**Attachment C**

**Partnership Agreement Template – Wetland Reserve Enhancement Partnership (WREP)**

***Agreement Instructions****: This document serves as a template for NRCS employees to use for development of partnership agreements for approved WREP projects with eligible partners. Remove, replace or modify any items show in italic as appropriate and needed. Other than insertion of information within “[ ]” brackets, the following items are not to be modified, changed or removed from the document: Agreement Title; I. Authority; II. Background; III. Purpose; IV(C) Mutually Agreed Responsibilities; V. Duration (except dates, names); VI. Provisions. Items 4A “NRCS Responsibilities” and 4B “Partner Responsibilities” must be modified to accurately document details of NRCS and partner agreed-to responsibilities based upon the approved WREP proposal. Only those items that NRCS has the legal authority and resources to provide may be included in the agreement. Questions regarding proposed agency responsibilities or clarification for use of this template should be directed to the national WRE program manager, Andrew James, at (202) 720-9474, or Andrew.James@wdc.usda.gov.*

**Partnership Agreement Between the [Name of Partner Entity] and USDA Natural Resources Conservation Service (NRCS) through provisions of the Wetland Reserve Enhancement Program (WREP)**

**NRCS XX-XXXX-X-XXX** *(Enter NEST Project –Number, duration term)*

**Introduction:**

This Partnership Agreement is entered into between the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service, henceforth named “NRCS” and the [Name of Partner Entity], henceforth named [“Partner Name”]. NRCS and [Partner Name] are engaged in complementary and compatible activities related to providing financial and technical assistance to landowners through provisions of the Wetland Reserve Enhancement Partnership (WREP) a component of the Agricultural Conservation Easement Program - Wetland Reserve Easements (ACEP-WRE). Partnership activities include providing technical or financial assistance to encourage and facilitate restoration and protection of wetlands and associated habitats through enrollment of private and Tribal land into easements and 30-year contracts. Funds will be provided to eligible landowners by both NRCS and partner to the agreement.

**I. Authority**

This agreement is entered into in accordance with:

Agricultural Conservation Easement Program, subtitle H of title XII of the Food Security Act of 1985, as amended by section 1265C(e) of the Agricultural Act of 2014 (Public Law 113-79) (the Act).

**II. Background**

The Wetland Reserve Enhancement Partnership (WREP) is a voluntary conservation program designed to foster coordination with eligible partners and to encourage eligible landowners to enroll their property into perpetual and 30-year conservation easements and contracts for the purpose of restoring, protecting and enhancing wetland and associated habitats. The assistance provided through this partnership agreement enables landowners to protect, restore, and enhance wetlands and associated habitats. The Secretary of Agriculture has delegated the authority for administration of WREP to the Chief of NRCS. Congress established WREP to assist potential partners in focusing efforts to designate and enroll high priority wetland areas based on input and identification of these areas by selected partners.

[Partner Name] has submitted a proposal to address priority wetland protection, restoration, and enhancement in the [Enter general description of area where partnership effort is focused]. [Partner Name] is an eligible partner entity and meets statutory requirements of WREP to carry out activities specified in this agreement and work with eligible program participants to help implement ACEP-WRE on eligible lands in [Approved Project Area].

NRCS is the lead Federal agency for wetland conservation on private land. In carrying out this role, NRCS provides voluntary conservation planning, technical and financial assistance to farmers, ranchers, and other landowners to address high priority wetland protection, restoration, and enhancement on private and Tribal land. Specifically, NRCS may provide financial and technical assistance from funds available through ACEP-WRE to eligible landowners on projects approved as a result of the partnership agreement.

**III. Purpose**

The purpose of this agreement is to establish a partnership framework for cooperation between NRCS and [Partner Name] to target and leverage resources to protect, restore, and enhance wetlands, and to improve associated habitats on eligible lands within the approved project area.

**IV. Responsibilities of Parties**

1. **NRCS will:** *(Add additional NRCS items based upon details of WREP proposal submitted and approved by Chief or State Conservationist.)*
2. Carry out and implement in good faith the provisions of this agreement.
3. Provide on an annual basis, technical or financial assistance through the Wetland Reserve Enhancement Partnership (WREP) as requested by the [Partner Name], to landowners located within the approved project area. Note: All funding beyond FY 2015 is subject to change based on availability of funds or other factors that may influence NRCS funding decisions. NRCS reserves the right and authority to reduce or discontinue project benefits to support this partner agreement based upon funds availability, changes in agency priorities, or inability of [Partner Name] to deliver resources or provisions of this agreement. Easement and associated restoration agreements executed with individual landowners as a result of this partnership agreement are assured of funding for the entire length of the approved agreement and not subject to provisions of this partnership agreement regarding fund availability.
4. Implement and administer WREP and to achieve successful restoration, protection, and enhancement enrollment of identified WREP projects as brought forth by efforts of partners to this agreement and targeted in the areas identified in the partner proposal. Such assistance includes use of recommendations from [Partner Name] for evaluation and ranking of program applications and for eligible landowners to facilitate easement transactions and restoration implementation within the approved project area.
5. Provide annual review and recommendations to [Partner Name] regarding the project to ensure success and implementation of easement transactions and related restoration implementation.
6. **[Partner Name, NEST data entry] will:** *(Add additional partner items based upon details of WREP proposal submitted and approved by Chief or State Conservationist.)*
7. Carry out and implement in good faith the provisions of this agreement.
8. Comply with NRCS guidance concerning the Freedom of Information Act (FOIA), Privacy Act, section 1244 of the Food Security Act of 1985, and section 1619 of the Food, Conservation, and Energy Act of 2008 (the 2008 Act), 7 U.S.C. Section 8791, require the Government to withhold certain information related to agricultural producers and others who participate in NRCS programs. Refer to Title 120, General Manual (GM), Part 408, Subpart C, “Freedom of Information Act and Privacy Act,” for NRCS policy regarding confidentiality of information.
9. Provide NRCS with a well-defined description and boundary of the project area for which NRCS ACEP-WRE benefits are to be offered. This includes refining the project area to specifically identify those areas that meet land eligibility criteria such as hydric soils, flooding frequency, seasonally high water table, and former or degraded wetlands.
10. Complete items in detailed “Plan of Work.” Delivery of technical or financial resources to be provided by [Partner Name]. The plan must identify specific technical and financial resources to be provided by the partner or other cooperating entities and the project timeframe for delivery of said resources to NRCS program participants.
11. Comply with the project “Budget,” which identifies other funding sources that support technical or financial resources identified in item #4.
12. Provide NRCS with an estimate of the annual amount of WREP funding specifically needed to enroll easements and implement restoration of wetland and associated habitats on eligible lands within the project area.
13. Provide NRCS with a list of suggested additional ranking criteria, if any, which may be added to existing ACEP-WRE ranking criteria, as determined by NRCS. The suggested criteria must relate to the WREP project area objectives to address priority wetland protection, restoration, and enhancement.
14. That [Partner Name] 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 the [Partner Name] and third parties to carry out project activities.
15. Provide NRCS with a list of agency-approved restoration practices the partner would like offered through WREP. The partner must also provide NRCS with recommendations for practice implementation costs and data needed by the agency to support the priority needs within the project area.
16. Provide the NRCS agency representative with semiannual reports during the project period and a final project report that documents project accomplishments and goals achieved. Such regular reports must document match expenditures and include activities and services that are provided by [Partner Name] to program participants to help achieve objectives of the agreement. Reports must also address partner efforts to monitor and evaluate within the approved project area. Additional report requirements, if appropriate and included in the WREP proposal, must include—
	1. Numbers of NRCS program participants assisted or cooperating in the project effort.
	2. Acres of easements enrolled and restored in the project area each year and for the final project report.
	3. Other partner or resource contributions from other agencies or organizations which help implement provisions of the agreement and further project objectives.
	4. Assistance provided to landowners to help meet local, State, and Federal regulatory requirements.
	5. Quantification of benefits and other information related to efforts to address water quality, water conservation, and other natural resource related concerns.
	6. Efforts to provide innovation in wetland protection, restoration, and enhancement methods and delivery of WREP, including new outcome-based performance measures and methods.
	7. Efforts related to renewable energy production, energy conservation, mitigating effects of climate change, adaptation, or fostering carbon sequestration.
	8. Efforts for outreach to, and participation of, beginning farmers or ranchers, socially disadvantaged farmers or ranchers, limited-resource farmers or ranchers, veterans, and Indian Tribes within the project area.
	9. Financial and technical assistance resources provided by the partner including the required percent match and any additional funding provided in furtherance of the agreement.
	10. The Privacy Act (authority: 5 U.S.C. Sections 301 and 522a; 31 U.S.C Section 9701). Employees must not disclose any private or sensitive data which is contained in a system of records NRCS maintains, by any means of communication to any person, or to another agency outside USDA, unless the disclosure is authorized in writing by NRCS. Employees whose duties require handling records in these systems must, at all times, protect the integrity, security, and confidentiality of private data and other sensitive data. Employees must exercise care so that information contained in these files is not inadvertently disclosed to families, friends, or others who have no need to know. Keep all private information in secure areas when not in use during office hours.
		1. Examples of Private Data: Social Security number (SSN); tax identification (ID) number; employees National Finance Center ID; account numbers; and farm, tract, or common land unit numbers.
		2. Examples of Sensitive Data: Name, address, or other geographic indicators; email address; phone number; race; gender; ethnicity; disability; birth date.

10. Other additional items: [*Identify and list other items included in the partner proposal that was specifically offered to support the project.*]

1. **It is mutually agreed upon by both parties:**
	1. To cooperate in developing and implementing restoration plans that address priority wetland protection, restoration, and enhancement in the defined project area.
	2. That the designated representative of [Partner Name] and the designated representative of NRCS will cooperate to develop procedures to ensure good communication and coordination at the various levels of each organization.
	3. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to person or property resulting in any manner from the conduct of its own operations, and the operations of its agency or employees under this agreement, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency or its own employees, while occupying or visiting the projects under and pursuant to this agreement. The Government’s liability will be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. Section 2671-80).
	4. That nothing in this agreement will commit NRCS to obligate funds to the [Partner Name], or vice versa, regarding funds NRCS may provide to eligible program participants.  However, this agreement is approved under WREP, due to commitment of the [Partner Name] to contribute [$ \_\_\_] non-Federal match towards the implementation of this WREP project, as identified in the attached budget (attachment B).  The parties concur that NRCS responsibilities under this agreement are contingent upon [Partner Name] providing the required Federal match towards implementation of the WREP activities identified under this agreement, and NRCS will track the non-Federal match and reserves the right to cancel this agreement at any time should [Partner Name] fail to provide the non-Federal match as represented.
	5. This agreement does not restrict either party from participating in similar activities with other public or private agencies, or organizations, and individuals.

**V. Expected Accomplishments and Deliverables**

[Insert list of deliverables derived from proposal]

1. Every 6 months, the partner must submit a written performance report. Each report will cover—
	1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
	2. The reasons why the goals and objectives were not met, if applicable.
	3. A final performance report, to be completed within 90 days of completion of the project.

**VI. Technical and Administrative Contacts**

* 1. NRCS technical and administrative contacts:

Name (technical contact)

Address

Telephone Number

Email Address

Name (administrative contact)

Address

Telephone Number

Email Address

* 1. [Partner Name] technical and administrative contacts:

Name (technical contact)

Address

Telephone Number

Email Address

Name (administrative contact)

Address

Telephone Number

Email Address

**VII. Duration**

This agreement takes effect upon the signature of NRCS, and will remain in effect for *[insert a period of no more than 4 years]* from the date of execution. This agreement may be extended or amended upon request of either NRCS or [Partner Name] as long as the extension or amendment does not extend this agreement beyond 5 years from date of execution, funds will not be added this after FY 2018. Either NRCS or [Partner Name] may terminate this agreement with a 60-day written notice to the other party.

**VIII. Provisions**

A. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, [Partner Name] employees, or otherwise serve or hold themselves out as representatives of [Partner Name]. NRCS employees must also not assist [Partner Name] with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with [Partner Name] concerning future employment and must refrain from participation in efforts regarding such actions until approved by the agency.

IX. List of Documents

Attachment A – Plan of Work

Attachment B – Budget Sheet

**X. Signatures:**

**IN WITNESS THEREOF, the parties hereto have executed this Partnership Agreement as of the date of the NRCS signature below.**

**Signed:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name of Executive Director or Authorized Partner Designee]

[Name of Partner Entity]

Date: [Enter Date Signed]

**Signed:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name] State Conservationist Natural Resources Conservation Service

[NRCS Agency Address]

Date: [Enter Date Signed]