



STATE OF VERMONT
JOINT FISCAL OFFICE

MEMORANDUM

To: Joint Fiscal Committee members
From: Sorsha Anderson, Staff Associate
Date: June 2, 2021
Subject: Grant Request – JFO #3053

Enclosed please find one (1) item, which the Joint Fiscal Office has received from the Administration.

JFO #3053 – \$7,000,000 to the VT Agency of Agriculture, Food and Markets from the USDA Natural Resource Conservation Service to support the Agency’s water quality goals by incentivizing farmers to further reduce phosphorus pollution. Grants to farmers are awarded through a Pay for Performance model. This grant includes a State match of \$7,017,337.14. These matching funds are currently allocated for this program and are sourced from the Clean Water Fund, General Fund, Capital Funds, and the Lake Champlain Basin Program – Environmental Protection Agency.

{JFO received 6/1/2021}

Please review the enclosed materials and notify the Joint Fiscal Office (Sorsha Anderson: sanderson@leg.state.vt.us) if you have questions or would like this item held for legislative review. Unless we hear from you to the contrary by June 20, 2021, we will assume that you agree to consider as final the Governor’s acceptance of this request.



State of Vermont
 Department of Finance & Management
 109 State Street, Pavilion Building
 Montpelier, VT 05620-0401

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Agency of Administration

**STATE OF VERMONT
 FINANCE & MANAGEMENT GRANT REVIEW FORM**

Grant Summary:		This is a grant from the USDA - NRCS to the Vermont Agency of Agriculture, Food and Markets to support the Agency's existing water quality goals by incentivizing farmers to further reduce phosphorus pollution.			
Date:		5/6/2021			
Department:		Agency of Agriculture, Food and Markets			
Legal Title of Grant:		Regional Conservation Partnership Program Alternative Funding Arrangement "Vermont Pay for Phosphorus Program" (Project ID 2145)			
Federal Catalog #:		10.932			
Grant/Donor Name and Address:		USDA Natural Resource Conservation Service, 14th and Independence Ave, SW; Washington, DC 20250			
Grant Period:		From:	To:		
		7/1/2021	6/30/2026		
Grant/Donation		\$14,017,337.14			
	SFY 1	SFY 2	SFY 3-5	Total	Comments
Grant Amount:	\$2,868,529.60	\$3,047,490.75	\$8,101,316.79	\$14,017,337.14	This grant is made up of \$7,000,000 in new federal funds and \$7,017,337.14 of State Match. See additional comments below for more detail. SFY 1 refers to FY22, SFY 2 is FY23, and so on.
Position Information:		# Positions	Explanation/Comments		
		0	No new positions created, but this grant does extend funding for position #280172, which was created per JFO #3029.		
Additional Comments:		As can be seen in the AA-1, the State match is a combination of in-kind and operating match. All State match will be spent for the same purpose even if this grant is not approved, with the "cash" match being yearly funding that the Agency (AFM) receives and grants to farmers for water quality improvements (combination of CWF, GF, Capital funds, and LCBP-EPA funding received via ANR-DEC). AFM plans to frontload their match requirement, so more match is used in FY22 than in the out-years of the grant (they also			

STATE OF VERMONT
FINANCE & MANAGEMENT GRANT REVIEW FORM

count some of their FY21 expenditures as match for this purpose). This limits AFM's risk of not being able to meet the match requirement in the out-years should a rescission or other budgetary cuts be needed.

Department of Finance & Management	<small>Digitally signed by Adam Greshin Date: 2021.05.10 16:54:35 -0400'</small> Adam Greshin	(Initial)
Secretary of Administration	<small>Digitally signed by Kristin Clouser Date: 2021.05.11 16:49:46 -0400'</small> Kristin Clouser	(Initial)
Sent To Joint Fiscal Office	<small>Digitally signed by Ariel Murphy Date: 2021.06.01 08:55:47 -0400'</small> Ariel Murphy	Date



STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION				
1. Agency:	Agriculture, Food & Markets			
2. Department:	Water Quality			
3. Program:	Water Quality			
4. Legal Title of Grant:	Regional Conservation Partnership Program Alternative Funding Arrangement "Vermont Pay for Phosphorus Program" (Project ID 2145)			
5. Federal Catalog #:	10.932			
6. Grant/Donor Name and Address: USDA Natural Resource Conservation Service; 14 th and Independence Ave., SW; Washington, DC 20250				
7. Grant Period:	From:	7/1/2021	To:	6/30/2026
8. Purpose of Grant: Incentivizing phosphorus reductions through a Pay for Performance model that will provide technical assistance and compensation to farms for improvements in water quality. This grant will further the Agency and Water Quality Division goals of supporting Vermont agriculture and improving water quality in the state.				
9. Impact on existing program if grant is not Accepted: Existing programs will not be significantly affected if grant is not Accepted, but Vermont farms will lose access to an additional \$7M in federal funding that would enhance the work being done through existing programs and assist the state in making progress towards Total Maximum Daily Load water quality goals.				
10. BUDGET INFORMATION				
	SFY 1	SFY 2	SFY 3	Comments
Expenditures:	FY 22	FY 23	FY 24-26	
Personal Services	\$272,347.60	\$450,008.75	\$1,476,110.79	Positions, NRCS use, TA contracts.
Operating Expenses	\$271,182.00	\$22,482.00	\$65,206.00	Computer, cell phone, space fees, IT contract (all funded by federal grant)
Grants	\$2,325,000.00	\$2,575,000.00	\$6,560,000.00	Grants to farms
Total	\$2,868,529.60	\$3,047,490.75	\$8,101,316.79	SFY22 value includes \$515,702.12 SFY21 pre-award costs (match).
Revenues:				
State Funds:	\$2,114,414.36	\$1,667,747.75	\$3,235,175.03	SFY22 value includes \$515,702.12 SFY21 pre-award costs.
Cash	\$2,025,000.00	\$1,575,000.00	\$2,960,000.00	\$5.06mil from current operating budget, \$1.5mil from LCBP.
In-Kind	\$89,414.36	\$92,747.75	\$275,175.03	All from current operating budget.
Federal Funds:	\$754,115.24	\$1,379,743.00	\$4,866,141.76	
(Direct Costs)	\$754,115.24	\$1,379,743.00	\$4,866,141.76	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source)	\$	\$	\$	
Total	\$2,868,529.60	\$3,047,490.75	\$8,101,316.79	
Appropriation No:		Amount:		\$
				\$
		Total		\$0.00

STATE OF VERMONT REQUEST FOR GRANT (*) ACCEPTANCE (Form AA-1)

PERSONAL SERVICE INFORMATION


11. Will monies from this grant be used to fund one or more Personal Service Contracts? Yes No
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: Diane Bothfeld Agreed by: D.B. (initial)

12. Limited Service Position Information:	# Positions	Title
Total Positions		

12a. Equipment and space for these positions: Is presently available. Can be obtained with available funds.

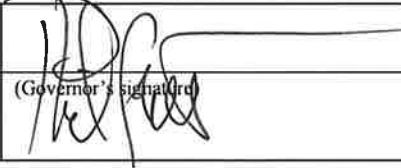
13. AUTHORIZATION AGENCY/DEPARTMENT

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature:  E-SIGNED by Diane Bothfeld on 2021-05-10 15:34:25 GMT	Date: May 10, 2021
	Title: Director of Administrative Services, Agency of Agriculture, Food & Markets	
	Signature:	Date:
	Title:	

14. SECRETARY OF ADMINISTRATION

<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature) Kristin Clouser	Digitally signed by Kristin Clouser Date: 2021.05.11 16:50:17 -04'00'	Date:
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15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/> Check One Box: Accepted	 (Governor's signature)	Date:
<input type="checkbox"/> Rejected		5/28/21

16. DOCUMENTATION REQUIRED

Required GRANT Documentation

<input checked="" type="checkbox"/> Request Memo	<input type="checkbox"/> Notice of Donation (if any)
<input type="checkbox"/> Dept. project approval (if applicable)	<input type="checkbox"/> Grant (Project) Timeline (if applicable)
<input checked="" type="checkbox"/> Notice of Award	<input type="checkbox"/> Request for Extension (if applicable)
<input checked="" type="checkbox"/> Grant Agreement	<input type="checkbox"/> Form AA-1PN attached (if applicable)
<input checked="" type="checkbox"/> Grant Budget	

End Form AA-1

(*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5).

From: [SM.NRCS.DCWA2.RCPP](#)
To: [Howlett, Sonia](#)
Cc: [Racicot, Obediah - NRCS, Colchester, VT](#); [SM.NRCS.DCWA2.RCPP](#)
Subject: RCPP Notice of Selection – 2145 - Vermont Agency of Agriculture, Food and Markets
Date: Thursday, September 17, 2020 10:02:23 AM
Attachments: [image001.png](#)

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Dear Sonia Howlett,

Congratulations! The Vermont Agency of Agriculture, Food and Markets has been tentatively selected to receive a FY 2020 Regional Conservation Partnership Program (RCPP) Alternative Funding Arrangements (AFA) award from the USDA's Natural Resources Conservation Service. The amount of the tentative award for Project 2145, *Vermont Pay-for-Phosphorus Program* is \$7,000,000.

Notification of this award is considered confidential until 1 p.m. Eastern on September 17, 2020, when the USDA makes the official AFA award announcement. We are working to schedule an orientation webinar for AFA awardees—stay tuned for an email with information on how to participate.

The RCPP State Coordinator in VT is Obe Racicot, and they will be reaching out to you soon. The next step is to initiate project negotiations with the lead State and to develop and execute a partnership agreement. NRCS anticipates that software updates to enable execution of AFA partnership agreements will be completed in November 2020, but agreement negotiations can commence ahead of the software launch.

Again, congratulations on your award—the AFAs were highly competitive this year and only ten projects were awarded funding. We look forward to working with you!

Kind regards,

Kari Cohen
Projects Branch Chief



Projects Branch | Natural Resources Conservation Service | USDA
RCPP@usda.gov

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PROGRAMMATIC PARTNERSHIP AGREEMENT

Between the

USDA Natural Resources Conservation Service (NRCS)

And

Vermont Agency of Agriculture, Food and Markets

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 Vermont Agency of Agriculture, Food and Markets, henceforth named “Lead Partner”. Under the terms of this PPA, NRCS and Lead Partner agree to provide complementary and compatible assistance related to delivery of targeted conservation benefits resulting from addressing resource concerns in the project area. Collectively, NRCS and Lead Partner are referred to as “Parties”. NRCS assistance under this PPA will be provided as Regional Conservation Partnership Program (RCPP) financial and technical assistance to implement eligible activities through provisions of RCPP. Lead Partner assistance (contributions) under this PPA may include cash or in-kind assistance provided by the Lead Partner and/or assistance provided by supporting partners to generate RCPP project conservation benefits. This PPA does not obligate funding but instead describes the relationship between NRCS and Lead Partner and establishes the responsibilities of each partner in implementing the RCPP project and delivering the conservation benefits described herein.

I. Authority

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

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

II. Background

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

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

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

Lead Partner submitted a proposal for RCPP funding to help generate conservation benefits in the Project area as shown in (Attachment A). Lead Partner satisfies the RCPP eligibility requirements for participation in a partnership agreement as a SG-State Government.

This agreement describes the framework for implementing the project titled Vermont Pay-for-Phosphorus Program.

III. Purpose

The purpose of this PPA is to establish a partnership framework for cooperation between NRCS and Lead Partner on implementation of eligible activities to obtain approved conservation benefits by addressing resource concerns through program contracts with eligible producers and partners within the approved project area. The PPA was developed based on a proposal received under Announcement of Program Funding #RCPP-06 (incorporated herein by reference) and selected by the Chief of NRCS for funding.

Parties agree that in addition to the other requirements outlined in this agreement, eligible activities shall be limited to work within the project area (see Attachment A: Project Area Map) reasonably expected to address the resource concerns listed below:

Water quality degradation

IV. Responsibilities of the Parties

A. NRCS will:

1. Deliver RCPP assistance for eligible activities as identified in 7 CFR Part 1464. NRCS will provide financial and technical assistance in accord with program policy and Attachment B.
2. RCPP Financial Assistance will be provided via producer contracts and supplemental agreements under one or more of the five eligible activity types: Land Management/Improvement/Restoration (Land Management), Rental, Conservation Easements Held the United States (US Held Easements), Conservation Easements Held by Eligible Entities (Entity Easements), or Watersheds/Public Works. Obligations and expenditures will follow RCPP program requirements which vary based on activity type.
3. Carry out the following minimum Technical Assistance activities associated with RCPP-funded actions—compliance checks required for program eligibility under 7 CFR part 12 and part 1400, subpart F; National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and Endangered Species Act (ESA) compliance activities. Additional RCPP Technical Assistance may be provided by NRCS, eligible partner(s), third parties, or any combination of these entities. Obligations and expenditures will follow RCPP program requirements.
4. Retain responsibility and authority for determining methods and availability of RCPP technical and financial assistance in this project. Where NRCS elects to provide technical and financial assistance funding through RCPP programmatic instruments, RCPP producer contracts or supplemental agreements may be utilized. Once executed, RCPP producer contracts and/or partner supplemental agreements entered into under the general framework of this PPA shall be managed in accordance with RCPP program requirements, as well as the terms of the specific contract or supplemental agreement. Except as noted in those instruments, they shall operate independently of this PPA, under terms and conditions established therein.
5. Actively participate in the development of the Table of Deliverables establishing initial funding levels and typical activities for each approved RCPP activity type associated with their project, and documenting details of proposed contributions.
6. Within program authorities, make every reasonable effort to accommodate Lead partner project recommendations and project expectations documented in Exhibits 1-6 into RCPP FA and TA awards. Specifically, NRCS shall prioritize partner bundled applications as described therein.

7. Provide annual reviews and recommendations to Lead Partner on ways to improve implementation of both RCPP-assisted and contribution-related conservation activities, and to report on NRCS uses of RCPP technical and financial assistance funds.

8. As part of Technical Assistance commitments outlined in Attachment B, provide support for modeling/monitoring/measuring and reporting of outcomes as described in Attachment C: Data Collection and Outcomes Reporting.

B. Vermont Agency of Agriculture, Food and Markets will:

1. Deliver all partner contributions (either directly or through others) included in Attachment B Table of Deliverables and report them in a timely fashion based on agreed-to items and billing methodologies.

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

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

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

5. Actively participate in the development of the Table of Deliverables establishing initial funding levels and typical activities for each approved RCPP activity type associated with their project, and documents details of contributions.

6. Actively participate in the development of Exhibits 1-6 (as applicable) to document expectations of RCPP funded activities within the project.

7. Where Technical Assistance or Watershed Financial Assistance Activities are included in the Schedule of Deliverables (Attachment B), lead partner shall assist NRCS in ranking, developing and managing supplemental agreements as mutually agreed to in the Exhibits. In general, where watershed or technical assistance activities are present in the project, the expectation is that the lead partner shall be responsible for 1) initial ranking/recommendations (termed "bundling of applications") for NRCS led eligibility consideration, further negotiations and award management, 2) participating in supplemental agreement

negotiations and providing concurrence on proposed supplemental agreement deliverables, and 3) monitoring and reporting of the impact of supplemental agreements on the project as a whole as described in Attachment C and Exhibits as applicable.

8. Submit annual project progress reports and a final report, based on guidance provided by NRCS.

9. Measure/monitor/model and report on the conservation outcomes of the project, as described in Attachment C: Data Collection and Outcomes Reporting. Optional reporting on the economic/financial and social outcomes of the project will be carried out according to the guidelines (if included) established in Attachment E.

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

11. Lead Partner is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between Lead Partner and third parties to carry out project activities.

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

1. The RCPP Portal (also known as the Partner Portal) or successor software platform will be used to track, monitor, implement and manage this project agreement. The Parties shall maintain access to and be expected to use the software platform to assist in fulfilling their responsibilities under this PPA, including but not limited to communications related to project management, project reporting, and outcome assessment and documentation.

2. The Parties and their respective agencies and offices will manage their own activities and funding in pursuing the objectives of this PPA. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to person or property resulting in any manner from the conduct of its own operations., and the operations of its agency or employees under this PPA, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency or its own employees, while occupying or visiting the projects under and pursuant to this PPA. NRCS reserves the right and authority to reduce or discontinue RCPP assistance based on funding availability.

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

4. Nothing in this PPA commits either NRCS or Lead Partner to obligate or transfer any funds or financial assistance that NRCS may provide to eligible producers or landowners. Specific actions that may involve the transfer of funds, services, or property among Lead Partner and offices of NRCS will require execution of separate agreements and be contingent upon the availability of appropriated funds or technical services. This PPA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations. This PPA does not restrict either party from participating in similar activities with other public or private agencies, or organizations, and individuals.

5. Adhere to the privacy requirements associated with federal laws including 16 USC 3844(b), 7 USC 8791, and the Privacy Act (5 U.S.C. 552a;) with respect to any information received from NRCS, partners, producers or others in relation to this project agreement. Project specific details, including needed information sharing, is further addressed in Attachment D.

6. NRCS authority to implement or support project activities is also subject to statutory and regulatory requirements, Executive Orders, and other legal requirements not individually addressed in this PPA, including but not limited to the Food Security Act of 1985, as amended, and associated regulations, the National Environmental Policy Act (NEPA) and associated environmental laws, Office of Management and Budget (OMB) Circulars, and related requirements. Where such requirements necessitate adjustments to the terms and conditions of this PPA, the Parties will either agree to such adjustments or NRCS will terminate this PPA.

V. Expected Accomplishments and Deliverables

RCPP-funded and contribution-based deliverables are listed in the Attachment B: Table of Deliverables. RCPP funded activities implemented under the framework of this PPA must comply with applicable agency policies, including NRCS practice or activity standards and specifications. Upon request, NRCS may consider waiving policy based (non-statutory) requirements, if the agency determines that doing so would result in equal or greater conservation benefits consistent with RCPP purposes and the objectives, would not create an undue administrative burden, and would not unduly contribute to actual or perceived perceptions of inequality or unfairness among similarly situated partners or producers. Partner contributions are not necessarily subject to these same requirements unless directly associated with NRCS assistance provided via a producer contract or supplemental agreement, or explicitly identified in the Attachment B Table of Deliverables so as to indicate such compliance.

VI. Technical and Administrative Contacts

Technical and/legal representatives of this project at the time of award shall be those identified in NRCS agency software, and any revisions shall be managed in according to policies set by NRCS. Changes to Lead Partner contact(s) shall require notice from duly authorized partner representative to NRCS, and at NRCS discretion need not require necessity for agreement amendment, via substitutions in Agency/Departmental approved software.

VII. Duration

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

VIII. Project Changes: Amendment, Modification, Cancellation and Termination

Either party may request changes to this PPA during the agreement life. The Parties acknowledge that minor deviations from the project Schedule in Attachment B may be necessary; where such issues are limited to accelerated implementation of out-year RCPP funded or contribution deliverables, or implementation delays not greater than 12-months (and not occurring during the final year of the PPA), such deviations will be noted in project management files, and updates to the project agreement records may not be required unless determined necessary by NRCS or requested by the partner. Where lengthier delays or other substantive changes are needed, including changes or additions to Exhibits 1-6, one of the following methods shall be used to initiate and/or document changes.

Minor Changes: By mutual consent, minor changes can be requested, negotiated and if approved by NRCS, documented in the agency software without necessity of a new agreement or hard copy signatures. NRCS will only approve minor changes when the agency determines changes are consistent with program rules and policy, and would not affect key components of project scope e.g. updates to agreement contracts or exhibits could be a "minor change" while changes in total RCPP funding, a decline in the ratio of contributions to

RCPP funding, an increase in the size of the project area, changes in targeted conservation benefits/resource concerns, or replacement of the lead partner would not be minor changes.

Modification: 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 intent of the original project. At NRCS discretion any substantive change to project scope, including but not limited to a decline in total partner contributions, may constitute basis for project termination under Part IX (3) below, and/or adversely affect lead partner's ranking in future competitions for RCPP assistance.

IX. Ending Project Prior to Agreement End Date: Termination

Terminations.

(1) Lead partners may request that NRCS terminate the partnership agreement, provided the request for termination is in writing, and includes the reasons for termination.

(2) NRCS may terminate a partnership agreement if—

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

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

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

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

(4) If a program agreement is terminated, the lead partner forfeits all rights to any remaining technical or financial assistance under the partnership agreement.

(d) Effect on other agreements. Termination of a partnership agreement under this section will—

(1) Not affect the validity of any program contract that was entered into within the project area encompassed by the partnership agreement; and

(2) Result in the termination of a supplemental agreement unless NRCS determines that the supplemental agreement would continue to provide necessary program implementation assistance to producers with program contracts or otherwise advance an eligible program activity within the project area.

(e) 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 future assistance under the partnership agreement and will refund all or part of any payments received directly by the lead partner, plus interest.

(f) Liquidated damages.

(1) NRCS may include terms in a supplemental partnership agreement that allow for the assessment of liquidated damages against the lead partner in the event of an intentional breach.

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

X. Attachments

RCPP Partnership Agreement Specific Forms:

Attachment A: Project Area Map

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

Attachment C: RCPP Reporting Requirements Reporting

Attachment D: Privacy

Attachment E: Project Outcomes

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

Exhibit :Enhancement TA Activity Expectations

XI. Signatures:

A. Lead Partner (Sign First)

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

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

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

B. NRCS (Sign Last)

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

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

Name	Title (Attach Designation if not State Conservationist)
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Attachment B: Table of Deliverables

FA Deliverables

Total Allocated FA:		Total Entered FA:	
\$4,900,000.00		\$4,900,000.00	
Allocated AFA FA for Land Management \$4,900,000.00	Allocated % AFA FA for Land Management 70%	Entered AFA FA for Land Management \$4,900,000.00	Entered % AFA FA for Land Management 70%
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	2022	VT	AFA FA Funds for Partner Led Land Management	Supplemental Agreements	Data Entry Payments and Performance-Based Land Management Activities	\$300,000.00
2	2023	VT	AFA FA Funds for Partner Led Land Management	Supplemental Agreements	Data Entry Payments and Performance-Based Land Management Activities	\$1,000,000.00
3	2024	VT	AFA FA Funds for Partner Led Land Management	Supplemental Agreements	Data Entry Payments and Performance-Based Land Management Activities	\$1,200,000.00
4	2025	VT	AFA FA Funds for Partner Led Land Management	Supplemental Agreements	Data Entry Payments and Performance-Based Land Management Activities	\$1,200,000.00
5	2026	VT	AFA FA Funds for Partner Led Land Management	Supplemental Agreements	Data Entry Payments and Performance-Based Land Management Activities	\$1,200,000.00

TA Deliverables

Total Allocated TA:		Total Entered TA:		Minimum TA-I NRCS	
\$2,100,000.00		\$2,100,000.00		\$350,000.00	
Allocated TA-I Partner: \$1,260,000.00		Allocated TA-I Partner %: 18%		Entered TA-I Partner: \$1,260,000.00	
Allocated TA-E \$490,000.00		Allocated TA-E 490000%		Entered TA-E \$490,000.00	
Allocated TA-I NRCS \$350,000.00		Allocated TA-I NRCS 350000%		Entered TA-I NRCS \$350,000.00	
				Entered TA-I Partner % 18%	
				Entered TA-E 7%	
				Entered TA-I NRCS 5%	

#	Calendar Year	State	Activity Type	Contract Type	Typical Activity	Budget
1	2021	VT	Enhancement TA	Supplemental Agreements	Conservation Innovation	\$250,000.00
2	2022	VT	Enhancement TA	Supplemental Agreements	Conservation Innovation	\$15,000.00
4	2024	VT	Enhancement TA	Supplemental Agreements	Conservation Innovation	\$15,000.00
6	2026	VT	Enhancement TA	Supplemental Agreements	Conservation Innovation	\$15,000.00
24	2026	VT	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$25,000.00
3	2023	VT	Enhancement TA	Supplemental Agreements	Conservation Innovation	\$15,000.00
5	2025	VT	Enhancement TA	Supplemental Agreements	Conservation Innovation	\$15,000.00
10	2024	VT	Enhancement TA	Supplemental Agreements	Outreach and Education	\$2,000.00
18	2025	VT	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$267,250.00
21	2023	VT	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$65,000.00
7	2021	VT	Enhancement TA	Supplemental Agreements	Outreach and Education	\$3,000.00
11	2025	VT	Enhancement TA	Supplemental Agreements	Outreach and Education	\$2,000.00
14	2025	VT	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$7,500.00
8	2022	VT	Enhancement TA	Supplemental Agreements	Outreach and Education	\$3,000.00
9	2023	VT	Enhancement TA	Supplemental Agreements	Outreach and Education	\$3,000.00
12	2026	VT	Enhancement TA	Supplemental Agreements	Outreach and Education	\$2,000.00
13	2023	VT	Enhancement TA	Supplemental Agreements	Outcome Assessment	\$7,500.00
15	2022	VT	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$212,500.00
17	2024	VT	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$276,750.00
23	2025	VT	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$65,000.00
16	2023	VT	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$258,500.00
19	2021	VT	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$65,000.00
20	2022	VT	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$65,000.00
22	2024	VT	NRCS Implementation TA	NRCS use	TA-I to support NRCS Project Management and Inherently Governmental Functions	\$65,000.00
25	2022	VT	Enhancement TA	Supplemental Agreements	Project Management	\$29,000.00
26	2023	VT	Enhancement TA	Supplemental Agreements	Project Management	\$31,900.00

27	2024	VT	Enhancement TA	Supplemental Agreements	Project Management	\$32,500.00
28	2025	VT	Enhancement TA	Supplemental Agreements	Project Management	\$32,600.00
30	2022	VT	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$49,000.00
31	2023	VT	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$58,100.00
33	2025	VT	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$60,900.00
29	2026	VT	Enhancement TA	Supplemental Agreements	Project Management	\$9,000.00
32	2024	VT	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$59,500.00
34	2026	VT	Partner Implementation TA	Supplemental Agreements	TA-I to support Land Management Activities	\$17,500.00

Partners and Contributions

Partner Contribution ratio: 1	Entered Contribution ratio: 1
Total Proposed Contributions Amount: \$11,941,050.00	Total Entered Contributions Amount: \$7,017,337.14
Total Proposed TA Contributions Amount: \$166,050.00	Total Entered TA Contributions Amount: \$457,337.14
Total Proposed FA Contributions Amount: \$11,775,000.00	Total Entered FA Contributions Amount: \$6,560,000.00

Partners

Partner/Entity Name	Partner/Entity Type	Contact Name	Contact Email	Contact Phone	Total Contribution
Vermont Agency of Agriculture, Food and Markets	State or unit of local government	Sonia Howlett	sonia.howlett@vermont.gov	(802) 522-4655	\$7,017,337.14

Partner Contributions

#	Calendar Year	State	Activity Type	Funding Source	Lead	Typical Activity	Extent	Measurement Unit	Budget	Cash/In-Kind	Match as Contribution
23	2021	VT	FA: RCPP Land Management Activity Related FA Expenditures	Lead Partner (Non-Federal Funds)	Vermont Agency of Agriculture, Food and Markets	Additional Payments to Producers	600000.0	Dollars	\$600,000.00	Cash	
24	2022	VT	FA: RCPP Land Management Activity Related FA Expenditures	Lead Partner (Non-Federal Funds)	Vermont Agency of Agriculture, Food and Markets	Additional Payments to Producers	1075000.0	Dollars	\$1,075,000.00	Cash	
25	2023	VT	FA: RCPP Land Management Activity Related FA Expenditures	Lead Partner (Non-Federal Funds)	Vermont Agency of Agriculture, Food and Markets	Additional Payments to Producers	1075000.0	Dollars	\$1,075,000.00	Cash	
26	2024	VT	FA: RCPP Land Management Activity Related FA Expenditures	Lead Partner (Non-Federal Funds)	Vermont Agency of Agriculture, Food and Markets	Additional Payments to Producers	1075000.0	Dollars	\$1,075,000.00	Cash	
27	2025	VT	FA: RCPP Land Management Activity Related FA Expenditures	Lead Partner (Non-Federal Funds)	Vermont Agency of Agriculture, Food and Markets	Additional Payments to Producers	1075000.0	Dollars	\$1,075,000.00	Cash	
28	2026	VT	FA: RCPP Land Management Activity Related FA Expenditures	Lead Partner (Non-Federal Funds)	Vermont Agency of Agriculture, Food and Markets	Additional Payments to Producers	160000.0	Dollars	\$160,000.00	Cash	
29	2022	VT	TA: "Enhancement" Expenditures per APF	Lead Partner (Non-Federal Funds)	Vermont Agency of Agriculture, Food and Markets	Indirect on position funded through this program	21018.0	Dollars	\$21,017.73	In-Kind	
30	2023	VT	TA: "Enhancement" Expenditures per APF	Lead Partner (Non-Federal Funds)	Vermont Agency of Agriculture, Food and Markets	Indirect on position funded through this program	25717.0	Dollars	\$25,716.63	In-Kind	
31	2024	VT	TA: "Enhancement" Expenditures per APF	Lead Partner (Non-Federal Funds)	Vermont Agency of Agriculture, Food and Markets	Indirect on position funded through this program	26324.0	Dollars	\$26,324.05	In-Kind	
32	2025	VT	TA: "Enhancement" Expenditures per APF	Lead Partner (Non-Federal Funds)	Vermont Agency of Agriculture, Food and Markets	Indirect on position funded through this program	26956.0	Dollars	\$26,955.76	In-Kind	
			TA:		Vermont	Indirect on					

33	2026	VT	"Enhancement" Expenditures per APF	Lead Partner (Non-Federal Funds)	Agency of Agriculture, Food and Markets	position funded through this program	13713.0	Dollars	\$13,713.36	In-Kind	
34	2023	VT	FA: RCPP Land Management Activity Related FA Expenditures	Lead Partner (Federal Funds - Non NRCS)	Vermont Agency of Agriculture, Food and Markets	Additional Payments to Producers	750000.0	Dollars	\$750,000.00	Cash	
35	2024	VT	FA: RCPP Land Management Activity Related FA Expenditures	Lead Partner (Federal Funds - Non NRCS)	Vermont Agency of Agriculture, Food and Markets	Additional Payments to Producers	750000.0	Dollars	\$750,000.00	Cash	
36	2021	VT	TA: "Implementation" TA per APF	Lead Partner (Non-Federal Funds)	Vermont Agency of Agriculture, Food and Markets	Personnel-related costs (salary & fringe benefits) for members of the AAFM RCPP AFA team	48370.0	Dollars	\$48,370.12	In-Kind	
37	2022	VT	TA: "Implementation" TA per APF	Lead Partner (Non-Federal Funds)	Vermont Agency of Agriculture, Food and Markets	Personnel-related costs (salary & fringe benefits) for members of the AAFM RCPP AFA team	66328.0	Dollars	\$66,328.11	In-Kind	
38	2023	VT	TA: "Implementation" TA per APF	Lead Partner (Non-Federal Funds)	Vermont Agency of Agriculture, Food and Markets	Personnel-related costs (salary & fringe benefits) for members of the AAFM RCPP AFA team	68250.0	Dollars	\$68,249.82	In-Kind	
39	2024	VT	TA: "Implementation" TA per APF	Lead Partner (Non-Federal Funds)	Vermont Agency of Agriculture, Food and Markets	Personnel-related costs (salary & fringe benefits) for members of the AAFM RCPP AFA team	70172.0	Dollars	\$70,171.63	In-Kind	
40	2025	VT	TA: "Implementation" TA per APF	Lead Partner (Non-Federal Funds)	Vermont Agency of Agriculture, Food and Markets	Personnel-related costs (salary & fringe benefits) for members of the AAFM RCPP AFA team	72187.0	Dollars	\$72,187.26	In-Kind	
41	2026	VT	TA: "Implementation" TA per APF	Lead Partner (Non-Federal Funds)	Vermont Agency of Agriculture, Food and Markets	Personnel-related costs (salary & fringe benefits) for members of the AAFM RCPP AFA team	18303.0	Dollars	\$18,302.67	In-Kind	

Attachment E: Project Outcomes

Conservation Outcomes

Outcome Title >	Resource Concern	Expected Completion	Outcome Methodology	Other (Describe)	States	Detailed Description
Phosphorus Reductions	Water quality degradation	2026	Modeling		VT	Phosphorus Reductions modelled in FarmPREP or modelled in FarmPREP above a threshold for additionality AND compensated for by this program

Conservation Outcomes Deliverables

#	Outcome Title	Expected Completion	Outcome Methodology	Other (Describe)	Work Performed By	States	Deliverable	Baseline Conditions Established?	Describe how baseline conditions were or will be established
1	Phosphorus Reductions	2026	Modeling		Vermont Agency of Agriculture, Food and Markets	VT	The total pounds of reductions in phosphorus loading to Vermont waters will be reported as modeled in FarmPREP, and compensated over the course of this RCPP AFA project as reductions above an additionality threshold.	No	Baseline phosphorus loss will be modeled in FarmPREP on a farm-specific basis, according to a program-created model, informed by the assumptions in the development of the Lake Champlain Basin Total Maximum Daily Load. The modeled baseline pounds of phosphorus lost will therefore be calculated on a farm-specific basis for acreage entered into this program. The threshold for additionality will be established by VAAFMM over the course of 2021, building off the results of a Conservation Innovation Grant research initiative and discussions with Stakeholders, and re-evaluated over the first couple of years of the RCPP AFA program.
3	Phosphorus Reductions	2026	Modeling		Vermont Agency of Agriculture, Food and Markets	VT	The total pounds of reductions in phosphorus loading to Vermont waters, as modeled in FarmPREP, for farms enrolled in this program. This figure will be reported in total pounds of phosphorus reduced.	No	Baseline phosphorus loss will be modeled in FarmPREP on a farm-specific basis, according to a program-created model, informed by the assumptions in the development of the Lake Champlain Basin Total Maximum Daily Load. The modeled baseline pounds of phosphorus lost will be calculated on a farm-specific basis for acreage entered into this program.

Economic Outcomes

Outcome Title	Resource Concern	Expected Completion	Outcome Methodology	Other (Describe)	States	Detailed Description
Economic Analysis	Water quality degradation	2026			VT	In collaboration with contracted partners, VAAFM intends to evaluate the economic results of Pay-for-Phosphorus payments on select farm participants.

Economic Outcomes Deliverables

#	Outcome Title	Expected Completion	Outcome Methodology	Other (Describe)	Work Performed By	States	Deliverable	Baseline Conditions Established?	Describe how baseline conditions were or will be established
1	Economic Analysis	2026			Vermont Agency of Agriculture, Food and Markets	VT	In collaboration with partners, VAAFM will develop at least one (1) Report on VPPF Economic Analysis which may include a review of farm payments under the RCPP AFA program, comparison of performance payment under this model with existing practice-based conservation programs and/or comparison of RCPP AFA payment rates and on-farm practice implementation costs.	Yes	At the start of the program, zero (0) Reports on Economic Analysis of performance payments under the RCPP AFA program had been completed.

Social Outcomes

Outcome Title	Resource Concern	Expected Completion	Outcome Methodology	Other (Describe)	States	Detailed Description
Program Participation	Water quality degradation	2026			VT	Over the course of this program VAAFM intends to track participant numbers to quantify number of farms that seek access to the program. VAAFM intends to evaluate the total number of distinct farms that apply, that are eligible for a contract, that enter data, and that receive payment over the course of the program.
Survey delivery	Water quality degradation	2026			VT	Over the course of the project, VAAFM will continually evaluate payment rates, baseline assumptions and required stewardship thresholds to ensure that farmers feel fairly compensated, that enrolled farmers feel incentivized to make additional beneficial land management decisions, and that the program is accessible to all qualified farmers across Vermont. To inform this evaluation, surveys will be provided to enrolled farms.

Social Outcomes Deliverables

#	Outcome Title	Expected Completion	Outcome Methodology	Other (Describe)	Work Performed By	States	Deliverable	Baseline Conditions Established?	Describe how baseline conditions were or will be established
1	Program Participation	2026			Vermont Agency of Agriculture, Food and Markets	VT	VAAFM will report the total number of distinct farms that receive payment under the RCPP AFA program.	Yes	At the start of the project, zero (0) farms had received payment under the RCPP AFA program.
2	Survey delivery	2026			Vermont Agency of Agriculture, Food and Markets	VT	By the end of the project, at least two (2) surveys will have been drafted and delivered to enrolled producers, on separate years. The delivery and results of these two (2) or more surveys will be reported to NRCS.	Yes	At the start of the project, zero (0) surveys to producers about the AFA RCPP program had been developed or delivered.

Exhibits

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

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

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

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

Table 1A: Land Management AFA Activities

<p>Overview and Eligibility: Eligible Producers and Eligible Lands</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>Within this program, the lead partner, Vermont Agency of Agriculture, Food & Markets (VAAFM) will administer two categories of agreements; contracts for Technical Assistance (TA) and land management partner-producer agreements, according to State of Vermont Procurement & Contracting Procedures. Contracts are used to acquire specific, clearly defined services and/or products from entities or individuals other than State Agencies or employees of the State. Partner-producer agreements, known as Grants in State language, are commonly issued for the direct support of persons and are also issued to organizations that perform public benefit activities with a high degree of independence. Recipients adhere to the programmatic requirements of the State and/or Federal program under which the partner-producer agreement is issued and may be required to submit financial and programmatic reports to AAFM. 1) VAAFM will release Requests for Proposals (RFPs) with a goal of executing multiple technical assistance</p>
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contracts to support planning and verification of producer practices and other contracted TA deliverables. 2) VAAFMM will execute partner-producer agreements with eligible producers after ranking and reviewing applicants. Once the deliverable scope included in the producer's agreement are met and verified/recorded accordingly, VAAFMM will compensate producers for the deliverables met, according to the terms laid out in the partner-producer agreement. VAAFMM will then invoice NRCS for the payments made to producers, according to a schedule described in the Supplemental Agreement process. All RFPs, contracts and partner-producer agreements will be managed according to the State of Vermont Bulletin 3.5 Procurement and Contracting Procedures and Bulletin 5 Policy for Grant Issuance and Monitoring, as applicable.

Will this project involve any Land Management activities implemented by eligible producers on eligible lands, with payments to producers?

Yes

If yes, describe how partner will use one or more of the following mechanisms to deliver assistance.

The Vermont Pay-for-Phosphorus (VPFP) program funded by this agreement will take a performance-based approach to producer payments.

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).

N/A

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.

In the Vermont Pay-for-Phosphorus (VPFP) program funded by this agreement, there will be two separate performance-based payment types administered to eligible producers as partner-producer agreements. (1) The data entry payment will compensate farms for the labor and acquisition of technical knowledge corresponding to their initial entry of whole-farm management survey data into the FarmPREP software. Eligible producers, who are in documented compliance with NEPA requirements, will be allocated FA funding for their time and labor engaging with this planning tool. This engagement will result in acquisition of technical knowledge for producers in how to navigate and optimize this planning software and what practices can be most effectively implemented on which fields. Producer performance will be evaluated and compensated according to the terms of their partner-producer agreement. VAAFMM intends that farms will be compensated for their labor and acquisition of technical knowledge once a whole farm's plan has been developed, in collaboration with TA providers, within the FarmPREP software. In the first year of the program, the data entry payment rate will be \$15 per acre, with a per-farm cap of \$4000. Larger farms will likely need to

Overview and Eligibility: Work by Producers on Eligible Land (with payments to producers)

spend more time developing their plan in the FarmPREP software, so the payment is tied to acreage entered, but the relatively low cap will allow funding to reach smaller farms, who often have higher per-hour costs for program involvement and less administrative labor capacity available. In future years, the rate for data entry payments may be re-evaluated, based on ongoing social and economic evaluation, to fit the needs of the program. (2) The payment-for-phosphorus-reduction component of the program will select a smaller selection of farms annually and provide payment for phosphorus (P) loss reductions. Payments for phosphorus (P) loss reductions will be paid annually, after verification during the field season. Payment calculations and rate will be consistent statewide. Farmers will be paid a flat rate per pound of P reduced above an VAAFMM-set threshold, up to an annual cap. The exact payment rate for the first year will be set according to the results of 2021 Conservation Innovation Grant work administered by VAAFMM, which is assessing the potential for P-reductions under the VPFPP program. This payment rate will consider the current cost of P-reductions for the State of Vermont according to the Vermont Department of Environmental Conservation Clean Water Initiative Performance Report. Producer performance will be evaluated and compensated according to the terms of their partner-producer agreement, including review of number of pounds of P reduced by the farm above the VAAFMM-set threshold. Payment rates are intended to be high enough to incentivize participation and to ensure farms feel reasonably compensated for their level of stewardship. Outcomes will be reviewed at this payment rate and after the first few program years. Consultation with a program stakeholder advisory panel will provide recommendations to increase or decrease the payment rate and cap or to implement a tiered approach to payment.

Overview and Eligibility: Work Led by Partners (without payment to producers)

Will this project involve any eligible Land Management activities implemented by partners without payment to producers, for the direct benefit of eligible producers and lands?

No

If yes, describe how partner will use one or more of following mechanisms to deliver assistance (as applicable) for the benefit of eligible producers and lands.

If yes, document specifically how potential conflicts of interest will be managed.

Describe how partners will deliver activities on eligible producer-controlled lands without payments to producers (e.g. via a “partner as contractor model”?)

N/A

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).

N/A

Project/activity wide AGI applicably waiver:

Yes

If yes, document justification below. NRCS to process waiver request per NRCS policy:

<p>Adjusted Gross Income (AGI) (Program Beneficiaries)</p>	<p>The AGI limit is not highly applicable to Vermont, which has smaller farms than most states. Only once did a Vermont farm not meet AGI requirements in the last 10 years, which was during 2013. An AGI applicability waiver is critical to expeditious agreement development of this project because the program will be available on an annual basis, corresponding to the crop and land management cycle on the farms VAAFM will be working with. Requiring an AGI verification for participants could limit the ability to deliver the program in a timely manner, which is essential to the smooth functioning of this annual program. Performing an AGI verification on Vermont farms is unnecessary, since only one farm has exceeded AGI limits in the past 10 years, and the additional delays for NRCS and VAAFM to coordinate AGI filing would restrict and likely and reduce or diminish overall resulting conservation benefits from this program.</p> <p>NRCS Use Only: Waiver approved? Yes</p>
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Absent documentation of waiver approval waiver request shall be considered pending, not approved.

<p>Resource Concerns and Related Considerations</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? No</p> <p>If “No”, identify only those resource concern categories that will be addressed through this activity type: Field Sediment, Nutrient, and Pathogen Loss;</p>
<p>Principal Resource Concerns</p>	<p>Describe any other resource concern related considerations (e.g. describe project specific issues such as “within the plant community health category, project objective is to promote removal of invasive species and restoration of native grassland habitat”): Within the Field Sediment, Nutrient, and Pathogen Loss category of resource concern, payments will compensate farms for demonstrable reductions in phosphorus loss from crop and hay fields to waters of the state, according to a pay-for-performance model.</p>
<p>Land Uses</p>	<p>If activities will be targeted to a limited set of land uses, identify targeted land uses here: Crop;Pasture;Associated Ag Land;</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). This program will focus on cropland and hayland and on assessing the effect of farm management changes in reducing P loss to state waters. Over the course of the program, if it becomes feasible to accurately model P reductions from managed pasture and associated ag land in a manner comparable to the other land use types served by this program, VAAFM may incorporate these additional land uses into the program, after communication with NRCS.</p>

Pasture and associated ag land management activities would, like the planned cropland management activities, be targeted towards assessing the effect of management changes in reducing P loss to state waters.

Describe General Process Partner will use to accept applications.

VAAFM will provide outreach to potentially eligible producers throughout the fall preceding enrollment and will publish an annual application deadline in the winter of each year. Applications will be accepted via an online web form or a fillable/printable PDF form. The application process will focus on obtaining information from the producers that will establish eligibility for the program including but not limited to: producer and farm contact information; farm size; farm location; acres of eligible farmland in crop, hay and pasture; Historically Underserved Producer status; and self-certification of NRCS and VAAFM eligibility criteria. Once received, VAAFM will review applications to ensure state eligibility requirements are met and provide NRCS with the list of applicants to review for federal eligibility requirements.

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

N/A

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

After applications are received, eligibility of applicants will be assessed, in collaboration with NRCS staff. All eligible producers who will be entering their data for the first time will be eligible to receive a partner-producer agreement for a data entry payment. Eligible producers who have entered data previously will likely be asked to ensure that their data is up to date for the coming year. Ranking will occur after successful data entry, prior to enrollment of selected producers for payments for P reductions. Ranking will occur within funding pools. Funding pools will allocate greater amounts of funding to farms in TMDL priority basins. In 2022, funding pools are anticipated to be allocated as 60% of funding for the Lake Champlain Basin, 20% for Lake Memphremagog Basin, and 20% for the Rest of State. If funds in certain regions are not disbursed, those funds will be re-allocated annually to support applicants in other funding pools. These funding pool allocations may be reassessed throughout the project. The prioritization of funding by watershed is informed by priorities for state financial assistance awards codified at 6 V.S.A. § 4823(a). Ranking metrics may include but are not limited to, in no particular order: (1) Priority to higher modeled P reductions above the base reduction threshold; (2) Priority to historically underserved farmers; (3) Priority to farms in more water-resource-stressed sub-watersheds; (4) Priority to farms that successfully engaged with VAAFM staff in 2021 on the Conservation Innovation Grant (CIG) research initiative that will set the stage for this program; and (5) Priority to farms who have successfully engaged with the VFPF program in previous years. This approach will prioritize funding to farms with the highest reduction of P loss from the farm's estimated base loading, as well as farms in particularly phosphorus-stressed watersheds/sub-watersheds. This will directly further our goal to address the RCPP resource concern category of Water Quality Degradation and minimize Field Sediment, Nutrient and Pathogen Loss.

Application Processes

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

VAAFM will work with NRCS ensure the compliance of this program with national RCPP AFA standards. The Anticipated Roles of NRCS are as follows:

- 1) Confirmation of Highly Erodible Land and Wetland Conservation (HEL/WC) compliance** VAAFM will provide Vermont NRCS state office staff a list of applicants early in the calendar year to review as a batch for HEL/WC compliance. This information will be returned to VAAFM, ideally within 4 weeks from receipt, with any ineligible or potentially ineligible producers flagged. VAAFM program outreach will communicate USDA HEL/WC compliance requirements as prerequisites for participation in this AFA program.
- 2) Confirmation of National Environmental Protection Act (NEPA) compliance: Environmental Evaluations (EEs)** NRCS will perform the non-delegable components of NEPA compliance checks as established in collaboration between VAAFM and NRCS. NRCS will work with VAAFM and qualified TA providers to ensure that staff are trained to complete EEs to the level required by the program. EEs will likely take the form of CPA-52s form completion. EE's will be completed and submitted by VAAFM or qualified TA providers. NRCS will review and approve as the Responsible Federal Official. VAAFM anticipates this EE submittal process will occur annually in February/March and requests that HEL/WC and EE review results be returned from NRCS to VAAFM within 4 weeks of delivery to NRCS offices, so that our internal agreement development and review can continue in a timely manner. Please note that for this annual program to be successful as planned, VAAFM needs to have time to (1) collect applications in January, (2) assess producer eligibility under VAAFM requirements in January/February, (3) work with NRCS to ensure federal producer eligibility requirements in February, (4) provide partner-producer agreements for data entry in March, (5) work with farms and TA providers for FarmPREP Data entry in April/May, and (6) thoughtfully rank and review farms in May/June for Payments for P reductions. All of this is necessary to occur quickly due to the need to be able to provide partner-producer agreements to farms for payments for P reductions, so that they have these contracts in hand as they begin to implement their planned annual practices.

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

Yes

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

There will be a self-certification of HU status in our application, and these historically underserved producers will be given additional points in the ranking process. HU status will match the NRCS HU classifications of Beginning Farmer, Socially Disadvantaged Farmer, Limited Resource Producer, and Veteran Farmer.

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

This program is a pay-for-performance program. VAAFM will compensate producers for the P reductions documented as a result of a producers' land

management plan, as planned and modeled in FarmPREP which is an APEX based modeling software calibrated to Vermont by Stone Environmental. P-reductions will be based off the modeled effects of the implementation of practices. Practices installed to receive phosphorus performance payment under this AFA agreement will be verified to NRCS Conservation Practice Standards (CPS), or equivalent. Practices that can be modeled in FarmPREP currently include but are not necessarily limited to: crop rotation (equivalent to CPS 512), rate and timing of nitrogen and phosphorus applications (equivalent to CPS 590), presence of cover crop (equivalent to CPS 340), type of tillage (equivalent to CPS 345 or 329), type of manure incorporation (equivalent to CPS 590), and presence/absence of a pre-existing filter strip (equivalent to 393) or grassed waterway (equivalent to CPS 412). A major goal of this pay-for-performance program is to give producers the opportunity to choose management strategies that work for them. The VPFPP program proposes to assist producers to acquire additional technical knowledge and to provide them access to and assistance in using the FarmPREP conservation planning tool, which will enable producers to make their own experience- and science-based practice implementation decisions that support statewide water quality and environmental stewardship goals. This planning process will be facilitated with the assistance of qualified TA providers working under third-party contracts, but will focus on ground-level engagement and the empowerment of producer decision-making. The planning stage of this project will involve the producer entering quality and complete farm planning data into FarmPREP and working with a qualified TA provider to use this planning tool to assess the water quality implications of potential practice implementation. Different management scenarios can be run in FarmPREP and compared, and this will guide the planning process through software driven optimization planning. FarmPREP will visualize which practices and practice suites could be effectively implemented on which fields, based on underlying field characteristics, and will provide analysis of different whole-farm or field-by-field management scenarios. This tool will therefore provide producers with estimates of the degrees of benefit that they could see by implementing different practices and practice suites. Ultimately, producers will determine a course of action for the year and for following years with the assistance of the FarmPREP tool. The farm will develop their planned land management for the year in FarmPREP with qualified TA providers and work to implement this plan, with practices following NRCS standards, over the course of the season. Later in the season, FarmPREP will be used again to document and model the actual implementation of practices done and producers will be paid based on the modeled performance associated with the implementation of these NRCS practices. During planning, it will be made clear to participating farms that for the practices they implement to be accurately modeled by the FarmPREP program and for the reductions resulting from those practices to be compensated for by this program, those practices will have to be implemented to a corresponding NRCS Conservation Practice Standard (CPS), or equivalent. Adherence to these NRCS CPS technical standards or equivalent will be verified in the field via spot checks by a qualified TA provider. Practices that do not meet the requisite CPS upon verification will not be permitted to be modeled for payment.

Planning
Considerations

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

The Lead partner and NRCS will follow the below described process to review both program eligibility and NEPA compliance on AFA applications: 1) Lead partner will provide NRCS a list of AFA applicants for initial eligibility review. NRCS will perform eligibility checks on AFA applicants through USDA software and return results to the lead-partner. AFA applicant information will be transmitted annually around February and NRCS will complete initial eligibility reviews. Initial eligibility reviews will include verification of USDA records, HEL/WC compliance, Farm Tract (FTE) compliance, and AGI compliance (pending approval of the requested AGI applicability waiver). NRCS will return initial eligibility findings to the lead partner within 30-days. 2) AFA applicants who do not have USDA farm records established will be referred to their USDA Service Center to complete the USDA forms necessary to ensure program eligibility prior to AFA contract-agreement award. AFA applicants will be provided a referral document prepared by the lead partner which will serve to inform USDA employees of the applicant's interest in the AFA program. The referral form will also inform the AFA applicant of the requirements to establish USDA farm records, including the need for HEL/WC eligibility requirements. NRCS Service Center employees will assist the AFA applicant to the maximum extent in establishing Farm Records and establishing program eligibility. During this process should an AFA participant not have HEL/WC compliance established NRCS Service Center Employees will work determinations into their standard workflow process. The HEL/WC determination process will generally be completed within 6-12 months. 3) The lead partner will complete additional internal eligibility checks and ensure the completion of Environmental Evaluations (EEs) for all eligible AFA participants. This will occur annually during January/February. Lead partner employees will be trained by NRCS on how to complete EE evaluations using the NRCS CPA-52 form. After being trained partner employees and/or qualified TA providers will prepare site-specific EEs for each farm where AFA funding will be utilized. The partner and will provide the completed EE forms to NRCS for review and approval as the Responsible Federal Official (RFO). NRCS employees will therefore only need to perform non-delegable tasks related to environmental compliance with the lead partner performing most field-related work. Partner understands that there may be additional materials required by the partner to support the EE review, including documentation of cultural resource consultation, which NRCS has agreed to complete using existing NRCS staff. AFA applicant information and corresponding site-specific EEs will be organized by county and provided to NRCS annually for review and approval. The lead partner is aware that EE evaluations using the above process are only applicable to AFA supported practices that meet NRCS standards and specifications. Deviation from NRCS standards and specifications are not covered by the CPA-52 process and as such must be completed using a more detailed NEPA approach subject to approval by NRCS. 4) Lead partner and NRCS staff involved in this process anticipate gathering for a Kickoff Coordination Meeting prior to the initial program application deadline to discuss the processes laid out above and to ensure successful collaboration under this program.

	<p>Document other planning related expectations of NRCS in partner/project planning processes above (if any).</p> <p>NRCS will retain the same roles and processes that currently exist in providing technical and financial assistance to eligible producers who are interested in improving or adopting a conservation practice through NRCS programs such as EQIP, CSP, AMA, or other RCPP programs. NRCS will also continue to interact with VAAFM in the pre-existing collaborative processes and Vermont Agricultural Water Quality Partnership (VAWQP) Memoranda of Understanding (MOU), which are outside the scope of this AFA agreement.</p>
<p>Design Considerations</p>	<p>Document specific standards, processes, reviews and quality assurance processes that partner will use to design Land Management activities.</p> <p>This program is a pay-for-performance program. VAAFM will compensate producers for the P reductions documented as a result of a producers' land management plan. P-reductions will be based off the modeled effects of the implementation of practices. Practices installed to receive phosphorus performance payment under this AFA agreement will be verified to NRCS Conservation Practice Standards (CPS), or equivalent. Practices that can be modeled in FarmPREP currently include but are not necessarily limited to: crop rotation (equivalent to CPS 512), rate and timing of nitrogen and phosphorus applications (equivalent to CPS 590), presence of cover crop (equivalent to CPS 340), type of tillage (equivalent to CPS 345 or 329), type of manure incorporation (equivalent to CPS 590), and presence/absence of a pre-existing filter strip (equivalent to 393) or grassed waterway (equivalent to CPS 412). TA providers will assist producers during the planning process to ensure that producers have a robust understanding of how to install practices to meet NRCS CPS, and to ensure that producers are aware that practices that do not meet the requisite CPS upon verification will not be permitted to be modeled for payment.</p> <p>Document expectations of NRCS in design (or design reviews/approvals) above (if any).</p> <p>N/A</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>For the practices that a producer implements to be accurately modeled by the FarmPREP program and for the reductions resulting from those practices to be compensated for by this AFA program, those practices will have to be implemented to a corresponding NRCS Conservation Practice Standard (CPS), or equivalent. Adherence to NRCS technical standards or equivalent will be verified in the field by a qualified TA provider, who will be contracted to perform this work. The verification protocol will be performed by qualified TA providers who are familiar with field-checking practice implementation to NRCS standards. These TA providers will be operating under third-party TA contracts. Practices that do not meet the requisite CPS upon verification will not be permitted to be modeled for payment.</p>

Document specific methods partner will employ to ensure that payments to beneficiaries are defensible and RCPP Land Management share of assistance does not exceed anticipated supplemental agreement valuation payment methods.

Eligible and enrolled producers will receive partner-producer agreements according to the process described earlier in this agreement. Partner-producer agreement payment caps will be established and a program budget set each year. Depending on the stage of the recipient's involvement in the program and the results of our ranking process, recipients may receive partner-producer agreements for either data entry, payment for phosphorus, or both - these partner-producer agreements will each include a maximum amount payable to each farm. Therefore, during our ranking process and development of partner-producer agreements, VAAFMM will work to ensure that expected expenditures do not exceed budget for assistance.

Performance-based payment to enrolled producers will be directly linked to the outcomes under each recipient's partner-producer agreement, namely the exact environmental benefit of their participation in this program, as calculated from FarmPREP modeling. FarmPREP will model reductions in whole-farm P loss above an VAAFMM-set threshold of additionality and will be based on field practice implementation verified by qualified TA providers. Prior to payment, the partner-producer agreement file materials will be reviewed. VAAFMM program staff will ensure that all necessary paperwork is on file, that all relevant data is reviewed and that successful implementation of the deliverables in the partner-producer agreement has been verified and documented to a suitable standard. VAAFMM program staff will then calculate the total payment due to the beneficiary, which will not exceed the amount set aside for the beneficiary in their partner-producer agreement. Following VAAFMM's payment release protocol, two additional reviews of partner-producer agreement file materials will occur when routed through the VAAFMM Business Office prior to payment approval and release. This rigorous process will ensure that payments to beneficiaries are defensible, adhere to the terms of the beneficiaries' partner-producer agreements, and do not exceed our anticipated payments as will be defined in the Supplemental Agreement.

Document beneficiaries of land management activity funding meet Farm Bill Eligibility requirements (specifically Highly Erodible Land/Wetland Compliance [HEL/WC] and adjusted gross income [AGI]).

As described above, prior to signing grant agreements with a producer VAAFMM will collaborate with NRCS to ensure that Farm Bill Eligibility requirements are met. The results of this review will be kept on file. VAAFMM is additionally requesting an AGI applicability waiver for this program, if that waiver is not granted, VAAFMM will ensure that adherence to AGI requirements are verified and documented.

Document expectations of NRCS in checkout (if any), and or document relationship between partner Land Management activity checkouts processes and proposed supplemental agreement payment methods.

VAAFMM staff will perform required checkout-related processes. Payments to producers will occur after successful verification that all partner-producer agreement deliverables are met. Payment will occur via pre-existing VAAFMM payment processes, following verification and payment review by program staff and the VAAFMM Business Office. According to an agreed-upon invoicing schedule, VAAFMM will invoice NRCS after payments occur, requesting

Checkout and
Completion
Considerations

	<p>reimbursement for the payments outlaid to producers and contractors through the RCPP AFA program.</p>
<p>Operation and Maintenance</p>	<p>Document processes partner will use post installation during term of PPA to ensure land management activities are operated and maintained in accordance with applicable technical standards (e.g. practice lives, partner program contracting expectations etc.)</p> <p>This program almost exclusively incorporates the documentation of annual field practices. Additionally, the lifespan of each partner-producer agreement delivered under this project is one year. The annual field practices that the farmer reports as being installed each year will be verified at least once annually by qualified TA providers who are experienced with field verification to standards that meet or are equivalent to those of NRCS, and successful verification will be necessary prior to payment for the year.</p> <p>Document expectations of NRCS in O&M (if any). N/A</p>
<p>Conflict of Interest</p>	<p>Partner must avoid appearance and actual conflict of interest. Document any Land Management FA activities/projects described in the proposal where the Lead Partner is identified as both the partner and the direct or indirect beneficiary for which FA payment eligibility rests (vs. standard expectation that a partner should be the provider or conduit of FA benefits to other eligible producers.) N/A</p>
<p>Appeals</p>	<p>Document process partner will use to address beneficiary and or contractor concerns or appeals.</p> <p>Beneficiary and contractor concerns or appeals will be addressed on a case-by-case basis, in accordance with any applicable laws, state granting and/or contracting policies and procedures, the terms of the applicable contract or partner-producer agreement, and in consultation with legal counsel and VAAFm leadership as appropriate.</p>
	<p>Document specific expectations of NRCS/Partner interactions not captured elsewhere</p> <p>NRCS involvement in this project will primarily focus on non-delegable tasks described in previous sections. In addition, limited other NRCS/Partner interactions specifically focused on furthering the VFPF program may fall under the scope of this agreement: 1) VAAFm and NRCS Kickoff Coordination Meeting The VAAFm VFPF program team and NRCS staff involved in the federal eligibility determination process for this project will convene in 2021, and annually thereafter as needed, for a project management meeting. This meeting will discuss roles and responsibilities of involved parties, compliance check timelines, and potential risks. 2) Stakeholder Advisory Panel The NRCS State Conservationist or designee will be invited to voluntarily represent NRCS on the Stakeholder Advisory Panel for this program. This may involve attendance at half day meetings at least once but no more than three times a year. Intermittent topic focused meetings may be held, which will reduce the need for full attendance at every meeting. 3) Annual Training Expectations NRCS Staff serve many farms across the state in providing a variety of services and are a valuable avenue of communication about the VFPF program to farms. An annual training is likely to be deemed</p>

<p>Additional NRCS/Partner Coordination Needs</p>	<p>necessary to provide relevant NRCS field- and customer-facing staff with program information and/or guidance documents. This will ensure all NRCS staff have accurate information they can share with farms about VFPF pre-requisite form requirements, application processes, and eligibility.</p> <p>*Interactions outside the scope of the agreement: Unless a meeting or event is dedicated specifically to the VFPF program, NRCS staff will not charge their time toward this agreement. NRCS will continue to interact with VAAFMM in the pre-existing collaborative processes between VAAFMM and NRCS, and as described under the Vermont Agricultural Water Quality Partnership (VAWQP) Memoranda of Understanding (MOU). Additional coordination and collaboration efforts between NRCS and VAAFMM may include VAAFMM providing updates at the NRCS State Technical Committee meeting as requested by NRCS or as deemed relevant by VAAFMM. Update and discussions about VFPF may be held with partners at VAWQP Steering Committee meetings, or other partner meetings as applicable. All of these interactions are outside the scope of this AFA agreement. Additionally, as the lead partner on this program, VAAFMM is prepared to be the point of contact on all public outreach and messaging regarding the program, including press events. VAAFMM will draft outreach materials and manage primary press interactions. NRCS may be consulted on a case-by-case basis for review of specific points to outreach materials and will be invited to provide statements or attend press events. NRCS may, of their own volition, host, publicize, or communicate regarding this program at any time but outreach of this nature would not be expected by the program or represent an eligible cost to be borne by this program.</p>
<p>Other Conservation Flexibilities:</p>	<p>Document other negotiated flexibilities not captured elsewhere N/A</p>
<p>Other Conservation Innovations</p>	<p>In circumstances where existing tools, methods, and not captured in prior fields negotiated conservation innovations</p> <ul style="list-style-type: none"> • Pay for performance details beyond "steps" above. • Ect.
	<p>Will this project rely on pay-for-performance? Yes</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 should be made to other sections in this exhibit as necessary e.g. planning or design.)</p> <p>TThe Vermont Pay-For-Phosphorus (VFPF) Program will be a pay-for-performance program that will pay for Phosphorus (P) reductions above a threshold set by VAAFMM against a historic baseline of management. Phosphorus reductions above this threshold will represent additionality of stewardship for Vermont farms. In calculating contemporary “reductions”</p>

Other Conservation Innovations:

above this threshold, VAAFMM will use field-by-field modeled base P loading derived from the historic management assumed in the development of the Lake Champlain Basin (LCB) Total Maximum Daily Load (TMDL) for Phosphorus. Phosphorus reductions will be modeled using the Farm Phosphorus Reduction Planner (FarmPREP) tool, a web-based application developed for Vermont by Stone Environmental that builds off the USDA Agricultural Policy Environmental eXtender (APEX) model which has been calibrated statewide in Vermont. See “Planning” section above for more information on use of this tool in practice planning. Modeled P reductions in FarmPREP result from reporting of the management choices in operation on each crop field of a farm. Information that can be modeled in FarmPREP currently include but are not necessarily limited to: crop rotation, rate and timing of nitrogen and phosphorus applications, presence of cover crop, type of tillage, type of manure incorporation, and presence/absence of a pre-existing filter strip or grassed waterway. This program will aggregate field-by-field results from FarmPREP across all crop fields managed by a farm, to calculate whole-farm estimates of (1) Current P loss, (2) P loss assumed under LCB TMDL assumptions, and (3) Compensable reductions in P loss which are those pounds of P reduced beyond the threshold set by VAAFMM. Farms will be paid a rate per pound of compensable reductions in P loss across the farm. See “Overview and Eligibility: Work by Producers on Eligible Land” section above for more information on payment types, compensation rates and methodology.

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

General Expectations.

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

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

Table 1B-1: RCPP Land Management: Required and Typical TA Tasks

NRCS will retain TA-I for the following tasks:

- Project and agreement management to include:

- Developing and managing PPA with Lead Partner
 - Managing RCPP supplemental agreements
 - Third-party arrangements with non-lead partners
 - Other third-party arrangements (engineering, archaeologists, etc.)
- Inherently Governmental functions to include:
 - Highly Erodible Land and Wetland (HEL/WC) compliance
 - Adjusted Gross Income (AGI) eligibility
 - Responsible Federal Official for environmental compliance activities
 - National Environmental Policy Act compliance
 - National Historic Preservation Act Section 106 (Section 106) consultations
 - Endangered Species Act (ESA) consultations

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

Subject to NRCS determination that the TA-I retained for the tasks listed above will support all NRCS responsibilities in this agreement and associated exhibits, TA-I for delivery of the tasks below may be negotiated and budgeted to support supplemental agreement negotiations and awards to the lead partner.

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

- Steps 1 and 2 – identify resource concerns and opportunities, determine objectives;
 - Landowner interview
 - Initial site visits and assessment
- Steps 3 and 4 – inventory resources and analyze resource data;
 - Additional site visits
 - Documenting resource concerns
 - Preparing maps
 - Database research
 - Perform assessments using the appropriate business tools
- Step 5 and 6 – formulate and evaluate alternatives;

- Prepare preliminary designs
 - Prepare proposed conservation plan
 - Conduct additional applicant interviews
 - Conduct additional site visits
- Step 7- make decisions;
 - Document applicant decisions
 - Assess any Land Management activity applications
 - Digitize plan
 - Final conservation plan
 - Final maps
 - Select Land Management activity applications
 - Complete any Land Management contracting activities
- Step 8 – implement the plan;
 - Planning
 - Uses must be directly related to installation or management of Land Management activities
 - Design
 - Site survey
 - Geologic investigations, test pits, and other geotechnical tests and software runs
 - Detailed analysis and Final Design
 - Job-sheets
 - Cost estimates
 - Engineering review
 - Installation
 - Site layout
 - Pre-construction meetings
 - On-site oversight
 - Evaluating changes/updating designs/processing modifications
 - Checkout
 - Documentation of installed/completed activities meeting NRCS standards
 - Processing payments
 - Finalize/Provide Operation and Maintenance Requirements
 - Support appropriate 900 series practice payments (in producer contracts)
- Step 9 – evaluate the plan;
 - Follow-up visits for operation and maintenance
 - Evaluation, monitoring, and reporting
- Any post-project covered program land management contract support

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

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

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

<p>RCPP TA Practice Type</p>	<p>Description and rationale should cover each FA Land Management related RCPP TA practice type for which NRCS use TA-I funds are budgeted except where such funds are limited to the default amount for inherently governmental services specified in the APF (e.g. 2020 AFA APF specified reservation of a minimum of 5% NRCS use TA-I).</p> <p>NRCS TA funds will be limited to the default amount for inherently governmental services specified in the APF (5% of funds towards non-delegable NRCS TA-I). For this project NRCS is not expected to need any additional TA-I funds, as VAAFM, the Lead Partner, intends to perform delegable TA-I tasks internally or to contract them to qualified non-NRCS TA providers. NRCS tasks that may be funded by this 5% of funds towards non-delegable NRCS TA-I include: 1) Producer Eligibility review and approval 2) Management and administration of RCPP AFA Programmatic and Supplemental Agreements, including review of annual reports 3) Attendance at Stakeholder meetings and other specific coordination with VAAFM related to producer enrollment, as described in "Additional NRCS/Partner Coordination Needs" *Please note that unless a meeting or event is dedicated specifically to the VPFP program and/or to the enrollment of particular producers in the VPFP program, NRCS staff will not charge their time toward this agreement. Ancillary outreach and updates relating this AFA project attended or accessed by NRCS staff members should not be construed to be "billable" by NRCS.</p>
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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 of for TA-E awards.

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

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

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

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

VAAFM will be hiring one full-time position to work exclusively on this project. (This position will perform both enhancement (~30%) and implementation (~70%) roles on the project.) Project Management enhancement TA will be used to support approximately 30% of this person's time, which will cover their time spent on tasks such as but not limited to organizing with partners and staff, developing guidance materials, assessing outcomes and developing reports, providing trainings to partners, et cetera. This allocated TA-E "bucket" will additionally be used to support direct Operating Expenses for this position exclusively for the RCPP AFA project, including but not limited to travel expenses, space fees, laptop purchase, and cell phone expenditure.

Communication and Coordination

N/A

Outreach and Education

Outreach and Education TA-E funding will support targeted outreach and education initiatives. This TA-E bucket may support contracted outreach to under-represented farm groups and historically underserved producers, as well as per diem stipends for farmers to encourage their participation on the Stakeholder Advisory Group and at RCPP-AFA-related panels and other outreach events.

Defined Outcome Assessment

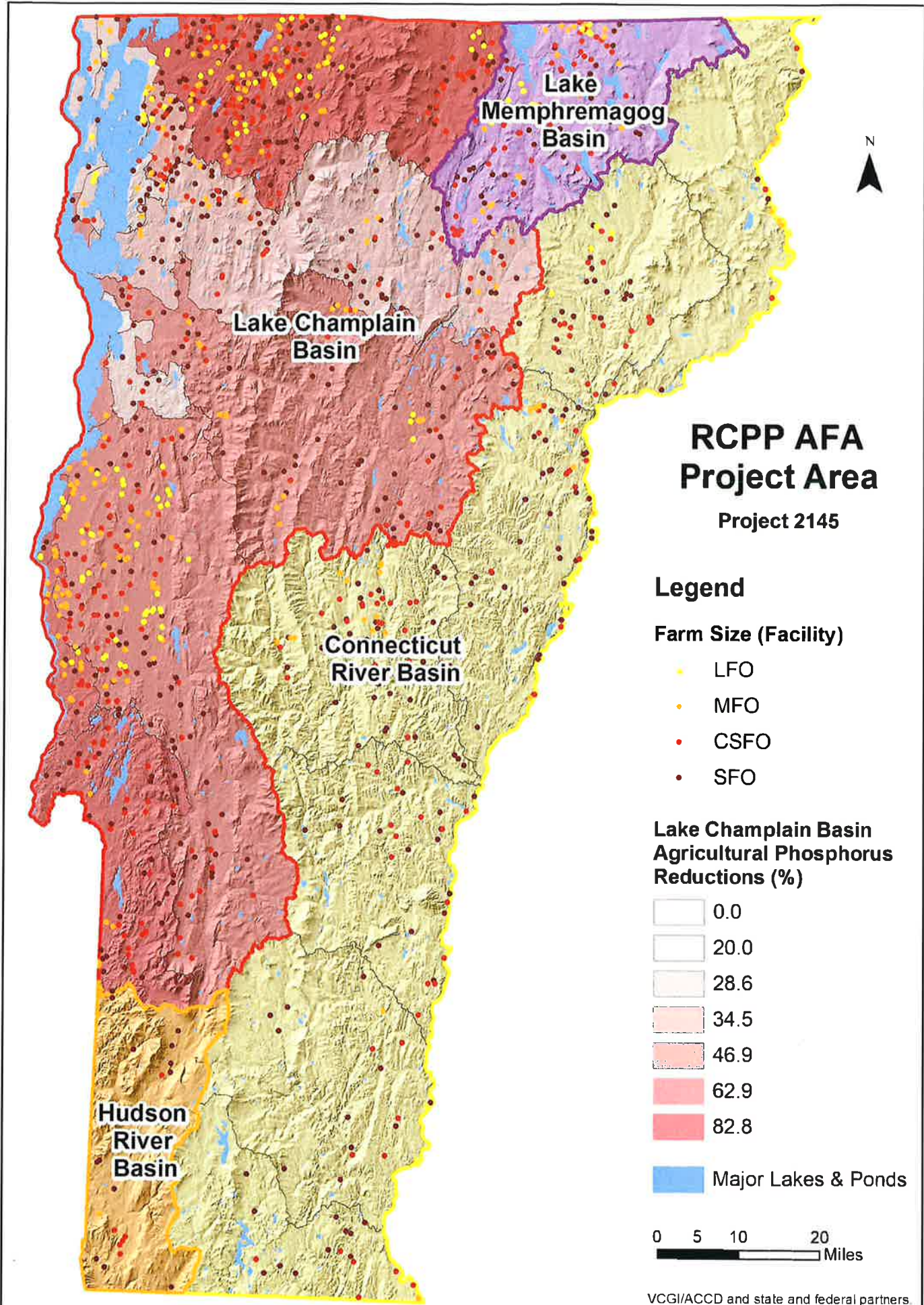
Outcome Assessment TA-E funding will be contracted or granted to qualified partners to support assessment of outcomes as laid out in "Outcomes" portion of the Programmatic Agreement.

Conservation Innovation

Conservation Innovation TA-E funding will be contracted to Stone Environmental, an Information Technology contractor and used to support the development, editing, hosting, and ongoing technical support necessary to optimize the Farm Phosphorus Reduction Planner (FarmPREP) tool for this RCPP AFA project.

Other Eligible Purposes

N/A



Lake Memphremagog Basin

Lake Champlain Basin

Connecticut River Basin

Hudson River Basin



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)

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.

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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.

<p><u>Partner to Provide</u> Information to NRCS consistent with terms of the programmatic partnership agreement:</p>
<p>Partner(s) shall provide the following information to support this project:</p> <ul style="list-style-type: none">✓ 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. <p>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:</p> <ul style="list-style-type: none"><input checked="" type="checkbox"/> Complete contact and locational information for potential program (producer) participants, applicants and/or producer contract holders<input checked="" type="checkbox"/> Applicable application data received from applicants<input checked="" type="checkbox"/> Applicable contract data related to producer participants<input checked="" type="checkbox"/> Plan and or Resource Inventory information of potential or actual participants

<p><u>NRCS to provide Information</u> to Partner consistent with terms of the programmatic partnership agreement:</p>
<p>NRCS shall provide the following information to support this project:</p> <ul style="list-style-type: none">✓ 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. <p>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:</p>

PPA-2145-A-0123

- 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

PPA-2145-A-0123

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:

PPA-2145-A-0123

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.

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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


 e-Signed by Diane Bothfield
For, if applicable:
On 03-04-21

Diane Bothfield, Director Administrative Services. VAAFM

March 4, 2021

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.

 Digitally signed by OBEDIAH
RACICOT
Date: 2021.03.04 10:57:21 -05'00'

Obediah Racicot, Acting for Vicky Drew State Conservationist

March 4, 2021

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

Variance not Available for AFA Projects _____

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 cooperater 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.

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:	
Exemption not Available for AFA Projects	
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).	
Exemption not Available for AFA Projects	
State Conservationist:	Date:

From: [Eric Howe](#)
To: [Gage, Nina](#); [Rupe, Marli](#); [Vaughan, Matt](#)
Cc: [Montour, Mary](#); [Patch, Ryan](#); [Howlett, Sonia](#); [Coleman, Sarah](#)
Subject: RE: Permission Request for Match - AAFM LCBP EPA Funding
Date: Wednesday, March 10, 2021 10:56:05 AM
Attachments: [image010.png](#)
[image012.png](#)
[image013.png](#)

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Hi Nina,

Thank you for this clarification. Your proposal below works for me, pending successful execution of an agreement between VT DEC and EPA Region 1 for the projects identified with FFY21 funding.

Good luck with this project!

Eric

Eric Howe

(Pronouns: he/him/his)

NEIWPCC Program Director

Lake Champlain Basin Program & Champlain Valley National Heritage Partnership

54 West Shore Rd., Grand Isle, VT 05458

P: 802-372-3213

ehowe@lcbp.org

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From: Gage, Nina <Nina.Gage@vermont.gov>

Sent: Wednesday, March 10, 2021 10:06 AM

To: Rupe, Marli <Marli.Rupe@vermont.gov>; Eric Howe <EHowe@lcbp.org>; Matthew Vaughan <mvaughan@lcbp.org>

Cc: Montour, Mary <Mary.Montour@vermont.gov>; Patch, Ryan <Ryan.Patch@vermont.gov>; Howlett, Sonia <Sonia.Howlett@vermont.gov>; Coleman, Sarah <Sarah.Coleman@vermont.gov>

Subject: RE: Permission Request for Match - AAFM LCBP EPA Funding

Good morning,

Marli thank you for prompting this clarification.

The terminology used is 'partner contribution' for RCPP which is distinct from matching funds. From question 15 in the attached FAQ document "The partner contribution expectation for AFA projects, which is distinct from the matching funds concept ... is the same as for RCPP Classic—NRCS's goal is

that each project provide meaningful, value-added partner contributions that at least equal NRCS funding."

Further clarity from the [RCPP Program](#) information "RCPP does not require a match. However, the statute requires an eligible partner to make a "significant contribution" to the overall cost of the project. A significant contribution can include financial or technical assistance, monitoring, and administrative services."

As we are required to report and maintain records we treat it and often refer to it as 'match', but Marli is correct in that it is actually 'contribution'. Apologies for causing any confusion on my part.

Kindly,

Nina Gage

802-622-4098

Vermont Agency of Agriculture Food and Markets

Water Quality

www.agriculture.vermont.gov

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From: Rupe, Marli <Marli.Rupe@vermont.gov>

Sent: Wednesday, March 10, 2021 7:58 AM

To: Gage, Nina <Nina.Gage@vermont.gov>; Eric Howe <EHowe@lcbp.org>; Vaughan, Matt <mvaughan@lcbp.org>

Cc: Montour, Mary <Mary.Montour@vermont.gov>; Patch, Ryan <Ryan.Patch@vermont.gov>; Howlett, Sonia <Sonia.Howlett@vermont.gov>

Subject: RE: Permission Request for Match - AAFM LCBP EPA Funding

Hi Nina

Can you confirm that this is actually "significant contribution" and not match, and therefore has the flexibility of being used as match for other uses (as in previous RCPP grants)? I assume so but just checking.

Thanks -marli

Marli Rupe (her/she)

Agricultural Water Quality Section Chief

Water Investment Division/Clean Water Initiative Program

1 National Life Drive, Davis 3

Montpelier, VT 05620-3522

802-490-6171 / marli.rupe@vermont.gov

<http://dec.vermont.gov/water-investment/cwi>

Due to the coronavirus (COVID-19) we are taking additional safety measures to protect our employees and customers, and

many DEC staff are working remotely while focusing on keeping our normal business processes fully functional. Please communicate with our staff electronically or via phone to the greatest extent possible since our processing of postal mail may be slowed during this period. Division staff contact information can be found online here: <https://dec.vermont.gov/water-investment/contacts>

Thank you for your patience during this challenging time. We wish you and your family the best.

Check out our new [Clean Water Project Explorer!](#)

Follow us on social media:



See what we're up to on our [blog!](#)

From: Gage, Nina <Nina.Gage@vermont.gov>
Sent: Tuesday, March 9, 2021 5:01 PM
To: Rupe, Marli <Marli.Rupe@vermont.gov>; Eric Howe <EHowe@lcbp.org>; Vaughan, Matt <mvaughan@lcbp.org>
Cc: Montour, Mary <Mary.Montour@vermont.gov>; Patch, Ryan <Ryan.Patch@vermont.gov>; Howlett, Sonia <Sonia.Howlett@vermont.gov>
Subject: RE: Permission Request for Match - AAFM LCBP EPA Funding

Good afternoon,

As you are all likely aware at this point, VAAFM has been awarded an NRCS AFA RCPP Grant Award to develop and administer the Vermont Pay for Phosphorus Program. We are finalizing negotiation of this award and I wanted to check back in with this group. VAAFM has included a revised estimate of \$1,500,000 in future cash match contribution sourced from the LCBP TMDL funding specifically allocated and pending allocation to the VAAFM Farm Agronomic Practice Program. We have not included any of the LCBP FY19 FAP funds initially proposed as match contribution, as they are likely to be expended in short order.

I am emailing you all to confirm VAAFM's proposed use of these funds as match contribution towards our RCPP AFA Award. There is no indication in our MOA with DEC on any required approvals or process to confirm use of these funds as match contribution, but I wanted to make sure everyone has this information.

FY20 FAP Funds \$ 750,000 – Awarded Pending Executed Agreement with DEC

FY21 FAP Funds \$ 750,000 – Proposed, and Under Review

Total Estimated Match Contribution Funds Originating from LCBP \$1,500,000

Please note that if these figures change e.g. funds still under negotiation, there is always the opportunity to complete an amendment as applicable within our RCPP AFA award. These figures are purely an estimate for our match contribution throughout the award. Please let me know by Friday March 12th if you have any questions or concerns.

Kindly,

Nina Gage

802-622-4098

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Water Quality

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From: Rupe, Marli <Marli.Rupe@vermont.gov>

Sent: Thursday, May 28, 2020 2:49 PM

To: Gage, Nina <Nina.Gage@vermont.gov>; Eric Howe <EHowe@lcbp.org>; Vaughan, Matt <mvaughan@lcbp.org>

Cc: Montour, Mary <Mary.Montour@vermont.gov>; Patch, Ryan <Ryan.Patch@vermont.gov>; Howlett, Sonia <Sonia.Howlett@vermont.gov>

Subject: RE: Permission Request for Match - AAFM LCBP EPA Funding

No, there was no AAFM match in the RCPP renewal, including funds that had been transferred to AAFM from DEC.

I will have to check to see if these LCBP funds have been used as match to anything else – I am not aware of this but can't confirm yet. I'll find out as quickly as possible.

Marli

From: Gage, Nina <Nina.Gage@vermont.gov>

Sent: Thursday, May 28, 2020 2:38 PM

To: Eric Howe <EHowe@lcbp.org>; Vaughan, Matt <mvaughan@lcbp.org>; Rupe, Marli <Marli.Rupe@vermont.gov>

Cc: Montour, Mary <Mary.Montour@vermont.gov>; Patch, Ryan <Ryan.Patch@vermont.gov>; Howlett, Sonia <Sonia.Howlett@vermont.gov>

Subject: RE: Permission Request for Match - AAFM LCBP EPA Funding

Good afternoon,

Thanks for the prompt reply Eric, we appreciate your support from LCBP in this effort. To the best extent of VAAFMs knowledge, there are no existing matches pledged on these funds from VAAFMs.

Marli are you able to confirm if these funds are currently pledged as match for any other RCPP or state matching needs within ANR DEC?

Kindly,

Nina

From: Eric Howe <EHowe@lcbp.org>
Sent: Thursday, May 28, 2020 2:27 PM
To: Gage, Nina <Nina.Gage@vermont.gov>; Vaughan, Matt <mvaughan@lcbp.org>; Rupe, Marli <Marli.Rupe@vermont.gov>
Cc: Montour, Mary <Mary.Montour@vermont.gov>; Patch, Ryan <Ryan.Patch@vermont.gov>; Howlett, Sonia <Sonia.Howlett@vermont.gov>
Subject: RE: Permission Request for Match - AAFM LCBP EPA Funding

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Hi Nina,

Thank you for your note. If these funds are not already committed for other RCPP programs or other State matching needs, then I agree this would be an appropriate use of these funds as match for your RCPP application.

Thank you, and good luck with your application!

Eric

***** LCBP staff are working remotely and the Grand Isle office and Resource Room at the ECHO Leahy Center are closed to visitors due to the Vermont Stay at Home order by the Governor in response to the COVID-19 epidemic. Please call or email and we will respond as soon as possible. Staff are able to check voicemails remotely. Thank you for your patience during this time! *****

Eric Howe

NEIWPC Program Director

Lake Champlain Basin Program & Champlain Valley National Heritage Partnership

54 West Shore Rd., Grand Isle, VT 05458

P: 802-372-3213

ehowe@lcbp.org

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From: Gage, Nina <Nina.Gage@vermont.gov>

Sent: Thursday, May 28, 2020 2:23 PM

To: Eric Howe <EHowe@lcbp.org>; Matthew Vaughan <mvaughan@lcbp.org>; Rupe, Marli <Marli.Rupe@vermont.gov>

Cc: Montour, Mary <Mary.Montour@vermont.gov>; Patch, Ryan <Ryan.Patch@vermont.gov>; Howlett, Sonia <Sonia.Howlett@vermont.gov>

Subject: Permission Request for Match - AAFM LCBP EPA Funding

Importance: High

Good afternoon,

I am emailing with a request in writing to use Lake Champlain Basin Program (LCBP) funding detailed below as match pledged by the Agency of Agriculture towards a proposal for RCPP AFA funding for the Vermont Pay for Phosphorus Program. My sincere apologies for the last minute request.

The Vermont Agency of Agriculture, Food and Markets (AAFM) requests permission to pledge \$1,025,000 in total cash match from funding awarded to AAFM from Agency of Natural Resources Department of Environmental Conservation (ANR DEC) through the LCBP US Environmental Protection Agency (EPA) funding towards the following programs:

- FY 19 - \$175,000 – Farm Agronomic Practice Program [2019 - LC-00A00500]
- FY 20 - \$750,000 – Farm Agronomic Practice Program [Agreement pending with DEC, agreement reference number not available at this point]
- FY 19 - \$100,000 – Vermont Environmental Stewardship Program: Comparison of Stewardship Evaluation Tools and Models and the Development of Ecosystem Valuation Criteria [2019 - LC00A00500-0]

Proposal Summary:

The Vermont Pay-For-Phosphorus (VPFP) Program proposal to the USDA NRCS RCPP AFA program aims to build a novel Pay-for-Performance program in the State of Vermont that will pay for phosphorus reductions above Total Maximum Daily Load (TMDL) reduction requirements. This approach has been identified as a need in Vermont over the last couple of years after discussions with farmers, agricultural stakeholders, and water quality partners.

P-reductions will be modeled using the Farm Phosphorus Reduction Planner (FarmPREP) tool, a web-based application developed for Vermont by Stone Environmental that builds off the NRCS Agricultural Policy Environmental eXtender (APEX) model. Modeled P-reductions in FarmPREP result from practice and nutrient management data. Reductions will be calculated above the modeled base load for each of the farm's fields, aggregated across the farm. The modeled base load is based on the historic land management assumptions that originally went into creating the Lake Champlain Basin TMDL.

Thank you kindly for your prompt consideration of this matter. If we are awarded funding through this RCPP opportunity, we are happy to provide more detail in writing on the exact timing and match contributions. Please feel free to give me a call if you have any questions.

Kindly,

Nina Gage

802-622-4098

Vermont Agency of Agriculture Food and Markets

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