



LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581
P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

Memorandum

Date: March 11, 2024

To: Executive Subcommittee members

From: Mike Sousek, General Manager

RE: Executive Subcommittee Meeting Minutes

The Executive Subcommittee met at 12:00pm on Monday, March 11, 2024, at the NRD Office Large Conference room in Lincoln. Subcommittee members present included Dave Landis, Bob Andersen, Chelsea Johnson, and Lisa Lewis. Directors Tom Green and Deb Eagan were absent. Legal counsel for the district attended. NRD staff members included Dave Potter, Chris Barber and myself.

The first item on the agenda was a brief discussion on the various places we have the district financials posted. Chris Barber will refer to the LPSNRD website at the upcoming board meeting to highlight where to find the current financials.

The second item on the agenda dealt with securing grant funds from the National Association of Conservation Districts. These funds help offset 75% of the salary of one of our resource technician positions. The district has secured these funds in the past and this is the sixth time we have been successful in securing these monies. **It was motioned by Director Andersen, seconded by Director Johnson to recommend the Board of Directors approve the 2023 Technical Assistance Memorandum of Agreement with the National Association of Conservation Districts (NACD), pending legal counsel review. Motion passed unanimously.** See attached MOA document.

Meeting was adjourned at 12:26PM

MJS

cc: Donna Reid, Chris Barber, Dave Potter

**Memorandum of Agreement Between
The National Association of Conservation Districts (NACD) and the Lower Platte South
Natural Resources District**

SUMMARY

This agreement (referred to as the "Agreement" or "MOA") is entered into by the National Association of Conservation Districts (referred to as "NACD"), located at 509 Capitol Court NE, Washington, DC 20002 and the Lower Platte South Natural Resources District (referred to as "Grantee".)

Grantee Contact Person: David Potter

Email Address: dpotter@lpsnrd.org

Phone Numbers: (402) 476-2729

NACD shall provide the Grantee with a grant in the amounts of:

EQUIP	\$30,375
CSP	\$6,750
COTA	\$9,075
TOTAL	\$46,200
Required Match	\$11,550

The Grantee agrees to provide minimum match of the amount of \$11,550.

The match must come from non-federal sources and should preferably be cash, but in-kind contributions or a combination of both is acceptable.

The final proposal is hereby made a part of this Agreement as Exhibit I. These funds are made available by a Contribution Agreement (FAN NR223A750022C002) between NACD and the Natural Resources Conservation Service (NRCS). The requirements as specified in NACD's Request for Applications (RFA) are also made a part of this Agreement as Exhibit II.

It is the intent of this Agreement and this project to increase the technical assistance available to the Grantee's community to improve the conditions of natural resources and the society that depend on them, while providing the maximum flexibility for the Grantee to carry out their responsibilities for these funds.

STATEMENT OF WORK

The Grantee shall undertake the work and activities set forth in Exhibit I, made a part hereof,

and incorporated by reference as if fully written herein.

The Grantee expressly acknowledges that this Agreement shall not be construed or interpreted as a contract of agency or employment. The Grantee shall furnish its own support staff necessary for the satisfactory performance of this Agreement.

NACD may, from time to time as it deems appropriate, communicate specific instructions and requests to the Grantee concerning the performance of the work described in this Agreement. Upon such notice and within 10 business days, the Grantee shall respond to such requests. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this Agreement and are not intended to amend or alter this Agreement or any part thereof.

Any or all materials created under this Agreement may be utilized by NACD and/or NRCS to promote outreach, educational and knowledge transfer nationally.

REPORTING

For the duration of the project, NACD will require quarterly Accomplishment and Financial reports as of the end of quarters dated March 31, June 30, September 30, and December 31. These reports are due April 20, July 20, October 20, and January 20 using the online reporting portal.

Quarterly Accomplishment Reports must address progress on carrying out technical assistance work outlined in Exhibit I. Quarterly Financial Reports must identify expenditures incurred. When expenditures and or metrics are not available as of the report deadline, a report is still required and should include a statement in the narrative section explaining the reason such information is not provided. Financial and Accomplishments Reports must be submitted with anything not previously reported. A Final Report is required within 30 days of the grant agreement end date or when grant funds are exhausted, whichever comes first.

NACD will respond to reports when and if there is either a request for guidance or a question of compliance with this Agreement. The Grantee shall consult with the personnel of NACD and other appropriate persons as necessary to assure understanding of the work and satisfactory completion thereof.

NACD agrees to cooperate with and provide assistance to the Grantee; which includes, designating a person or persons to whom the Grantee will contact and who will regularly

review, discuss, and meet with (as possible and necessary) the Grantee regarding the services provided, the time for performance of the services and to assist in arranging meetings, conferences and other arrangements with NACD personnel to facilitate performance under this Agreement, and to ensure that all information and issues required for review by NACD are made available to the Grantee.

The Grantee shall consult with the personnel of NACD and other appropriate persons as necessary to assure understanding of the work and satisfactory completion thereof.

TERM OF AGREEMENT

This Agreement shall be in effect and binding for both parties from December 21, 2023, until September 30, 2025, to carry out the work described in Exhibit 1 to the satisfaction of NACD.

This Agreement may be extended for an additional period for reasons agreed upon by both parties, including no-cost extensions or should additional funds become available. Expenses outside of this Agreement will not be eligible for payment unless approved in advance by the NACD.

This Agreement shall not obligate any participating parties to endorse, support, or otherwise influence any policy, legislation, or program activities.

TERMINATION

Either party to this agreement may terminate this agreement with a 30-day notice. In such a case any unused funds will be returned. This Agreement may also be terminated by NACD for noncompliance with its provisions.

RECORD KEEPING REQUIREMENTS

The Grantee shall keep all financial records in a manner consistent with generally accepted accounting procedures (GAAP).

Disbursements shall not exceed the total value of this Agreement. Expenditures or actual costs incurred shall be supported by documentation and data, as appropriate to support such disbursements. All disbursements for this Agreement shall be for costs incurred only after the effective date of this Agreement unless specific authorization for prior disbursements has been given in writing by NACD.

NON-DISCRIMINATION

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil

rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

PAYMENT TERMS AND CONDITIONS

Upon receipt of a signed copy of this Agreement, an initial payment for twenty-five percent of the Agreement amount will be issued to the Grantee. Assuming performance of the work continues on schedule, additional funds will be disbursed on a quarterly basis until the grantee has received their entire grant agreement amount.

NACD will disburse the final 10% of funding upon the satisfactory completion and validation of performance metrics. This withheld portion shall be released to the Grantee only upon the fulfillment of the agreed-upon metrics and reporting requirements. This practice ensures accountability, incentivizes successful performance, and maintains alignment with the established criteria before the full disbursement of funds.

All budgetary amendments, modifications, or alterations must be formally submitted in writing and approved by NACD before implementation. This written approval shall serve as the official authorization for any changes to the budget and must be documented accordingly. Any deviations or alterations made without prior written approval are considered invalid and not binding to the established budget guidelines.

AUDIT

Grantee assures NACD that it complies with Single Audit requirements under 2 CFR 200 ("Uniform Guidance"), Subpart F and that it will notify NACD of completion of required audits and of any adverse findings which impact this subaward. For a period of three (3) years after date of receipt of final payment, NACD, Federal Awarding Agency or an authorized representative shall have the right to audit, at its own expense and upon reasonable notice at a mutually agreeable time, all financial books, accounts, and records of funds received, and costs and commitments incurred under this Subaward. If any audit reveals a material discrepancy or error in reporting, Grantee will reimburse NACD upon request for the disallowed costs and expenses associated with such audit.

CONFLICTS OF INTEREST

The Grantee expressly acknowledges that no officer or employee of NACD has been employed, retained, induced, or directed by the Grantee to solicit or secure this Agreement with NACD upon an agreement, offer, understanding or implication involving the payment of any form of remuneration, whatsoever.

The Grantee agrees that, in the event NACD has substantial reason to believe that this provision has been violated, NACD may, at its sole option, consider this Agreement void; and in doing so, NACD is released from any and all obligations under this Agreement.

INDEMNIFICATION

Except where prohibited by law, the Grantee, at its own expense, shall defend and hold NACD, its officers and employees, harmless from all claims, expenses, damages and judgments, including attorney's fees, in the event of a suit or claim arising out of the grantee's performance in executing the services as stated in Exhibit I, including but not limited to, claims of infringement of a U.S. patent, trademark or copyright, or misuse or misappropriation of a trade secret. Similarly, NACD shall provide the Grantee with reasonable notice of such suit or claim and provide information required for the defense of same.

WARRANTY AND DISCLAIMER OF WARRANTY

The Grantee warrants that the work and activities as set forth in this Agreement shall be performed by trained and qualified personnel, and in a professional manner.

COMPLIANCE WITH LAW

The Grantee agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. The Grantee accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and all other taxes or payroll deductions required for all employees engaged by the Grantee in the performance of the work authorized by this Agreement.

CHANGES OR MODIFICATIONS

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, commitments, representations and understanding of the parties with respect to the services contemplated under Exhibit I of this Agreement. Any change, deletion, addition, or modification of any portion of this Agreement shall not be valid or binding upon either party, unless such change, addition, deletion or modification is agreed to in writing and signed by both parties under this Agreement. See also budget change requests above under

REPORTING.

ASSIGNMENT

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party, provided, however, that NACD may assign this Agreement to a related entity without such written consent.

CONSTRUCTION

This Agreement shall be construed and interpreted, and the rights of the parties determined in accordance with the laws of the District of Columbia.

FORCE MAJEURE

Neither party shall be responsible for failure to perform under this Agreement due to causes beyond the parties' control, including but not limited to, fires, civil disobedience, riots, embargoes, explosions, rebellions, strikes, work stoppages, acts of God or acts of any governmental authority or any other similar occurrence. The Grantee will notify and consult with NACD regarding the event and how to minimize its impact and make reasonable efforts to address the problem and carry out the obligations of this Agreement.

BINDING EFFECT

This Agreement shall ensure to the benefit and be binding upon the legal representatives of the parties hereto, subject to the grant of consent for assignment as provided in this Agreement.

SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signature date set forth below.

X _____
Chair or designated authority of the Grantee

Date

Printed name and title
Lower Platte South NRD

X _____
Jeremy Peters, CEO
National Association of Conservation Districts

Date

Attachments: Exhibit I - Statement of Work, Exhibit II - Request for Applications 2023, Exhibit III - Final Concurrence

Exhibit I – Statement of Work

TA2023 Workplan Development

Applicant: Lower Platte South Natural Resources District

Contact: David Potter

Address: 3125 Portia Street, Lincoln, NE 68521

Phone: (402) 476-2729

Email: dpotter@lpsnrd.org

This form needs to be completed and returned to NACD. **Please respond prior to January 26, 2024.** If you wish to decline the funding, select the declination option on the last page.

Return to chessa-frahm@nacdnrd.org and your NACD Region Representative.

Your revised funding award is below. Funding levels cannot be adjusted.

Funding Request

	Proposal	Revised Request
EQIP	\$40500	\$ 30375
CSP	\$9000	\$ 6750
COTA	\$12100	\$ 9075
Total	\$61600	\$46200

Required non-federal match: \$11550

Percent of original request funded: 75

Budgeted revisions required: Yes

Budget comments: Revise budget to reflect reduction in funding.

Grant Staffing

	<u>Proposal</u>	<u>Revised</u>
Resource Technicians:	1	<u>1</u>
Resource Conservationist/Planner:	0	<u>0</u>
Program Management Specialist:	0	<u>0</u>
Technical Specialist:	0	<u>0</u>
Organization Management:	0	<u>0</u>
Predicted Number of Hours worked:	2080	<u>1540</u>

Predicted Accomplishments

	<u>Proposal</u>	<u>Revised</u>
Expected Number of Contracts Obligated	25	<u>20</u>
Expected Number of Practices Implemented	50	<u>40</u>
Expected Number of Plans Assisted	50	<u>40</u>
Expected Number of CSP Presentations	2	<u>1</u>
Expected Number of Acres with Improved Management	10,000	<u>7,500</u>
Expected Number of Acres with Practices Implemented	5,000	<u>4,000</u>
Expected number of clients reached	100	<u>75</u>
Expected number of new producers reached	50	<u>35</u>
Expected number of Historically Unserved Producers reached	30	<u>20</u>

Expected Number of Farmer-to-Farmer Education Events/Presentations	2	<u>1</u>
Expected Number of Participants at Education Events/Presentations	30	<u>20</u>
Expected Number of New Coalitions or Partnerships	2	<u>1</u>

Proposed Environmental Outcomes:

The funded position will be responsible for the following activities: 1) Provide assistance with the development of conservation plans and contracts; 2) Conservation practice design, installation, and checkout; 3) Assist with annual FSA compliance status reviews; and 4) Assist with obligation and administration of federal contracts. The expected environmental outcomes from administering such conservation practices will reduce soil erosion, improve water quality, assist in flood control, and provide habitat to help protect all our natural resources.

Local Priorities:

In addition to the expected environmental accomplishments, this funded position will outreach to new and underserved farmers in the District to educate them on conservation practices and help enroll them into various NRCS conservation programs. This position will provide technical advice to those in the District to help advance our priorities and encourage equity, inclusion, justice and access to those in need. Each consultation with a producer or landowner will build a partnership for future conservation.

Statement on Equity and Environmental Justice

The Lower Platte South Natural Resources District Board's Civil Rights responsibilities is not to discriminate against race, age, gender, sexual orientation, national origin, disability, or religion when considering employment, contracting, or administering our programs. The Lower Platte South NRD is an Equal Opportunity Provider and Employer and such is stated in all program brochures and promotional literature. The District currently displays the "And Justice For All" poster in our office and recognizes the significance of the poster and its content is that employment, election, appointment and other activities are not based on race, color, national origin, sex, age, disability, etc. The Vision of the Lower Platte South Natural Resources District is "Protecting our natural resources for future generations" and our Mission is to "Maintain a sustainable environment through the conservation of land, water and wildlife". Our Vision and Mission are not based on race, color, national origin, sex, age, disability, etc.; rather they are based on the environment and our precious natural resources.

District(s) or Area(s) the staff will be working: Lower Platte South Natural Resources District

Point of Contact

Name: David Potter

Organization: Lower Platte South NRD

Title: Assistant General Manager

Date: 01/24/2024

Decline TA2023 Funding

We certify that matching funds do not involve any federal government funding or resources.

 _____

Approving Authority Name: Mike Sousek

Approving Authority Title: LPSNRD General Manager

Exhibit II – Request for Applications

SECTION 1: PROGRAM DESCRIPTION

1.1 BACKGROUND

Effective and equitable outreach, conservation education, technical assistance, and land stewardship has never been more important. Through historic federal investments (e.g., Bipartisan Infrastructure Law, Inflation Reduction Act, Climate Smart Commodities), the Natural Resources Conservation Service (NRCS) will invest over \$20 billion in working lands conservation over five years.

In order to achieve its climate and conservation goals, NRCS must enroll new and underserved producers into its conservation programs. Conservation Districts, their respective state/territory associations and agencies, Resource Conservation & Development Councils, and Tribal organizations can help provide the outreach, education, mentoring and technical assistance that helps farmers, ranchers, and forest stewards make informed decisions on their lands and enhance its sustainability. These organizations contribute to the mutually beneficial goals of supporting conservation through the technical and financial assistance programs provided to private land managers by NRCS.

1.2 OBJECTIVES

The Outreach and Technical Assistance Grant program is a partnership between NACD and NRCS. Our mutual goal is to achieve equitable outcomes for producers and communities while addressing conservation issues on private lands. This grant program explicitly provides Conservation Operations Technical Assistance (COTA), Environmental Quality Incentives Program (EQIP), and Conservation Stewardship Program (CSP) funding to advance NRCS programs. It also provides for opportunities to increase or create new opportunities for civic engagement (e.g., via outreach, Local Working Groups, conservation education initiatives). This ensures that locally led conservation remains a core community value and that conservation districts’ initiatives are inclusive and reflect the diversity of the communities they serve.

The table below provides examples of the expected impacts conservation districts may expect to achieve through this program.

Individual Impacts	Community Impacts	Civic Engagement
<ul style="list-style-type: none"> • Increase the number of producers who implement conservation plans and practices • Acknowledge and address historical barriers with the goals of: <ul style="list-style-type: none"> ○ Introducing new and historically underserved producers to conservation ○ Increasing participation in NRCS programs 	<ul style="list-style-type: none"> • Improve economic and environmental resilience in rural and urban communities • Address environmental justice issues, such as food security/sovereignty and access, heat equity, clean water initiatives, and access to outdoor recreation • Develop conservationists and leaders within the communities for long-term sustainment of programs and investments 	<ul style="list-style-type: none"> • Increase or create new opportunities for civic engagement in conservation (e.g., Local Working Groups, Conservation District Boards) • Increase awareness of the locally led conservation system and how producers’ voices can impact community outcomes • Develop and implement inclusive board succession plans/processes that advance DEIJA and ensure locally led

<ul style="list-style-type: none"> ○ Improve approaches to outreach and technical assistance 	<ul style="list-style-type: none"> • Support and advance Tribal conservation goals 	<p>conservation remains a core community value</p>
---	---	--

1.3 COMMITMENT TO EQUITY, JUSTICE, AND EQUAL OPPORTUNITY

NRCS and NACD are committed to advancing equity, justice, and equal opportunity by sustaining fairness in the way programs, services, and technical assistance are delivered. "Equity" means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian American and Pacific Islander persons and other persons of color; members of religious minorities; women and girls; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; persons who live in United States Territories and persons otherwise adversely affected by persistent poverty or inequality. Equity ensures that all individuals and communities have the opportunities and resources they need to reach equal outcomes.

Some groups of people are identified in Farm Bill legislation and in USDA policy as being Historically Underserved. Members of these groups have been historically underserved by, or subject to discrimination in, Federal policies and programs. Four groups are defined by USDA as "Historically Underserved," including producers who are: Beginning; Socially Disadvantaged; Veteran; and Limited Resource. See the NRCS website for further explanations and eligibility criteria:

<https://www.nrcs.usda.gov/getting-assistance/underserved-farmers-ranchers>

SECTION 2: GRANT INFORMATION

2.1 NACD POINTS OF CONTACT

Chloe Hundelt, NACD Grants Specialist, is the primary point of contact for this funding opportunity. Chloe can be reached at conservationprograms@nacdnet.org. NACD members may also reach out to their Regional Representative for questions and guidance.

2.2 AVAILABLE FUNDING

NACD expects to award approximately \$15 million in subawards.

2.3 ANTICIPATED PERIOD OF PERFORMANCE

NACD expects to notify successful awardees in September of 2023. Projects must be completed within 13 months of the start date.

2.4 ELIGIBLE APPLICANTS

Applications may be submitted by one of the following entities:

- Conservation Districts
- Conservation Districts’ respective state agencies (e.g., State Departments of Natural Resources, State Departments of Agriculture), so long as a Conservation District is engaged at the local level
- Resource Conservation & Development Councils

- Indian Tribal governments or intertribal consortia
 - Note: This includes Federally Recognized Indian Tribal Governments and State Designated Indian Tribes. Intertribal Consortia must meet the definition for eligibility in the Environmental Program Grants for Tribe Final Rule (40 CFR 35.504, 66 FR 3782, January 16, 2001 (FRL-6929-5)) and be a non-profit organization within the meaning of 2CFR 200.

2.5 ELIGIBLE GEOGRAPHIES

Eligible geographies include anywhere in the United States, including territories and the freely associated states of Palau and Federated States of Micronesia (FSM).

2.6 ELIGIBLE ACTIVITIES

Funding may be used to conduct outreach, advance education and stewardship, and provide technical assistance to landowners and operators. This includes conservation planning, enrolling producers into EQIP or CSP, and support from design through certification of conservation practices. COTA funding may also be used to improve capabilities to perform landscape scale planning including activities such as sponsor watershed projects and preparing for potential emergencies.

NACD anticipates receiving a combination of Conservation Operations Technical Assistance (COTA), Environmental Quality Incentives Program (EQIP), and Conservation Stewardship Program (CSP) funding. The actual breakdown of funding is anticipated in June 2023.

Note: The freely associated states of Palau and FSM are only eligible for COTA funds.

2.7 USE OF FUNDS

Funding may be used to fund salaries, fringe benefits, and indirect costs. Supplies, contracts and other (e.g., pass-through agreements) designed to advance the goals of the locally led conservation will also be evaluated and considered, especially within the context of supporting historically underserved producers and operators.

The following items cannot be purchased under the potential resultant grants:

- Any purchases or activities deemed unnecessary to accomplish grant purposes as determined by NACD or NRCS, including any grantee expenses that are not directly linked to the implementation of the proposed activities
- Equipment purchases are not allowed and accountable personal property
- Real property (purchase or lease of land, including land improvements, and structures thereto)
- Private ceremonies, parties, celebrations, or related expenses
- Previous obligations and/or bad debts
- Expenses related to overtly religious purposes
- Expenses intended to influence the outcome of elections or other political processes
- Fines and/or penalties
- Creation of endowments
- Alcoholic beverages

Note on Indirect Costs

Please see [NACD's Guidance for Indirect Costs](#) for more information on the requirements for requesting indirect costs for Technical Assistance grants.

2.8 ADDITIONAL REQUIREMENTS FOR ELIGIBILITY – ADVANCING ENVIRONMENTAL JUSTICE & EQUITY

NACD is committed to incorporating and implementing diversity, equity, and inclusion principles in all of its programs. It is also working collaboratively with NRCS to achieve equitable outcomes across the locally led conservation delivery system.

Individual districts, their state/territory associations, and NACD are core partners in the conservation delivery system along with NRCS, NCDEA, NASCA, and NARC&DC. These requirements were developed in collaboration with NRCS to ensure that the entire partnership can advance equity and inclusion, both within our respective organizations and the communities we serve.

The requirements outlined below are applicable to the lead organization, as well as any organization in receipt of a subaward.

A. Inclusive Board Succession Planning & Workforce Development

Grassroots advocacy and civic engagement are at the core of the locally led conservation delivery system. Given that, it is critically important that conservation districts and boards reflect the diversity of the communities they serve. Through this cooperative agreement, NACD and NRCS support efforts to increase civic engagement through local working groups, conservation district boards, and other community-based opportunities or partnerships.

As a condition of this grant, recipients must participate in one of the following activities:

- Development and/or implementation of **board succession plans** that are **inclusive** and **provide opportunities for new, diverse voices** to participate in mentorship or board development opportunities. Examples include:
 - Planning and hosting events that promote civic engagement, which can be the first step to identify potential candidates for district boards
 - Mentorship or candidate development efforts
 - Hiring a consultant or board/staff time to develop succession plans that prioritize diversity, equity, and inclusion
- Development and/or implementation of **diversity, equity, and inclusion (DEI) plans** that advance **environmental and social justice** (both within the entity and community). Examples include:
 - Hiring a consultant or board/staff time to assess organizational structures, policies, and bylaws and recommend ways to increase DEI
 - Development or implementation of initiatives that advance organizational DEI
 - Studies to assess community demographics, identify potentially unmet producer needs, and recommendations for enhancing district services or programming
 - Examples of a DEI toolkit: <https://www.nacdnet.org/about-nacd/dei/> and <https://openteam-equity-resource.webflow.io/>

Performance of the activities described above may be tracked and supplied as in-kind match. Activities that can be directly tied to the achievement of grant outcomes (e.g., outreach to historically underserved producers; strengthening LWGs; addressing barriers to USDA program

participation) and advance equitable outcomes for producers/communities may be funded through this grant.

B. Demographic Survey

Currently, TA grant recipients participate in a quarterly survey to report demographic data on grant-funded staff. This survey will be expanded beginning in Fiscal Year 2024 (October 1, 2023). The new demographic survey broadens data collection and includes the entire organization (e.g., all conservation district board and staff – not just positions funded by grant dollars). This enables NACD and its members to better tell its story and understand the diverse backgrounds of board members and district staffs.

Full staff and board participation in the demographic survey is a condition of this grant. The link to participate in the survey shall be distributed to all staff and board members to fill out on a semi-annual basis. Individual responses will not be shared; data will be aggregated and reported at the district, state, and regional levels. Aggregated reports will be shared with NRCS.

It is the grant recipient’s responsibility to collect and report all data in a timely manner; this is a requirement for grant eligibility. All associated activities – including time used to socialize the survey with supervisors and staff, fill out the survey, and follow up with individuals to ensure full participation – can be provided as in-kind match.

Formstack will be used to collect data. The survey is set up to preserve individual privacy and anonymity, meaning that responses are not linked to specific email addresses or IP addresses. The only automated data collected is a timestamp.

Note: Several tribes do not have a formal conservation district or district board. In lieu of the above requirements, tribal organizations may develop and/or implement a tribal program that develops future conservation leaders (e.g., youth education program, workforce development and training) or improves access to NRCS and other conservation programs for tribal members. In addition, participation in the demographic survey is only required for whoever is in the program or division that handles TA grants.

C. Match

Out of the total budgeted cost of the proposed project, NACD will contribute 80 percent of the funds and the applicant will contribute 20 percent as match funding. Cash and/or in-kind match will be accepted.

SECTION 3: APPLICATION PROCESS

3.1 ANTICIPATED MILESTONES & TIMELINES

Anticipated Dates	Milestones
June 15, 2023 4:00pm – 5:00pm ET	NACD will host a webinar to discuss this RFA and answer any questions. All interested parties, both eligible entities and partners, are welcome to join. The webinar will be recorded and posted to NACD’s website: https://www.nacdnet.org/technical-assistance-grants/2023-technical-assistance-grants/

August 6, 2023 11:59pm ET	Applications due Note: Applications must be submitted via NACD's application portal .
August – September, 2023	Application clarifications, evaluations, and selections
October 1, 2023	Applicants notified of selection
November 1, 2023	Final award, Memorandum of Agreements distributed

Eligible entities must submit their applications using the links above by the deadline. Upon successful completion of the application, applicants will automatically receive an email confirmation with a PDF of the application attached.

3.2 APPLICATION INSTRUCTIONS

A. Submission Instructions

The application shall be submitted via Formstack by the deadline established in Section 3.1. The questions and additional instructions are provided in Section B below.

B. Application Narrative

Statement on Equity and Environmental Justice (250 words max)

Applicants shall describe their organization's statement and philosophy on equity and environmental justice. This should include:

- Definition (How do you broadly explain equity and environmental justice to your community?)
- Organization's stance and core beliefs on equity and environmental justice (What are the core principles that drive your work in this space?)
- How equity and environmental justice underly your organizational mission and vision (What is your organizational commitment, how does this relate to your mission, and how is it embodied in your day-to-day work?)
 - Examples of a DEI toolkit: <https://www.nacdnet.org/about-nacd/dei/> and <https://openteam-equity-resource.webflow.io/>

Local Priorities/Needs and Targeted Outreach (1000 words max)

Applicants shall discuss local conservation priorities and how the project will fulfill the community's needs. This narrative should address the scope of the project, potential risks and mitigation plans, and environmental and social benefits. It should also address why and what type of technical assistance is needed in the target community and how the identified need fits within the context of the district's long-range or strategic plan.

The section shall also describe how targeted outreach will advance local priorities, as well as equity, inclusion, justice, and access to technical assistance and conservation programs. The narrative should include a clear, concise approach to building partnerships, conducting effective outreach and education to reach new and historically underserved producers, and enrolling them in NRCS programs.

This may include:

- Assess the number historically underserved producers in your community and tell us how that informs your outreach strategies and goals
(https://www.nass.usda.gov/Publications/AgCensus/2017/Online_Resources/Race_Ethnicity_and_Gender_Profiles/)
- Identify which socially or economically disadvantaged communities are in your service area and how your work will improve outcomes for those producers and communities
(<https://eig.org/distressed-communities/2022-dci-interactive-map/>)
- How the project and environmental outcomes will benefit and meet the needs of the community at large and in particular, historically underserved producers
- Identification of local barriers to technical assistance or access to USDA programs and how the applicant will help address or mitigate them
- How the project will increase civic engagement within the local community (e.g., through Local Working Groups), while advancing diversity, equity, and inclusion
- Identify the local partnerships you will develop or strengthen and how those partnerships will help advance the goals of your proposed grant
- How you will market and advertise meetings (e.g., Local Working Group) or other grant initiatives with the goals of:
 - Increasing communication with historically underserved producers
 - Creating an inclusive environment that encourages historically underserved producers to meaningfully engage and participate
 - Process for capacity building to implement NRCS programs

Project Goals and Outcomes

Applicants shall provide an overview of the project goals and outcomes. These may be qualitative or quantitative. Qualitative goals, outcomes, and impacts should be described in this section's narrative. Applicants shall also set specific, quantifiable goals for their respective projects.

Quantifiable technical outcomes shall include, but are not limited to:

- Number of contracts obligated (EQIP and/or CSP)
- Number of practices implemented (EQIP and/or CSP)
- Number of plans assisted (EQIP, CSP, and/or COTA)
- Number of presentations and/or workshops (CSP)
- Number acres with improved management (EQIP, CSP, and/or COTA)
- Number of acres with practices implemented (EQIP and/or CSP)

Quantifiable social outcomes shall include, but are not limited to:

- Number of clients reached (CSP and/or COTA)
- Number of new producers reached (have not participated in Farm Bill program in last 10 years)
- Number of historically underserved producers reached
- Number of farmer-to-farmer education events/presentations and number of participants
- Number of new coalitions or partnerships
-

Quantifiable staffing outcomes shall include, but are not limited to:

- Number of Technical Specialists
- Number of Resource Technicians
- Number of Resource Conservationists/Planners
- Number of Program Management Specialists
- Number of Organization Management
- Number of Other Staff
- Total number of staff to be funded
 - How many of these positions are for staff only employed for this project?
- Predicted number of staff hours to be worked
 - Include time funding with both grant and match funds

Budget

Applicants will be required to submit the following information regarding the budget:

- Requested EQIP Funds
- Requested CSP Funds
- Requested COTA Funds
- Total Request
 - Applicants will complete the TA Budget Worksheet, which can be downloaded here: TA Budget Worksheet or, contact your organization's NACD Region Representative or Chloe Hundelt to be emailed a copy. If you aren't familiar with what can count as match, particularly in-kind match, you might review Financial Reporting first.
- Total Match proposed
- Funding explanatory notes
 - Explain the source(s) of match what is cash match or in-kind credit. These grants do not allow for indirect costs unless your organization has a valid NICRA. Grantees that wish to recoup indirect costs will need to submit their NICRA at the time of award complete a TA budget worksheet (provided in the application preview in Appendix A) and upload that into.

SECTION 4: EVALUATION OF FINAL APPLICATIONS & AWARD

4.1 STATE/TERRITORY APPROVAL

Each state and territory will have their own way to determine who may apply for funding. All applicants must contact their State/Territory Conservation Partnership Leaders to determine their process for obtaining approval and then follow that process to obtain their approval before applying. Applicants should keep a written record of this approval, via email or letter of support.

If an application is submitted without prior approval, it will be considered on a case-by-case basis as instructed by the State/Territory Conservation Partnership Leaders.

Tribal Applications will be reviewed by the NRCS State Conservationist, the Tribal Liaison, or by staff in their offices and given approval to apply.

4.2 EVALUATION PROCESS

Applications will be evaluated and ranked by the State/Territory Conservation Partnership Leaders based on the evaluation criteria listed in section 4.3.

State/Territory Conservation Partnerships typically include the following entities (if present in that state/territory):

- NRCS State Conservationists, including Outreach Specialists and Tribal Liaisons
- State/Territory Association of Conservation Districts
- State Conservation Agency
- State/Territory Conservation District Employees Association
- Local Resource Conservation & Development Council or Association

State/territory leaders from across the core conservation delivery partnership will send consolidated rankings to their NACD Region Representatives and ConservationPrograms@nacdnet.org. **All rankings should be received no later than August 7, 2023.** NACD staff will work with applicants if there need to be budget or scope refinements. They will also work with the NRCS Regional Conservationists' office to ensure that the top ranked projects are formally selected and funded.

NACD staff will develop and refine Memoranda of Agreement (MOAs), which document the scope and budget for awarded projects.

4.3 EVALUATION CRITERIA

All applicants must certify that the organization will comply with conditions for award:

- Development and/or implementation of an inclusive board succession plan or a diversity, equity, and inclusion plan; and
- Semi-annual board/staff demographic survey

The applications will also be evaluated based on:

- Alignment to local conservation priorities and needs (40 pts)
 - This includes state/territory leaders' assessment of anticipated EQIP and CSP workloads relative to NRCS and conservation district staffing levels
- Strength and clarity of applicant's plan to (40 pts):
 - Advance equity and environmental justice within their respective communities
 - Impact on Tribal and historically underserved producers
 - Develop/strengthen partnerships, conduct outreach, and enroll new and historically underserved producers in NRCS programs
- Feasibility of targets/metrics and ability to equitably advance NRCS programs and increase participation of historically underserved producers (10 pts)
- Past performance (grantee's compliance with past TA grants and MOA requirements – applicable to previous grantees only) (5 pts)
- Budget (cost effectiveness and source(s) of match) (5 pts)

SECTION 5: OTHER CONSIDERATIONS

5.1 PARTIAL FUNDING

NACD reserves the right to partially fund an application. NACD staff will work with applicants to revise or refine budgets if needed.

5.2 POST-AWARD REPORTING

Subawardees will be responsible for quarterly reporting to NACD. Quarterly reports shall provide for a description of grant-funded work, as well as how in-kind match is provided.

A. Reporting on grant-funded work

At minimum, quarterly financial and performance reports shall include a description of work accomplished (including photographs, when possible), a summary of environmental, social, and DEIJA outcomes achieved compared to the targets, costs incurred, and a brief description of work anticipated during the next quarter. The final report template will be provided prior to award.

B. Reporting on cash and in-kind match

Quarterly progress reports shall include a summary of cash and in-kind contributions. They shall also include a narrative describing progress on the development and/or implementation of inclusive board succession plans or DEI plans. This may include:

- Activities to advance development of plans, such as stakeholder interviews, focus groups, assessment of community demographics, analysis of barriers to participation, etc.
- Activities designed to advance outreach
- Description of mentorship programs and/or participation metrics

5.3 REQUESTS FOR PAYMENT

Grant recipients are required to provide ACH information for direct deposit in order to receive funds.

Grant recipients will receive their first payment shortly after a signed MOA is returned to NACD, or near the end of a previous NACD technical assistance grant. The additional payments will then come automatically every three months as long as regular reports are submitted. Payment schedules can be adjusted when the need is documented and NACD is given notice.

Exhibit III - Final Concurrence



National Association of Conservation Districts

TECHNICAL ASSISTANCE GRANT PROGRAM

Final Approvals

Instructions:

The State Leadership Team must concur with your revised budget, deliverables, and metrics. Please utilize the approval form below to document concurrence and attach the following documents with your submission:

- Final project description - Included on Statement of Work Revisions Form
- Final budget spreadsheet including narrative in column G
- Final deliverables and metrics - Included on Statement of Work Revisions Form

Contact Information:

Name: David Potter

Phone Number: 402-476-2729

Email Address: dpotter@lpsnrd.org

Organization listed on application: Lower Platte South NRD

Concurrence:

Please fill in and customize as appropriate for your state or district. The same individuals signing the concurrence document should concur with the changes. At minimum, this shall include the NRCS State Conservationist or their delegate.

Name: Robert Lawson

Date: 01/24/2024

Office/Title: State Conservationist-NE

Partnering Organization: NRCS-USDA

Name: Kent Zimmerman

Date: 01/24/2024

Office/Title: Res. Dev & Wtrshd Funds

Partnering Organization: NE Dept of Nat Resources

Name: Deah Edson

Date: 01/24/2024

Office/Title: Executive Director

Partnering Organization: NE Assc of Res. Districts