSAF list as practices that may facilitate the management or the function of a CSAF activity, though may not achieve the desired effects on their own. Thus, introducing wildlife-friendly fencing and virtual fencing may help facilitate prescribed grazing, improve rest of an area that has brush management treatments applied, and help to meet the CCA resource concern of "Terrestrial Habitat for Wildlife and Invertebrates." Practices 533, 636, 642, and 516 can help facilitate prescribed grazing and also help to meet the CCA resource concern "Terrestrial Habitat for Wildlife and Invertebrates." While Upland Wildlife Habitat Management (645) is no longer on the CSAF list (it was on FY23's list), project Partners believe this practice will address CCA resource concerns, and therefore have included it in the list of practices proposed in this project.

3483 - Critical Conservation Areas (CCAs) - Colorado River Basin - 2024 - Restoring Arizona's Colorado River Basin Conservation Area (RACRBCA)

06 Describe the rationale for the partners included in this proposal. Highlight partners' ability to provide resources and/or expertise to support project objectives. Highlight any partner(s) with established producer relationships and provide examples of how they've contributed to similar successful projects. Describe lead partner's experience managing and tracking the delivery of third-party contributions (if included in the proposal).

Partners have the local workforce and expertise to meet project goals and have experience collaborating with producers. Combined experience will ensure this project positively impacts wildlife, producers, and Arizona's natural resources. Below are descriptions of Partner experience:

PFQF employs five staff in Arizona, including three Coordinating Wildlife Biologists partnered with the AZGFD (Tucson and Yuma Regional offices) and the Bureau of Land Management (BLM) Arizona Strip District field office. The other two positions are a BLM Fire and Fuels Partnership Coordinator and a Southwest State Coordinator. These positions function as landowner relations specialists, coordinating landscape-scale habitat restoration projects throughout Arizona.

Nationally, PFQF meets its mission of wildlife habitat conservation primarily through partnerships. The organization has experience being a partner and providing leadership to large collaboratives. PFQF understands subawards and has tracking in place both at the national level and with the stateside partnerships that will help partners be successful in delivering the benefits outlined in this RCPP. PFQF is selective of the partner match and vets organizations' longevity and ability to deliver. Semi-annual and annual reports provided through this grant will serve as checkpoints to assess and evaluate match contribution levels to ensure timely delivery.

Examples of federal grants that PFQF has authored and managed include efforts with NRCS' Working Lands for Wildlife where the organization is interfacing with state wildlife agencies, USDA NRCS, NGOs, universities, USFS, US Fish & Wildlife Service, and others to deliver Northern bobwhite restoration efforts in conjunction with private landowners. Other examples include the Sage Grouse Initiative, the North American Wetlands Conservation Act, and National Fish and Wildlife Foundation partnerships. Each program has a federal nexus, involves multiple partners, and is led by PFQF to manage and track partner match contributions and accomplishments.

AZGFD has been the lead partner on eight previous RCPPs implementing the same practices being proposed for this project. AZGFD will utilize nine existing statewide positions within the Landowner Relations and Habitat Enhancement Program to promote, identify, and implement projects. All staff have experience working with NRCS and producers implementing the practices being proposed. Additionally, AZGFD has the authority/expertise to manage wildlife within the State and will have the ability to prioritize projects with significant benefits to wildlife.

Arizona's 42 Conservation Districts, comprised of locally elected and appointed producer leaders, promote responsible management and conservation of natural resources on all lands and support producers across the entire state. The Districts collaborate with producers to identify natural resource concerns, develop conservation plans, and promote conservation best management practices on working lands. This support is provided through agency programs, like the RCPP, which the Districts and AACD assist producers in navigating. Part of Conservation Districts' statutory responsibilities is to lead Local Work Groups. LWGs are subcommittees of the State Technical Committee (STC). It is the Districts' job to develop a conservation needs assessment, convene the LWG, set the agenda, conduct the meeting, work with stakeholders to identify priority areas, and transmit the list of areas and funding requests to the NRCS state con/STC. Once resource priorities are identified, the districts support planning locally and provide technical and financial assistance to get the best management practices on the ground. AACD's Technical Support capabilities include USDA Technical Service Provider (TSP) Certified and Job Approval Authority (JAA) staff, program managers with USDA background/training, and AAA Certified archeologists to perform cultural resource surveys.

07 Describe how partner contributions add value to the proposed project to leverage and multiply the benefits of the potential committed RCPP funding e.g. cash payments to producers based on NRCS typical costs to reduce producer out of pocket expenses, NRCS certified planner to provide planning, design and checkout assistance, certified eligible entity under ACEP-ALE for ALE like proposals, scientific modeling capacity.

Each partner in this proposal contributes a special mix of experience, expertise, and perspective that will efficiently execute the proposed climate-smart practices to address the CRB CCA resource concerns.

PFQF has a long history of delivering private lands programs, including programs within the Federal Farm Bill and Pheasants Forever-specific programs. PFQF has five technical staff on the ground within the project area, all of which will be familiar with and be able to deliver the technical standards of this program and assist with project promotion, planning, and enrollment. PFQF also has dedicated accounting and contract management staff that ensure landowner payments occur in a timely manner and contracts meet record-keeping and legal requirements. In addition to the match PFQF has outlined in the contribution letter, PFQF is also contributing a significant effort to this project that is not described in the contribution letter. Within the project geography, PFQF has five additional staff positions located in Tucson, Yuma, Prescott, and on the Arizona Strip that can share this program opportunity with the farmers, ranchers, and private landowners they work with daily. Furthermore, the PFQF network of three grassroots volunteer chapters in the project area provides connection and opportunity to promote the program to local communities, specifically in agricultural areas in collaboration with the local Conservation Districts.

AZGFD will provide contributions in the form of funding related to existing staff that will be responsible for promoting the RCPP, identifying projects, and implementing projects. Additionally, AZGFD has grant funding available for implementing the same practices proposed under this RCPP and completing the cultural/heritage survey work required to

3483 - Critical Conservation Areas (CCAs) - Colorado River Basin - 2024 - Restoring Arizona's Colorado River Basin Conservation Area (RACRBCA)

perform these practices. Not only will AZGFD fund some of the survey work required to implement projects proposed under this RCPP, but AZGFD-funded restoration efforts can be focused in close proximity to efforts funded by this RCPP, multiplying and scaling its resource benefits, avoiding a scattershot approach to conservation practice implementation.

AACD and AZ-NRCS have considerable agreements in place in which AACD's technical staff assists NRCS field offices with planning, producer applications, etc. AACD has three Technical Support/Range Management Specialists (USDA TSP Certified, JAA), two Program Managers (USDA Training), and three AAA Certified Archeologists. Over the last decade, these individuals have worked with the AZ-NRCS on over \$20,000,000 in EQIP, CSP, and RCPP programs. Furthermore, AACD administers over \$39 million in project and program funding, including monies from NRCS, BLM, ADFFM, USFS, and others.

The following is a list of steps necessary to complete the conservation practices the Partners have proposed in this project. Each numbered item includes which Partner (in parentheses) will lead that step.

Applications submitted by producers reviewed (All Partners)

Eligibility (AACD)

FSA (Farm and Tract)

Overlapping Practices

Landowner concurrence

Planning (AACD)

Practices

Locations

Conservation Plan

Ranking (All Partners)

Selection (All Partners)

Environmental Evaluation (AACD)

Signing Contract Documents (PFQF)

Cultural Resource Surveys (AACD + AZGFD)

NRCS Standards Review for projects prior to implementation (AACD)

Installation by the participant per practice (Producer/Local Workforce/contracted services)

Certification of the practices (AACD)

Payment to participants (PFQF)

08 Provide a justification for why this project would be more effectively carried out through an AFA rather than through the traditional RCPP Classic approach, include details of how financial assistance will be delivered in this project, from ranking, planning, design and checkout. Include discussion of contracting method e.g. partner-producer contracts (practice based contracting or pay for performance), or implemented by a partner/contrator on behalf of eligible producers or landowners.

Arizona NRCS is experiencing staffing lows, however, RCPP Partners' are positioned to deliver this RCPP, having had experience managing federal programs, including the classic RCPP, Voluntary Access and Habitat Incentive Program, NRCS Technical Support agreements, and other large, nationally competitive grant projects. An AFA will allow the Partners to manage the deliverables, coordinate with NRCS, and reach a broad range of producers.

Projects will be ranked collaboratively using the criteria below before awarding funding to ensure project locations and practices achieve the desired outcomes in areas beneficial to NRCS, PFQF, AACD, AZGFD, and other coordinating partners.

PFQF will provide the following technical assistance:

Contracting Specialist: Dedicated to TA delivery for this RCPP AFA and responsible for executing Landowner Agreements with successful producers, and ensuring they receive payment. These Agreements will outline the producers' responsibilities for implementing the project, specifications, timeframes, and the payment rate for each practice. Project will utilize the NRCS EQIP payment/schedule rates to determine cooperator payments. A variance of up to + or - 10% based on circumstances at the time of agreement execution will be requested to adjust for price fluctuations or contractor availability.

Following selection, the Specialist will connect producers with AACD technical staff. The Specialist will also work with RCPP Partner staff to lead meetings, organize, plan, and direct the outcomes of this RCPP and ensure reporting takes place. This person may provide training for Partner employees (if needed) to ensure technical and programmatic competency, plan coordination meetings with RCPP Partners, maintain working relationships with Partners and TSPs, and establish and maintain a working relationship with other funding entities.

PFQF will provide a grant accounting specialist dedicated to this RCPP to process invoices and payments to producers upon project approval by the AACD.

3483 - Critical Conservation Areas (CCAs) - Colorado River Basin - 2024 - Restoring Arizona's Colorado River Basin Conservation Area (RACRBCA)

The Partners may opt to contract work directly on behalf of a producer who is not comfortable with or financially capable of implementing a project. Upon completion of the project, one or multiple Partners will certify the implemented practices to ensure project objectives/specifications are met before any payment to a producer/contractor is made.

AACD will provide technical experts to lead the following steps:

Eligibility (USDA Farm Service Agency (FSA), overlapping practices, landowner concurrence): Producers who have not participated in NRCS programs are required to secure a farm tract number from the USDA FSA. AACD staff will assist producers with the FSA application for a farm tract number. AACD will also ensure landowner concurrence for practices while providing oversight for overlapping practices.

Planning (practices, location, conservation plans): A conservation plan meeting NRCS policies and procedures must be developed to document the provision of technical assistance and to support all financial assistance program agreements. AACD has three Technical Support/Range Management Specialists (USDA TSP Certified, JAA) and two Program Managers (USDA Training) on staff. TSPs will assist producers in planning, designing, installing, and certifying conservation practices.

Environmental evaluations: AACD staff will conduct environmental evaluations as part of the planning process to inventory and estimate the potential effects of alternative solutions to resource problems on the human environment.

Cultural resource surveys: AACD has three AAA-certified archeologists on staff to address the requirements of Section 106 of the National Historic Preservation Act and associated regulations.

Specifications/engineering designs and practice certification: AACD engineering staff will address applying sound engineering tools and principles to plan, design, and implement conservation practices and systems.

09 Does the proposal include prioritizing project funding for particular locations or producers based on a scientific assessment or research-based plan? If so, please describe how the approach will be implemented within the RCPP AFA (partner ranking) model.

Ranking criteria will be designed in coordination with all the Partners and the local NRCS. While all eligible producers in the state could be considered for funding, ranking criteria will focus efforts, allowing this project to have a meaningful landscape-scale impact on Arizona's resources and avoid a scatter of small-scale efforts. Ranking/scoring criteria will be applied to individual projects before funding is given. This is further evidenced by the provided map with this proposal, which clearly provides a geo-reference for agreed-upon priority areas within the state.

One aspect of this map is the state's identified wildlife movement/corridor areas identified in the Secretarial Order 3362 Action Plan (<https://wafwa.org/so3362/>). These areas were identified based on years of movement data collected using wildlife collars with GPS capability.

Partners do not want to exclude any eligible producers who may benefit from the proposed project; therefore, projects may be further prioritized based on Conservation District priorities within the state and proximity to previous project investments in an effort to ensure the maximum effectiveness of these practices. This would include prioritizing projects that fall within the boundaries of Conservation Districts with a proven track record of project implementation for similar efforts and having projects that expand on previous efforts that directly benefit wildlife.

The criteria will be further refined in coordination with all RCPP Partners and the local NRCS RCPP Coordinator.

10 Describe partner capacity to identify agricultural producers who have not participated in NRCS programs and outreach plan to encourage their participation in the proposed project.

The value of this partnership is the ability to identify and deliver the proposed practices to a wide variety of producers, including many who have not historically utilized NRCS programs. The AFA arrangement will allow producers to benefit from the RCPP program while permitting the partners to handle the day-to-day interaction with those producers and ensure that NRCS receives full credit for their contribution.

Approximately ninety staff across the state, and additional volunteers, will be dedicated to RCPP implementation between the partners. Most of these staff have previous experience with NRCS program implementation and will be directly responsible for outreach to producers. PFQF employs five full-time staff who work directly with landowners, producers, and all resource management agencies within Arizona. If funded, PFQF is also supported by the organization's National outreach program staff to develop targeted information related to the delivery of the RCPP.

AACD's 42 Conservation Districts have almost 200 producers who serve as Conservation District Supervisors. This network of dedicated Supervisors means that supervisors can reach the most rural parts of Arizona because of their local peer-to-peer producer relationships. Moreover, Conservation Districts can share program information at local Conservation District meetings, Local Work Group meetings, and other in-person events across the state and through online resources. This includes AACD's online presence and newsletter, where local, state, and federal conservation program information is shared openly, and locally-led collaboration is encouraged.

3483 - Critical Conservation Areas (CCAs) - Colorado River Basin - 2024 - Restoring Arizona's Colorado River Basin Conservation Area (RACRBCA)

Another example of partner capacity enabling increased participation is AZGFD 80 wildlife managers assigned to various locations throughout the state who interact with producers daily. If awarded this RCPP, these staff would be supplied with outreach materials to help new producers in the priority areas and beyond understand project goals and benefits.

With the multiple partner touchpoints, the likelihood of diverse producer sign-ups for RCPP will increase exponentially.

11 Describe how the lead partner intends to work with NRCS to verify producer eligibility, land eligibility, and convey data needed for NRCS to manage environmental compliance.

All of the partners involved in this proposal have extensive experience working with local NRCS and delivering NRCS programs. Ensuring producer eligibility is a top priority, so if awarded, up-front coordination with the State Office and individual field office staff will be conducted regarding the implementation of this project.

As mentioned in question 8, AACD anticipates and is prepared to facilitate producer eligibility verification, land eligibility, data conveyance, and environmental compliance through local field offices. When AACD staff are unavailable, the lead partner will coordinate directly with the State RCPP Program Specialist, ensuring producer eligibility.

Significantly, all proposal Partners currently employ staff who have worked for the NRCS and are familiar with these processes, allowing them to facilitate procedures as appropriate/necessary.

12 Is this a brand-new project or is this part of an existing effort? Describe the extent of project activities completed to date, and how the proposed activities relate to any existing efforts. Include a brief description of any historical coordination with NRCS staff or programs.

This project is a continuation/amplification of various projects undertaken by the partners within the state focused on brush management, water development, and fencing, achieving thousands of acres of restoration. As discussed above it was through partner discussion that the retaliation of several smaller projects all targeting the same conservation goals could be pulled together to implement a landscape-level effort, together.

All objectives have been met on previous proposals, and using the priority area map, this proposal further targets treatment areas. The below list is not all-inclusive but highlights recent large-scale efforts with involvement from many partners:

NRCS RCPPs:

Restoring Native Grassland Habitats to Benefit Wildlife, Ranching and Open Space
 Central Arizona Grassland Restoration and Watershed Partnership Program
 (1420, 2506) Improving AZ Strip for Wildlife and Cattle (Phase 1 and Phase 2)
 (1617, 2408) Northern Arizona Grassland Restoration (Phase 1 and Phase 2)
 (1743) Southeastern AZ Grassland Restoration Project
 (2073) Linking the CAGS and NAGI
 (3292) Arizona Strip Wildlife and Livestock Habitat Improvement (Mule Deer Foundation)
 Apache NRCD Lyman North Grassland Restoration Project (AACD)
 Apache Lyman Lake Renewal Project (AACD)

National Fish and Wildlife Foundation Western Big Game Seasonal Habitat and Migration Corridors Fund:

Restoring Wintering Habitat on the CO Bar Ranch by Removing Invasive Juniper
 Perrin Ranch Grassland Restoration Project
 Restoring Wintering Grassland Habitat on the Kaibab Plateau by Removing Invasive Juniper
 Slate Mountain and Boyd Knoll Grassland Restoration Project
 Restoring Big Game Winter Range by Removing Invasive Woody Vegetation
 Truxton Mule Deer and Pronghorn Winter Range Restoration Phase 2 Project
 Perrin Ranch Grassland Restoration Project Phase 2
 Kaibab Plateau Ecological Restoration Project
 Drake Pronghorn Corridor Restoration

AACD:

Conservation Districts Action Plans: A statewide program that supports conservation planning at a landscape level and District level to identify similar projects and monies that can be leveraged for additional conservation projects

3483 - Critical Conservation Areas (CCAs) - Colorado River Basin - 2024 - Restoring Arizona's Colorado River Basin Conservation Area (RACRBCA)

RRMP: The Resource Rangeland Management Program (RRMP) is a collaborative program between the AACD and the Bureau of Land Management that focuses on improving the resilience of forest and woodland ecosystems to wildfire, insects, disease, and drought by utilizing methods such as density management, the control of invasive and exotic species, and riparian restoration.

USFS Fire Mitigation & Restoration: Post-fire rangeland restoration efforts include new wildlife-friendly fence installation, supporting wildlife migration and habitat and prescribed grazing efforts.

NRCS Technical Support: Through this program, technical assistance is provided to the Districts in order to support local NRCS conservationists. The professionals contracted to assist with these crucial conservation tasks have helped producers get conservation work on the ground through programmatic support, archeological clearances, and technical assistance.

13 Describe the lead partner's experience managing Federal funding awards or similar projects and conservation projects, including the execution of deliverables and engagement with ag producers and private landowners to get conservation on the ground.

PFQF has extensive experience working with federal funding awards and is managing 127 federal agreements amounting to \$183,312,755 in federal awards. Active agreements with the following federal partners are in place: USDA Farm Service Agency, USDA Natural Resources Conservation Service, US Fish and Wildlife Service, US Forest Service, National Park Service, and Bureau of Land Management.

USDA-NRCS is PFQF's most active federal partner, as evidenced by 52 active agreements and \$107,490,580 in which PFQF is working in partnership with NRCS to deliver conservation programs and practices to farmers, ranchers, and landowners across the country. Moreover, PFQF has 18 awards with the National Fish and Wildlife Foundation for \$6,080,755, which are often entirely or partially federal funds. The grant administration department of PFQF includes a manager, contract specialists, and grant accountants who provide financial administration, reporting, and oversight for federal awards.

In addition to PFQF's talented delivery team and the grants and accounting team responsible for ensuring fiscal responsibility to our partners, the organization has additional staff to support the delivery of on-the-ground conservation practices. This additional staff includes an outcomes and data team manager, and a programs team (including the Private Lands and Conservation Technical Assistance Program Manager and Training Program Coordinator) to support the staff and programs responsible for deploying conservation. PFQF also has professionals in marketing, communication, education, and outreach, both at Headquarters and in select states that exist to support the needs of mission delivery partnerships like this RCPP proposal.

PFQF is a pioneer in third-party Farm Bill technical assistance. With over 265 partnership biologists working one-on-one with farmers and ranchers, PFQF is uniquely positioned to assist USDA in RCPP delivery on the ground. This past year, the organization executed 37,728 landowner contacts and helped deliver 1.77 million acres of voluntary, incentive-based conservation programs through technical assistance to farmers, ranchers, and landowners.

To highlight PFQF's engagement with landowners, a map showing the organization's partnership biologist locations has been uploaded within the portal. Biologists are actively engaged in providing technical assistance to landowners, helping landowners understand conservation program options. Coupling PFQF's technical assistance expertise with the organization's accounting, grant administration, partnership, communications, and reporting teams, PFQF processes will help ensure the successful delivery of the proposal objectives in this RCPP proposal. Along with other partners, PFQF has authored three RCPP classics (MO, MT, TX) that have been awarded. PFQF has also been a contributing partner and sub-awardee on multiple RCPPs.

All federal and state funding awards are reviewed through independent auditors to ensure the appropriate use of federal funds. Appropriate reporting of both outcome deliverables and financial accounting is required and PFQF has an excellent record. Monthly internal reporting is required, and our organization has historically provided quarterly reporting with Partners to ensure projects remain on track. When proposed approaches are not going as planned, Partners are made aware, and proactive solutions can be found.

14 Describe any knowledge of the presence of historically underserved (HU) producers, including socially disadvantaged, beginning, limited resource and veteran farmers and ranchers, and Indian Tribes and organizations within the proposed project area. Describe any proposed efforts to encourage or include project participation of HU producers or include organization(s) working with or representing these groups as a contributing partner(s).

Arizona is home to 22 federally recognized native nations, and the Council on Environmental Quality recognizes vast portions of the state as disadvantaged (<https://screeningtool.geoplatform.gov>). According to the 2022 Agricultural Census (published 2024), ~56% of producers in Arizona are Native American; ~45% are female (~64% of those female producers are Native American); ~5% are Hispanic; ~7% are veterans; and ~22% are beginning farmers/ranchers. HU producers will be considered within our ranking criteria.

AZGFD and AACD/Conservation Districts have a history of working with Native American producers. AZGFD typically works with these producers without knowledge of HU status, as the department's programs do not allow for an increased payment rate; therefore, this RCPP funding will allow for promotion/encouragement for these producers to

3483 - Critical Conservation Areas (CCAs) - Colorado River Basin - 2024 - Restoring Arizona's Colorado River Basin Conservation Area (RACRBCA)

apply. The RCPP proposed priority area map can be overlaid with the Bureau of Indian Affairs map, "Land Areas of Federally-Recognized Tribes," and outreach material can be provided to Tribal Conservation District boards and tribal liaisons where the maps overlap, as the 42 Districts encompass the entire state. This fact further enhances Partners' ability to reach HU producers in rural areas for this RCPP.

In all outreach efforts to promote this project, Partners will highlight that producers meeting the definition of HU or limited resource ranchers are highly encouraged to apply and receive a higher cost share than other participants. When connecting with producers, either individually or in groups at local events or Local Work Group meetings, conservation efforts through this project will be shared, and HU producers will be encouraged to participate. Additionally, all Partners and field staff will receive brief training on HU landowners so these staff members can further advance this opportunity.

15 Do any project partner(s) have a history of collaborating with or representing HU producers? If so, describe each partner's history of collaborating with or representing HU producers. Highlight whether any partner is an HU entity or part of an HU community.

Most producers in Arizona are located in rural, underserved areas (including tribal lands) and include generational farms/ranches, veteran-owned farms/ranches, new/beginning farms/ranches, and minority/women-owned farms/ranches.

The wide reach of Arizona's Conservation Districts supports locally-driven outreach by District Supervisors, who are mostly producers. Because Arizona's working lands are geographically spread out and remote, it is often difficult for producers to connect to "the outside world." This is especially true when cellular service is sporadic to non-existent, and some producers cannot access the internet due to a lack of local infrastructure. This is why involving Conservation Districts in landscape-level conservation efforts is crucial. Conservation District Supervisors and members live and work within these communities, and they know their neighbors on the bordering ranches/farms and the immediate resource needs of their areas.

Through community events like the "Annual High Country Stand Down" in Flagstaff, AZ; the "Twin Arrows Stand Down" in Twin Arrows, AZ; the "Williams Stand Down" in Williams, AZ; and Local Work Group meetings, Conservation Districts can reach HU producers, including veteran, beginning, socially disadvantaged, and limited resource producers. The "Stand Down" events bring federal, state, county, municipal, and Tribal agencies and service providers together to introduce and connect veterans with available support resources. These events are held all across the state. Local Work Groups pull local stakeholders together—state, federal, and county agencies and producers—to connect and identify local resource concerns.

AACD is also leading a massive partnership effort to connect producers across the state with native producers to knowledge share climate-smart practices. This includes working closely with AACD's Tribal Districts Committee Chairman, Sadie Lister, and the Indian Nations Conservation Alliance to reach 20 native producers to participate in the program.

16 Describe how this project will help agricultural and forest producers implement climate-smart conservation activities and/or otherwise address climate change mitigation and adaptation. If the project will utilize NRCS' climate smart and agricultural activities identify them and the metrics that will be used for measuring and reporting either a reduction in greenhouse gases or carbon sequestration.

Brush management (CSAF practice 314) is the primary practice being proposed for this RCPP. The Partners will ensure it remains the focus by utilizing a ranking criterion that prioritizes projects employing this practice. Results, including carbon sequestration, will be evaluated and quantified as projects are completed using both direct inspections to verify completion and through the USDA's COMET-Planner tool to generate estimated carbon sequestration and greenhouse gas emission reductions from adopting all climate-smart practices supported by this work.

Additionally, conservation practices that facilitate the management or the function of 314, many of which are also identified as CSAF practices on their own (denoted with *) or are identified as supporting practices that are not otherwise CSAF on their own but support CASF practices, include:

Woody Residue Treatment (384)*

Restoration of Rare or Declining Natural Communities (643)*

Pumping Plant (533)*

Livestock Pipeline (516)

Watering Facility (614)

Water Harvesting Catchment (636)

Water Well (642)

Upland Wildlife Habitat Management (645)

Prescribed Grazing (528)*

Fencing (382)

3483 - Critical Conservation Areas (CCAs) - Colorado River Basin - 2024 - Restoring Arizona's Colorado River Basin Conservation Area (RACRBCA)

17 In some circumstances, RCPP funding may be used to purchase non-fixed/portable equipment. If such equipment purchases are proposed for this project, list the type of equipment, the per item cost of each piece of equipment, whether the equipment would be purchased using TA or FA funds and a justification for the equipment purchase(s) as it ties to the proposed conservation benefits of the project.

NA

18 Would this project benefit from inclusion of specific properties or beneficiaries for RCPP funded FA activities (i.e. are specific parcels targeted for easements, participants' lands targeted for land management, rental or watershed activity)? List all such proposed "pre-selections." Note: inclusion here does not guarantee a future award but may eliminate need for further program competition. If project partners, members or their relatives own any of these properties, document those relationships here.

NA