

Exhibit A: Producer Scope of Work

Prince George's County Advancing Markets for Producers Pilot Program

- 1. Producer Business Name and Address:**

- 2. Producer DBA(s) (“doing business as”, if applicable):**

- 3. Producer Designated Contact and Contact Information** *(Note: Must match Local Producer Agreement Contacts):*

- 4. Producer’s County Vendor #(if applicable):**

- 5. Proposed Project Start Date:**

- 6. Proposed Project End Date*:**

**Proposed project end date must occur before November 1, 2027*

- 7. Proposal Summary:**
Instructions: Please provide brief overview and goals for the proposed practices and/or eligible activities of your project.

8. Producer Scope of Work: For proposed production for the Producer Scope of Work, please create an attachment with the following minimum information:

- i. *Commodities to be produced and marketed under this project (general description of planned production categories is acceptable, e.g. “tomatoes”, “assorted seasonal vegetables”, “eggs”; specific types/varieties can be listed but are not required).*
- ii. *Total Extent of Producing area (designate units--acres or 1000-square ft) and any plans for season-extension, year-round production, or similar (if applicable).*
- iii. *Location: List address(es), Field details, Map(s) and/or other info as may apply.*
- iv. *Copy of Soil Conservation and Water Quality Plan(s) and (if applicable) Forest Management Plan(s) developed with and approved by Prince George’s County Soil Conservation District Planners for the property or properties that will be included in this opportunity.*

If not yet completed, preliminary plan(s) and/or guidance from your Soil Conservation District, NRCS, and/or Forest Service Planner will be accepted with the understanding that completed plan(s) must be submitted within one calendar year of signing the Producer Agreement

Please check which situation applies to your Soil Conservation and Water Quality Plan(and (if applicable) Forest Management Plan:

- ☐ Soil Conservation and Water Quality Plan (s) is completed and attached.
- ☐ Soil Conservation and Water Quality Plan(s) is NOT completed but will be submitted within one calendar year of signed Producer Agreement.
- ☐ Forest Management Plan is completed and attached.
- ☐ Forest Management Plan is NOT completed but will be submitted within one calendar year of signed Producer Agreement.

NOTE: When naming attachments, please using the following naming convention:
Attachment_(underscore) NRCS number or informative name (underscore) applicant’s last name_(underscore)first initial.

For example: Attachment_NRCS CPA-1237_Smith_M

9. Incentive Payment Requirements.

Incentive Payments are funded through a grant through United States Department of Agriculture (USDA). As an applicant, the Producer understands that terms related to the Funding, additional requirements, Land Concurrence and Authorization Form (NRCS-CPA-1257) and any required Environmental Reviews, compliance protocols, and funding amounts may be modified or added by the County upon notice to Producer without liability to the County. Incentive Payments are contingent on the availability of federal grant funding.

1. The Property Authorization & Consent Form has been completed and attached as part of the

Producer Scope of Work. Please check which situation applies to your Scope of Work:

- ☐ NO, NRCS-CPA-1257 form is NOT required.
- ☐ YES, the Landlord Concurrence and Authorization Form (NRCS-CPA-1257) is required.
NRCS-CPA-1257 form has been signed and attached as part of Exhibit A: Scope of Work.

10. Incentive Payment Schedule.

Instructions: Based on the Producer's total scope of work, Incentive Payment Schedule will be provided by the AMP Program Manager. AMP Incentive Payments will be paid in three installments to the Producer as outlined under the Incentive Payment Schedule. Incentive Payments for agricultural production will be based on producing area(s) but not for implementation of any specific practices. Producing area(s) are defined and outlined per NRCS. Use of appropriate NRCS conservation practices or best management practices as allowed by NRCS is a condition of eligibility to receive AMP Incentive Payments. Prior to release of each installment payment, Program staff will provide written verification that a specific Benchmark per the Incentive Payment Schedule has been successfully completed by the Producer. If a Producer's request for an installment payment is denied, the AMP Program Manager will provide written explanation for payment denial with any required corrective action for release of an Incentive Payment. Explanation for denial of a payment installment will be provided in writing within (10) business days of the denial notification to the Producer.

Incentive Payment for New Farmer/Producer? Yes or NO

Incentive Payment Rate: \$

Stipends:

Incentive Payment Total: \$

INCENTIVE PAYMENT SCHEDULE:

Payment Installments	Payment Installment Amount	Project Benchmark Completed to Release Payment Installment
1 st Incentive Payment Installment	5% of total = \$ _____	Benchmark #1
2 nd Incentive Payment Installment	75% of total = \$ _____	Benchmark #2
Final Incentive Payment Installment	Remaining Balance \$ _____	Benchmark #3
Benchmark Descriptions		

Project Benchmark #1	Description: Prior to 1st Incentive Payment Installment, Producer will provide the following: <u>Benchmarks will be tailored for each farm.</u> The first set may include verification of active Farm Service Agency (FSA) Farm and Tract #, proof of General Liability Coverage via a Certificate of Coverage (COI), a site visit to document existing farm land, operations and practices, and/or additional items.
Project Benchmark #2	Description: Prior to 2nd Incentive Payment Installment, working with the AMP Partners Panel and AMP Program Manager, Producer will at a minimum provide the following: <u>Benchmarks will be tailored for each farm.</u> The second set may include documentation of farm production and yields, production of a marketing plan, certification as a County-Based Small Business Enterprise, demonstration and documentation of NRCS and other appropriate farm practices, and/or additional items.

Project Benchmark #3	Description: Prior to the 3rd Incentive Payment Installment, Producer will provide the following: <u>Benchmarks will be tailored for each farm.</u> The third set may include documentation of ongoing participation in County marketing and/or data collection initiatives, implementation of the farm's Marketing Plan, continuing or expanded agricultural production on the farm's producing area, and/or additional items.
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Acceptance of Terms for INCENTIVE SCHEDULE PAYMENT:

By signing below, the undersigned represents that they are duly authorized to act and propose the Scope of Work on behalf of the Producer. Upon approval and acceptance by the County, the Project is subject to the terms of the Producer Agreement, Exhibit A: Producer Scope of Work, Exhibit B: General Terms and Conditions, and other applicable laws, regulations, and ordinances. Producer is also aware and understands Producer must provide, and participate in, information sharing and grant reporting requirements. Funds provided for the Project must only be used for Project related expenses.

Application packages will be accepted on a rolling basis with evaluation and award on a first come first basis until all Federal funds for Incentive Payments have been allocated or the funded pilot program is terminated by the County and/or the funder. As outlined per **INCENTIVE PAYMENT SCHEDULE**, Incentive Payment installments are contingent on the availability of AMP Federal funding. The County also reserves the right to deny participation if evidence of good-faith agricultural production and/or of other agreed activities is lacking.

Producer Name or Designated Contact/Representative

Title of Producer or Designated Contact/Representative

Producer's Business Name

Producer or Designated Contact/Representative Signature

Date

Exhibit B: General Terms and Conditions

Prince George's County Advancing Markets for Producers Pilot Program

1. **COSTS:** Producer may become ineligible for further Funding if the Producer is not fulfilling their good-faith agreement to carry out the agreed practices, as determined by audit. Producer may become liable for the repayment to the County of any Funding if found by audit to be carrying out practices that directly adversely affect or negate the actions being carried out under the Projects or that defeat the purpose of these Terms and the Projects.
2. **RETENTION OF EQUIPMENT AND IMPROVEMENTS:** Title to supplies and improvements purchased with Funding vests in the Producer. Any improvements made from the Funding to a facility or infrastructure owned or leased by the Producer must remain under the Producer's control and use through the Grant Period or the end of the final Project Period, if prior to the end of the Grant Period.
3. **CERTIFICATION REGARDING SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** Producer certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Grant Program by any Federal or State department or agency or is prohibited from receiving Federal funds. If Producer no longer meets any of the eligibility requirements detailed in this Agreement during the time period required, then Producer must immediately (within 72 hours of becoming aware of an item or action affecting eligibility) notify the Contract Administrator to determine next steps.
4. **COMPLIANCE ENFORCEMENT ACTIONS:** The County may take action for Producer's failure to comply with these Terms and all other addendums and terms applicable to Producer's participation in the Grant Program, including reporting requirements, in accordance with all applicable statutes, regulations, and policies, including these Terms. The type of the enforcement action may depend on the severity and duration of the non-compliance.

The County's enforcement remedies include, but are not limited to:

1. Disallowance of all or part of the Project Funding.
2. Withholding of payments.
3. Recapture of funds as detailed below.
4. Termination of a Project or Producer's participation in the Grant Program.

5. TERMINATION AND RECAPTURE FUNDS:

- a. If Producer fails to perform in compliance with state laws, federal laws, and/or the provisions of these Terms, applicable in Exhibit A: Individual Project Terms, and any other policy, requirement, or standard communicated by the County, then the County may terminate Funding and/or a Project and the County reserves the right to recapture all or any portion of Funding for the Project.

- b. If the County does not terminate the Funding or any applicable Project, then the County may require Producer to accept adjustments to subsequent payments or mandate additional actions or modifications related to Producer's participation in the Grant Program or a specific Project to move forward.
 - c. If the County's funding from any source is withdrawn, reduced, or limited in any way after the effective date of the Grant Period, the County may immediately terminate or suspend Funding and any applicable Project without advance notice. In lieu of termination or suspension, the parties may amend the Funding or any Exhibit A: Producer Scope of Work to reflect the new funding limitations and conditions.
 - d. If a temporary federal or state government shutdowns occur for any reason, the County may suspend the Grant Program or delay payments due under it without advance notice.
6. **INSURANCE:** Producer must maintain Commercial General Liability Insurance coverage, including contractual liability, with minimum limits of \$1MM per occurrence / \$2MM aggregate to protect against legal liability arising out of all Project(s) activity during the duration of the Grant Period. The County is to be named as an Additional Insured with respect to liability arising out of Producer's operations. Coverage shall be primary and non-contributory. A waiver of subrogation in favor of the County shall apply.

The intent of the required insurance is to protect the County from any claims, suits, actions, costs, damages, or expenses arising from any negligent act or omission of Producer, contractors, or agents of either, related to Producer's participation in the Grant Program or any Project. Producer is responsible for ensuring that contractors, subcontractors, or other parties performing work associated with a Project maintain insurance coverage commensurate with the scope and risk of their respective operations and assume responsibility for their respective operations. Producer shall provide evidence of such insurance upon request. The Program reserves the right to require additional insurance coverage based upon the specific scope and risk exposure associated with an individual Project. Nothing in this insurance requirement shall be construed as a waiver of any immunity, defense, limitation of liability, or other protection available to the County under applicable Maryland law.

7. **PROPRIETARY INFORMATION AND DISCLOSURE:** Producer acknowledges that while certain information regarding the Grant Program, Projects, and Producer will be protected from disclosure, the Funding originates from the USDA Advancing Markets for Producers Initiative Grant and certain information may be publicly disclosed or subject to Federal or State sunshine laws or Federal open records act and that information may also be aggregated. See the County's Privacy Policy:
<https://www.princegeorgescountymd.gov/privacy-statement>.

8. RECORDS MAINTENANCE

- a. Producer shall maintain books, records, documents, and other evidence relating

to the Grant program participation, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct costs of any nature expended in relation to Projects, and the data and reporting requirements related to it. The records must be sufficient to demonstrate that the Funding has been used in accordance with these Terms, Exhibit A: Producer Scope of Work, and proper data has been submitted to the Grant Program through submission to the AMP Grant Program Manager or assigned County staff.. At no additional cost, these records, shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the County, applicable partner organizations, and federal officials so authorized by law, rule, regulation, or contract.

- b. Producer will retain all books, records, documents, and other materials relevant to participation in the Grant Program for three (3) years following the date of final payment. If additional litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- 9. **INDEPENDENT CAPACITY OF PRODUCER:** Nothing in these Terms shall be construed to create an employer-employee relationship, partnership, joint venture, or agency relationship between the County and Producer.
- 10. **ASSIGNMENT:** The Funding and participation in the Grant Program may not be assigned, transferred, or subcontracted for purposes other than hiring technical services in furtherance of implementation of the Projects in any manner without the County's express written permission. The Funding and Grant Program participation are specific to Producer.
- 11. **TAXES:** Producer is responsible for payment of all taxes due on the Funding received under the Grant Program. Producer is solely responsible for all payroll taxes, unemployment and paid family medical leave contributions, any other taxes, insurance or other expenses for the Producer or its staff and compliance with all applicable tax laws.
- 12. **INTELLECTUAL PROPERTY:** Producer acknowledges and agrees that it shall not, without the express written permission of the County, use, reproduce, modify, distribute, or otherwise exploit any Intellectual Property owned by The County. "Intellectual Property" shall include, but is not limited to, inventions, designs, patents, trademarks, service marks, trade secrets, copyrights, and any other proprietary rights owned or licensed by the County. Producer further understands that all work product, reports, grant documents, analysis, and other documents and information generated under Producer's participation in the Grant Program shall be the property of the County.
- 13. **CONFLICTS OF INTEREST:** Producer must avoid conflicts of interest, including but not limited to, using any portion of the Funding for any form of self-dealing, or contracting with, providing gratuities, favors, or gifts to the Producer's individual family members or officers of the Producer's business interests. Employees of Producer may only be paid with Funding for services provided that are in the scope of work of the Grant Program. The County may terminate Producer's participation in the Grant Program or any Projects for cause if the County, after notice and examination, determines that there is a

violation of any federal or other applicable ethics requirements or improper use of the Funding.

14. MODIFICATION: The Parties may modify or amend these Terms and other requirements of the Grant Program by prior mutual consent. No modifications or amendments are binding unless in writing and approved by the County. Additionally,

- a. The County may unilaterally extend the date by which individual Project Funds are to be expended, but not beyond November 1, 2028.
- b. The County, at its discretion, may approve Producer-requested adjustments to Approved Cost Items without modifying or amending the applicable Project provided the adjustments retain or enhance a Project's achievability, and/or impact to business viability. Adjustments are not effective unless the Producer requests and receives approval in advance in writing from the County.
- c. The County may also add or modify terms of these Terms and Exhibit A: Producer Scope of Work as communicated in writing by The County.

15. DISCLAIMER OF LIABILITY: The County is not liable for violations, claims, damages, and/or any causes of action arising from the Producer's performance of the Projects and use of the Funding. Producer is solely liable for Producer's performance and participation in the Grant Program including but not limited to compliance with all applicable laws, regulations, and ordinances, as well as any leases, restrictions, or agreements.

16. INDEMNIFICATION: To the fullest extent permitted by law, Producer shall indemnify, defend, and hold harmless the County, and its partner organizations, from and against all causes of action, misuse of the Funding, failures of compliance, claims for injuries, damage to property, or death arising out of or resulting from the performance of the Projects and participation in the Grant Program. Producer's obligation to indemnify, defend, and hold harmless includes any claim by Producers' agents, employees, representatives, or any subcontractor or its employees. Producer expressly agrees to indemnify, defend, and hold harmless the County for any claim arising out of or incident to Producer's or any subcontractor's performance or failure to perform under the Grant Program. Producer's obligation to indemnify, defend, and hold harmless shall only be limited if the cause of action, injuries, damage to property, or death is the result of the direct actions, gross negligence, or intentional misconduct of the County.

17. ATTORNEYS' FEES: In the event of litigation or other action brought to enforce these Terms or any other terms, each party agrees to bear its own attorney's fees and costs.

18. WAIVER: A failure by the County to insist on strict performance by Producer of any of these Terms or Exhibit A: Producer Scope of Work shall not constitute a waiver of Producer's obligations. Waiver of any right must be in writing and signed by the authorized representative of the County.

19. SEVERABILITY: These Terms are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the

validity of the remainder of the terms.

20. SURVIVAL: The terms, conditions, and warranties in these Terms that by their sense and context are intended to survive the completion of performance, cancellation or termination of these Terms and all Projects shall so survive.

21. NONDISCRIMINATION AND CIVIL RIGHTS: Producer agrees to follow proper rules and regulations in accordance with the requirements of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendment, 1972; Section 504 Rehabilitation Act, 1973; Age Discrimination Act, 1975; and all other rules and regulations, and enforcing nondiscrimination in the Grant Program. The County reserves the right to investigate any matters or terminate or suspend the Funding and Grant Program participation if Producer is found in violation of such nondiscrimination laws and protections for civil rights.

22. MISREPRESENTATIONS A Producer who is determined to have erroneously represented any fact affecting a determination with respect to participation in the Grant Program and the Terms, laws, regulations, ordinances, etc. applicable to the Grant Program and Individual Projects, or whom has adopted any scheme or device which tends to defeat the purposes of the Grant Program, or made any fraudulent representation with respect to their Grant application or during the Grant Period, will not be entitled to payments or any other benefits made under the Grant Program. The Producer may be required to refund to the County all payments received plus interest and The County may terminate Grant Program participation. This provision shall be applicable in addition to any other criminal and civil fraud statutes.

23. RIGHTS AND REMEDIES NOT EXCLUSIVE: The rights and remedies of the County provided in these Terms are not exclusive and are in addition to any other rights and remedies available at law or in equity.

24. ORDER OF PRECEDENCE: In the event of an inconsistency in these Terms, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal, state, and local laws, ordinances, and regulations.
- b. Producer Agreement(Agreement)
- c. Exhibit B: General Terms and Conditions(Terms)
- d. Exhibit A: Producer Scope of Work

25. ENTIRE AGREEMENT: These Terms, the Agreement, and the Exhibit A: Producer Scope of Work and all included terms, laws, regulations, ordinances, and addendums referenced herein contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of these Terms shall be deemed to exist or to bind any of the parties hereto.

AMP Environmental Review Requirements Form

Prince George's County Advancing Markets for Producers Initiative

The Prince George's County Advancing Markets for Local Producers Pilot Program (Program) is funded through the United States Department of Agriculture's (USDA) Grant Program of the same name. As a mandatory requirement for participation, including qualifying for Incentive Payments through AMP, producers must employ or start to employ at least one conservation practice with the help of the Soil Conservation District. For some complex, new, or extensive plans, the producer may need to work with their Soil and Water Conservation Planners and/or Forestry Planners to complete needed environmental review with the NRCS. To help guide the Producer's Scope of Work towards a successful application to the Program, this Form must be completed, submitted and approved by the Program prior to developing and submitting the required Producer Scope of Work for official application.

Please answer the following question:

- a. Please review Table 1: Complex NRCS Conservation Practices. Does your project involve any of the listed NRCS practices within Table 1?

If YES, please initial any or all practices that may apply. Provide note or reference to an attachment to describe proposed work as needed.

<i>Table 1: Complex NRCS Practices Requiring Subgrade Land Disturbance Activities</i>		
Initials	Proposed Practice	Notes:
	Forest Farming (NRCS 379)	
	Silvopasture (NRCS 381)	
	Riparian Forest Buffer (NRCS 391)	
	Grassed Waterway (NRCS 412)	
	Vegetative Barriers (NRCS 601)	
	Tree/shrub Establishment (NRCS 612)	
	Upland Wildlife Habitat Management (NRCS 645)	
	Forest Stand Improvement (NRCS 666)	
	Energy Efficient Building Envelope (NRCS 672)	

- b. Please review Table 2: Non-standard and Innovative Practices. Does your project involve any non-standard or innovative practices? In *Table 2*, please initial any or all that may apply. Provide note or reference to an attachment to describe proposed practices as needed.

Table 2: Non-standard and Innovative Practices		
Initials	Practice	Notes:
	Aquaponics (no NRCS standards exist)	
	Agrivoltaics (no NRCS standards exist, NRCS 374 is generally applicable)	
	Other: Non-Standard or Innovative Practice	

- c. Please review Table 3. Do any of the situations listed in Table 3 apply to your project? Please initial any or all situations within Table 3 that apply to your project.

Table 3: Situational Changes		
Initials	Practice	Notes:
	Field has not been cropped within the last year or 4 of the past 7 years	
	A change of land use will occur as a result of the proposed project.	
	New information or changed circumstances are identified that were not considered in the initial programmatic review, such as significant environmental concerns and/or effects on public health or safety, historic properties or cultural resources, park lands, prime farmlands, floodplains, wetlands, ecologically critical areas, and/or the human environment.	
	Construction or activities below the plow zone will occur under the producer beneficiary contract.	

If you did NOT initial any situation or field within Tables 1-3, you do not need complete an environmental review with NRCS.

OR

If you have initialed any of the boxes within Tables 1-3, form CPA-52 and environmental review may be needed. If so, it must be completed and approved by NRCS and attached as part of Exhibit A: Producer Scope of Work as a condition for participation and payments under this opportunity.

Instructions: Under Table 4: Confirmation of Environmental Review Requirement, please initial and provide the date of your review of the Environmental Form next to the Answer that best applies to your situation.

Table 4: Confirmation of CSAF Environmental Review Requirements		
Answer:	Date	Initials
#1 -Practices proposed for eligibility to participate in the Program do not require completion of an environmental review.		
#2- Practices proposed for eligibility to participate in the Program may require completion of form CPA-52 and environmental review. Producer will work with their Soil and Water and/or Forestry Planner to complete.		

Printed Name of Producer or Designated Contact/Representative:

Signature: _____

Date : _____

Enclosed: CPA-52 (Form)

Property Authorization & Consent Form

Prince George's County Advancing Markets for Producers Pilot Program

The Prince George's County Advancing Markets for Producers Pilot Program (Program) is funded through the United States Department of Agriculture's (USDA). As a mandatory requirement of USDA to qualify for Incentive Payments through the Program, all applicants must provide confirmation of the ownership rights of any property or land to be used to implement proposed agricultural production using eligible conservation practices.

Please answer the following question: *Will any of the planned agricultural production, be it partially or fully, be implemented on property that is leased or otherwise not under your control as the Producer?*

If your answer was NO, the NRCS-CPA-1257 form will not be required. Please provide your initials next to Answer #1 within Table 1: Confirmation of Property Ownership.

OR

If your answer is YES, the Landlord Concurrence and Authorization Form (NRCS-CPA-1257) is required. NRCS-CPA-1257 form must be signed and forwarded to the Program Manager prior to initiating next steps of the Application process. Please provide your initials beside Answer #2 within Table 1: Confirmation of Property Ownership. For your convenience, NRCS-CPA-1257 is attached for completion and signature. Please note, your application cannot move forward in the Application process without a signed NRCS-CPA-1257. The NRCS-CPA-1257 will be attached as part of any proposed Producer Scope of Work through the Program.

Instructions: Under Table 1: Confirmation of Property Ownership, please initial and provide the date of your review of the Property Authorization & Consent Form next to the Answer that best applies to your situation.

Table 1: Confirmation of Property Ownership.		
Answer:	Date	Initials
#1 – Production proposed for Incentive Payments through the Program will be located on property owned by the Applicant. I do not need to fill out the NRCS-CPA-1257 Form.		
#2-Production proposed for Incentive Payments through the Program, is either partially or fully located on property not owned by the Producer. I understand that I must provide a completed and signed NRCS-CPA 1257 Form to continue in Program's application process.		

Printed Name of Producer or Designated Contact/Representative:

Signature: _____

Date: _____

Enclosed: NRCS-CPA-1257 (Form)

Authorization to release FSA records to USDA AMP Initiative Partner
Grant #NR243A750004G006 to Prince George's County Dept. of Environment
1301 McCormick Drive, Suite 500, Largo, MD | 301-883-7161
Mary Abe, Deputy Associate Director
Julie Wolf, Program Manager

Date _____
Producer name(s) _____
Address of farm
property _____

To: Patrick Goode, Acting County Executive Director
USDA Prince George's County Farm Service Agency (FSA), Upper Marlboro
Service Center, 5301 Marlboro Race Track Rd., Upper Marlboro, MD 20772

I/we, the producer(s) and/or authorized representative of the entity associated with the above-named property, authorize Patrick Goode and/or other agents of Prince George's County FSA to release the following specific information from our FSA records:

(Producer(s) and/or representative, please initial by each item)

_____ FSA Farm, Tract, and Field identifying numbers

_____ FSA Tract Maps (PDF format)

_____ Subsidiary Print

I/we authorize the release of the above information to representatives of Prince George's County, Maryland Department of Environment. I/we expressly limit the use of this information to purposes relating to my/our participation in this grant opportunity. I/we authorize the release of this information through Dec.31st, 2028.

Signatures of producer(s) and/or authorized representatives:

Authorization to release Conservation Best Management Practices (BMPs) records to USDA Advancing Markets for Producers (AMP) Initiative Partner Grant #NR243A750004G006 to Prince George's County Dept. of Environment (DoE)

1801 McCormick Drive, Suite 500, Largo, MD | 301-883-5810

Mary Abe, Deputy Associate Director

Julie Wolf, Program Manager

Date _____

Producer name(s) _____

Farm Name (If Applicable) _____

Address of farm

property _____

Mailing Address (If Different from above) _____

Pursuant to the above-named grant agreement, participating producers agree to follow **farm-specific** BMPs for the duration of their agreement. Applicant will **demonstrate their compliance** with said practices annually. This release authorizes the relevant agency (see below) to share with DoE the soil conservation and water quality plans, nutrient management plans, and annual certification(s) of compliance where applicable.

Agencies relevant to all Farm Plan Types:

- USDA Natural Resources Conservation Service (NRCS)
- Maryland Department of Agriculture (MDA)
- Prince George's Soil Conservation District (SCD)

Additional Agencies and/or Advisors for Nutrient Management Plans (NMP):

- MDA Certified Advisor
- Independent Certified Advisor
- University of Maryland Extension (UME) Certified Advisor
- MDA Certified Farmer (applicant)

List the agreed upon BMPs, the consulting Conservation Planner(s)/Advisor(s) and their Affiliation(s). Producers writing their own NMPs may list “self” under Planner and indicate date of MDA certification under Affiliation.

Practice (name/BMP Code)	Planner	Affiliation/Agency

Annual Certification of Practice(s):

I/we, the above-named producer(s) _____ (initial/date)
 authorize the above-named **Agency or Agencies** to release my/our

- i) Maryland NRCS IR Form(s) and/or
- ii) Other records demonstrating compliance with the on-farm BMPs listed above

to representatives of Prince George’s County, Maryland DoE. I/we expressly limit the use of this information to purposes relating to my/our participation in the USDA/DoE AMP grant opportunity named above. I/we authorize the release of this information annually through Dec 31st, 2028.

Signatures of producer(s) and/or authorized representatives:

 Name (printed)

 Name (signature)

 Date