



Outlook

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## Memorandum of Understanding and Unfunded Cooperative Agreement


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**From** Soil & Water Conservation Program <soil&waterconservationprogram@swcd.mo.gov>

**Date** Tue 2/18/2025 12:06 PM

**To** DNR.Soil and Water Conservation Districts staff <dnr.soilandwaterconservationdistrictsstaff@dnr.mo.gov>

**Cc** DNR.MGS SWC Staff <dnr.swcstaff@dnr.mo.gov>

 2 attachments (151 KB)

MOU - NRCS\_SWCD\_DNR\_Commission 2\_11\_25 Final Draft.docx; Unfunded Coop Agrmt NRCS\_SWCD 2\_11\_25 Final Draft.docx;

Good afternoon.

The Natural Resources Conservation Service (NRCS), Soil and Water Conservation Districts (SWCD), Missouri Department of Natural Resources (DNR), and the Missouri Soil and Water Districts Commission (Commission) signed Memorandums of Agreements (MOA) approximately 5 years ago that specify ways the agencies/entities can cooperate to deliver technical assistance and financial resources to Missouri's farmers, ranchers, and forest landowners. Signing of the MOA was followed by the signing of an Unfunded Cooperative Agreement (UCA) between NRCS and each SWCD to further clarify roles and document the sharing of resources. Although the MOA specified the agreement's period of performance would remain in effect until mutually modified or terminated, NRCS has learned that all federal agreements have a 5-year lifespan. Thus, the signatory entities assembled a team made up representatives from NRCS, DNR, MASWCD, and MSWCDEA to update and edit the MOU (now called a Memorandum of Understanding or MOU) and the associated UCA.

The draft MOU and UCA are attached for your review and comment. Please provide all comments to the Soil and Water Conservation Program office at [soil&waterconservationprogram@swcd.mo.gov](mailto:soil&waterconservationprogram@swcd.mo.gov) with a subject line of "**MOU UCA Comments**" by **April 15, 2025**. This allows the review team time to consider all comments, revise the documents as needed, and have the MOU ready for a signing ceremony at the June 2025, Commission meeting. The signing of the UCA by NRCS and the SWCD Board Chair would follow. **The district board and staff are being asked to provide one consolidated response for the district.** If you have any questions regarding either of these documents, please contact your District Coordinator or the District Conservationist for your county.

Thank you for taking the time to review and provide feedback to make the conservation partnership here in Missouri even stronger.

Soil & Water Conservation Program  
Missouri Geological Survey  
Department of Natural Resources  
(573) 751-4932

We'd like your feedback on the service you received from the Missouri Department of Natural Resources. Please consider taking a few minutes to complete the department's Customer Satisfaction Survey at

<https://www.surveymonkey.com/r/MoDNRsurvey>. Thank you.

*[Remove red instructional text before finalizing.]*

MEMORANDUM OF UNDERSTANDING BETWEEN THE  
United States Department of Agriculture, Natural Resources Conservation Service

AND

State of Missouri, *[INSERT NAME]* Conservation District

AND

State of Missouri, Department of Natural Resources

AND

Missouri Soil and Water Districts Commission

## I. PURPOSE

This Memorandum of Understanding (MOU) is entered into between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), Missouri Department of Natural Resources, Missouri Soil and Water Districts Commission, and the *[INSERT NAME]* Conservation District (District).

The NRCS, and Missouri Department of Natural Resources, Missouri Soil and Water Districts Commission, and Conservation District (referred to jointly as the Parties) have common objectives of delivering technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands. The Parties recognize the importance of natural resources, the wise use and management of these natural resources, and, as appropriate, the protection and/or development of these natural resources. This agreement is made and entered into with the objectives of:

- Continuing to support the delivery of excellent and innovative customer service;
- Recognizing conservation planning as foundational to our work, and working together to meet the conservation planning assistance needs of our cooperators/customers;
- Strengthening and modernizing conservation delivery to optimize efficiency and effectiveness;
- Broadening our outreach to existing and new customers and partners;
- Supporting science-based decision making as close to the resource issue/opportunity as possible;
- Encouraging a voluntary approach as the primary means of accomplishing conservation goals; and
- Using sound approaches to strengthen each Party and its role in the delivery of soil, water, and related natural resource conservation across the nation.

## II. BACKGROUND

The NRCS, Missouri Department of Natural Resources, Missouri Soil and Water Districts Commission and *[INSERT NAME]* Conservation District share a rich history of collaborating to deliver comprehensive technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance natural resources.

The Soil Conservation Service was established in 1935 (renamed NRCS in 1994 to reflect its broader conservation mission). NRCS is committed to “helping people help the land.” It provides assistance and resources for conservation practices that improve water and air quality, prevent erosion, restore wetlands, and enhance wildlife. NRCS’s approach to mission delivery and customer service is deeply rooted in the notion that locally-led, voluntary efforts yield the most effective and productive outcomes. Locally-led conservation is the principle that farmers, ranchers, and forest stewards know their lands better than anyone else based on their personal knowledge and experience with those lands. As such, they are best positioned to make optimal decisions for the benefit of their operations, its natural resource conditions, and their communities.

The first Conservation District and the first State Conservation Agency were established in 1937 to provide local leadership in natural resources management. The Missouri law, Senate Bill 80, was passed in 1943 which allowed for the first soil and water conservation district in Missouri to be established in 1944. Conservation Districts serve as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. They are responsible for promoting and carrying out their conservation programs by assisting communities and its members develop, apply, and maintain appropriate conservation practices and resource management systems. They are authorized to provide broad area planning and implementation assistance to units of government. They are a focal point for coordinating and delivering technical assistance and funding to their respective communities.

The Missouri Soil and Water Districts Commission was created in 1943 by the Missouri General Assembly, the commission was created to further soil conservation practices on Missouri farms and maintain oversight of the soil and water districts. The six-farmer member commission is appointed by the governor, and formulates policies and general programs for saving Missouri soil and water through the soil and water conservation districts. The commission provides financial incentives and technical assistance working with state and federal conservation partners to agricultural landowners with the goal of saving soil and protecting Missouri’s water resources. The commission was assigned to the Missouri Department of Natural Resources, when the department was created under the Omnibus State Reorganization Act of 1974.

The Missouri Department of Natural Resources, Soil and Water Conservation Program assists farmers and landowners with soil and water conservation by providing partial reimbursement for voluntary conservation practices to address areas such as grazing, irrigation, woodland, pest and nutrient management, animal waste, ground and surface water, and soil erosion. The Missouri Soil and Water Conservation Program supports a soil and water conservation district in each of Missouri’s 114 counties. The program is funded by the Park, Soils and Water Sales Tax that was implemented in 1984 as a constitutional amendment. The sales tax is a statewide one-tenth-of-one percent sales tax that provides funding for Missouri state parks and soil and water conservation efforts.

### III. STATEMENT OF MUTUAL BENEFIT

In conjunction with the NRCS, Missouri Department of Natural Resources, and Missouri Soil and Water Districts Commission the *[INSERT NAME]* Conservation District coordinates and implements locally led conservation plans using their connections to Federal, State, Tribal, and local governments; private resources; and the public. The Parties agree to facilitate cooperation, collaboration, and agreement between agencies, landowners, and other stakeholders; develop comprehensive conservation plans; and bring those plans to the attention of landowners and others within the district.

In addition, the Parties recognize the importance of working together to broaden strategic assessment and planning authority under the Soil and Water Resources Conservation Act of 1977 for the conservation, protection, and enhancement of soil, water, and related natural resources. The Parties further recognize that natural resources are finite and under increasing pressure from a variety of impacts. Soil, water, air, plants, animals, and energy are all addressed under the programs, initiatives, and partnership efforts of the Parties.

In order to deliver the necessary technical and financial assistance to enable locally-led, voluntary conservation, the Parties agree to adhere to the principles, roles, and responsibilities outlined in this section of the MOU. This MOU does not affect or modify existing regulations or agency responsibilities and authorities. Moreover, this MOU does not commit either part to activities beyond the scope of its respective mission and statutory authorities.

### IV. RESPONSIBILITIES OF THE PARTIES

#### A. Locally-Led, Voluntary Conservation

The Parties agree that locally-led, voluntary conservation must be driven by natural resource conservation needs of the customer, rather than by programs. Its primary focus is to identify natural resource concerns, along with related economic and social concerns. Locally-led conservation consists of a series of activities and phases that involve community stakeholders in natural resource planning, implementation of solutions, and evaluation of results.

1. The Conservation District shall:
  - a. Assist NRCS, Missouri Department of Natural Resources and Missouri Soil and Water Districts Commission in promoting USDA programs and state cost-share program by participating in outreach and community education activities.
  - b. Advocate for a strong natural resource conservation program by keeping appropriate boards, landowners, legislators, county commissioners, and other key stakeholders apprised of conservation activities within the district.
  - c. Assemble and chair the USDA local working group, as chartered under the State Technical Committee and authorized by 7 CFR 610, Part C, to encourage public participation.
    - i. Encourage diverse participation in local working groups through community outreach and education, to include stakeholders from historically underserved community.
    - ii. Open local working group meetings to the public and advertise notification of meetings in one or more newspapers.

- iii. Develop the agenda and associated materials/information for local working groups and distribute at least 14 calendar days prior to the meeting.
  - iv. Develop and file local working group meeting records within 30 calendar days of the meetings at the local NRCS office.
  - v. Adhere to local working group responsibilities and standard operating procedures, as documented in NRCS policy (Title 440, Conservation Programs Manual).
- d. Develop the conservation needs assessment through broad-based community participation and in accordance with NRCS policy and procedures. This will provide a comprehensive evaluation of the district's natural resource base and be the basis for making decisions about local priorities or policies in all local conservation programs.
  - e. Recommend local natural resource priorities and criteria for NRCS conservation activities and programs based on the conservation needs assessment and public input.
  - f. Identify NRCS program resources, develop and implement conservation plans and natural resource systems, and evaluate/measure the technical and community impacts of solutions.
  - g. Update NRCS on activities of local and state advisory committees and community groups attended by Conservation District board members and staff.
  - h. Cooperate and collaborate across conservation districts, as appropriate.

2. NRCS shall:

- a. Support outreach activities and ensure the Conservation District is kept informed of NRCS activities and programs on at least a monthly basis. This includes bringing technical and financial assistance opportunities (including matching fund strategies) to the attention of the Conservation District.
- b. Work cooperatively to solicit and leverage community recommendations to inform priorities that guide the delivery of NRCS conservation programs.
  - i. Designate a representative to participate in Conservation District meetings and events, including local working group meetings. Alternatively, NRCS will chair the local working group should the Conservation District be unable or unwilling to.
  - ii. Develop and transmit written notifications to the local working group members as to the decisions made in response to their recommendations within 90 days.
- c. Respond to requests from the Conservation District for technical guidance and assistance for implementation of the state cost-share program.
- d. Partner with local and Tribal agricultural, conservation, agency, and community groups where possible, to further Conservation District natural resource conservation goals and objectives.
- e. Provide an annual summary of NRCS accomplishments to the Conservation District.

3. The Missouri Department of Natural Resources and Missouri Soil and Water Districts Commission shall:

- a. Act as liaison between the Soil and Water Conservation Program (SWCP), the Soil and Water Conservation Districts Commission, and the local Soil and Water Conservation Districts (SWCD's).
  - b. Implement the Commission's cost-share policies and responsible for the fiscal accountability and management of the program.
  - c. Provide guidance on district operations and training of district boards and their employees in their respective roles.
  - d. Request financial and technical information from parties to ensure Parks, Soils and Water Sales Tax funds are spent in accordance with commission policies.
  - e. Conduct or authorize routine audits of SWCD's on district operations and finances to ensure that funds are being used in accordance with state cost-share rules and commission policy.
  - f. Facilitate coordination between conservation districts when appropriate.
  - g. Utilize conservation districts to administer state conservation programs when appropriate.
  - h. Serve on the NRCS State Technical Committee.
4. Employment/Staffing/Supervision
- a. Each Party to this agreement is responsible for the recruitment, hiring, management, supervision, development, and evaluation of its own personnel.
  - b. ( ) SWCD's (District) Board of Supervisors (Board) or Board-designated district employee(s) will provide administrative supervision of District employees.
  - c. Concerns related to the performance or activities of District employees shall be brought to the attention of the Board at the next regularly scheduled board meeting.
  - d. Concerns related to the performance or activities of NRCS employees shall be communicated via email to the District Conservationist by a Board member.
  - e. Concerns related to the performance or activities of the District Conservationist shall be communicated via email to the Area Conservationist by a Board member.
  - f. Concerns related to the performance or activities of the Board or a Board member shall be communicated via email to the Soil and Water Conservation Program Director.
  - g. To maximize state and federal program implementation, NRCS and the District agree to maintain the staffing levels to the maximum extent possible.
5. Training for District Employees
- a. NRCS shall assist the District Board in securing the training necessary for board determined District employees to secure Engineering Job Approval Authority (EJAA) and Ecological Science Job Approval Authority. NRCS and District Employees shall report to the District Board monthly at their regular board meeting the progress of achieving this objective. NRCS and the District shall achieve this training objective within 2 years of fully executing this agreement. Both parties agree that achieving EJAA is based on the employee's capacity for learning, proper training, demonstration, and competency per the National Engineering Manual and Missouri Supplements.
  - b. NRCS shall provide the District board a step-by-step process for their employee(s) to achieve the Engineering Job Approval and Ecological Science Job Approval Authority as applicable.
  - c. District employees will review their training plans with the district board during annual performance appraisals. Employees that receive job approval authority will have such authority reviewed by the District board during annual performance appraisals. Prior to the

appraisal the board will consult with NRCS District Conservationist as to the employee's job approval authority performance. District Job approval authority performance issues will be addressed by the board by seeking training, clarification, and assistance from NRCS. NRCS removal of job approval authority shall only occur after notification of the board and reasonable attempts to improve the employee's knowledge, skills, and abilities necessary to retain job approval authority.

6. Communication

- a. All parties will strive to keep others, including customers, updated on germane topics. Each Party will maintain good communication practices and ensure the timely dissemination of relevant information.
- b. The District agrees to cooperatively work with NRCS and coordinate items such as NRCS technical assistance and training delivery through the local NRCS District Conservationist at regularly scheduled Board meetings. The District will invite the parties to each open Board meeting.
- c. Annually, parties will review the MOA and its amendments, along with the Unfunded Cooperative Agreement, to ensure each Party fully understands the provisions. The Soil and Water Conservation Program Coordinator will help facilitate this review.

B. Adherence to Technical Standards

The Parties agree to the use of science-based decision-making to address local natural resource issues. Implementation of sound conservation plans and practices will strengthen each party, as well as their roles in the delivery of soil and water conservation.

1. The Conservation District shall:

- a. Adhere to Federal, State, Local, and Tribal laws and regulations.
- b. Adopt NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and other science-based technical standards.
- c. Leverage and promote use of USDA technologies and applications, as appropriate.
- d. Participate in local, state, and national opportunities for policy, program, and project development.

2. NRCS shall:

- a. Develop, update, and disseminate technical standards, policies, and procedures.
- b. Seek input and comment from communities on natural resource conservation policies and issues.
- c. Inform the Conservation District and communities when pending statutes, laws, regulations, policies, or procedures may have a significant impact on the community.
- d. Develop and provide access to USDA technologies and applications to facilitate shared standards, as appropriate.



- e. Maintain full authority in the assignment of Ecological Sciences Job Approval Authority (ESJAA) and Engineering Job Approval Authority (EJAA) based on partner employee's demonstration of required Knowledge, Skills, and Abilities (KSA's).
  - f. Provide non-NRCS employees job approval authority in accordance with NRCS policy and procedures and consistent with State laws.
  - g. Provide engineering job approval, as based on job class and in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.
  - h. Provide conservation planning certifications for non-NRCS employees in accordance with the NRCS policy and Federal, State, and local laws, regulations and codes
  - i. Create and promote opportunities for the Conservation District board members and staff to participate in policy, program, and project development.
  - j. Provide technical or other training for conservation partnership employees in conjunction with its own training, or as separate events. Training must be consistent with and support of NRCS's mission objectives. As such, the principle emphasis will be on the delivery of field-based conservation technical assistance.
3. Missouri Department of Natural Resources and Missouri Soil and Water Districts Commission shall:
- a. Review state cost-share practices throughout all stages of implementation, verifies administrative and technical documentation to ensure practices meet Soil and Water Conservation Districts Commission policy and NRCS standard and specifications.
  - b. Perform site reviews to determine practice eligibility and review of implemented practices for compliance with policies.
  - c. Adhere to Federal, State, Local, and Tribal laws and regulations.
  - d. Adopt NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and other science-based technical standards.
  - e. Leverage and promote use of USDA technologies and applications, as appropriate.
  - f. Assure state statutes and regulations are observed by all parties.

## **V. PROTECTED DATA AND THE PRIVACY ACT**

- A. Any protected data NRCS has given the Conservation District access to is subject to the Privacy Act of 1974, as amended, 5 U.S.C. section 552a (Privacy Act).

The Privacy Act is a federal law that establishes a code of information practices that governs the collection, maintenance, use, and dissemination of information about individuals that is maintained in an agency's system of records. Disclosure of records about an individual from a system of records is prohibited, absent the written consent of the individual, unless disclosure is pursuant to one of twelve exceptions. A routine use, as prescribed in an agency's system of records, is an exception.

For purposes of this MOU and pursuant to the Privacy Act, the following definitions apply:

- **Breach:** The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or

potentially accesses personally identifiable information or (2) an authorized user accesses personally identifiable information for an other than authorized purposed.

- Incident: An occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.
  - Personally Identifiable Information (PII): The term PII refers to the information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. It is important to recognize that information that is not PII can become PII whenever additional information becomes available – in any medium or from any source – that would make it possible to identify an individual.
- B. Data provided in support of this MOU is protected from unauthorized use and unauthorized disclosure pursuant to the administrative and/or civil remedies/criminal penalties as identified in applicable Federal statutes, including the Privacy Act and the Freedom of Information Act (FOIA), 5 U.S.C. § 552. Further, the State's "sunshine law," "open records act," and/or version of the FOIA does not have a competing legal obligation that could potentially be used to compel disclosure of Section 1619 protected data identified in this MOU. Accordingly, all records disclosed under this MOU that are protected from disclosure by Section 1619 are also protected from disclosure under the State's sunshine laws, open records act, or FOIA.
- C. The protected data types approved for disclosure are limited to a Geographical Information System (GIS) shapefile of irrigated and non-irrigated farm tracts that contains land owners and operators contact information that includes first and last name, Farm Serial Number (FSN), address, home telephone number and cell telephone number, or any other information about the agricultural and conservation activities conducted on those tracts.

Protected data approved for disclosure under this MOU shall be strictly limited to only that data necessary for the Conservation District to provide technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands.

- D. Disclosure
1. The Conservation District is authorized access to the protected agricultural data as identified herein. Access to the protected agricultural data as identified herein is to be restricted to those demonstrating a need; the Conservation District determines which staff have a demonstrated need. For purposes of this MOU, disclosure of information to the Conservation District can include receiving the protected data directly from NRCS.
  2. The Conservation District and NRCS will not have live information technology (IT) interconnections. In the process of disclosing the data, NRCS and the Conservation District may use any mutually agreed upon non-live information technology (IT) interconnection data

transfer media and method, provided that the data transfer can be made in full compliance with applicable security and privacy statutes and regulations.

3. Every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Section 1619. This includes former USDA Cooperators, or when individuals currently affiliated Conservation District should leave the organization, every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Section 1619.
- E. The Conservation District must provide information to NRCS indicating how the protected data shall be used. The Conservation District serves as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. The Conservation District will use the data to promote USDA programs, facilitate local working groups (as outlined in NRCS policy), develop a conservation needs assessment, evaluate/measure the technical and community impacts of local conservation efforts, and carry out its responsibilities under this MOU.
- F. If the Conservation District or one of its employee/agents willfully discloses any PII or other information covered by this MOU to a third party not authorized to receive it, the Conservation District may be found liable to the loss and subject civil remedies, as prescribed in 5 U.S.C. 552a(g)(1) and USDA may revoke the Conservation District's access to the data under this Agreement.
- G. NRCS shall:
1. Inform NRCS personnel about the protected data contents of this MOU.
  2. Provide the Conservation District only the protected data referenced in section IV(C) of this MOU.
  3. Review, and if appropriate, issue approval for the Conservation District to release the NRCS provided information that has been transformed into an acceptable statistical or aggregate form to individuals outside of this MOU.
- H. The Conservation District shall:
1. Immediately notify USDA should there be data released that does not abide by this MOU; be responsible for damages to persons or property caused by the negligent acts or omissions of Conservation District employees acting within the scope of their employment in accordance with the Federal Tort Claims Act, codified at 28 USC 2671 et seq.
  2. Immediately destroy any protected data when the Conservation District is no longer a party to this MOU. In such cases, Conservation District shall provide to NRCS written certification that the protected data (paper and/or electronic copy) has been properly destroyed and/or removed from any electronic storage media.
  3. Immediately notify USDA, if the Conservation District, or its contractors, suspect, discover or are notified of a suspected or confirmed Privacy Incident relating to PII provided under this Agreement, the Conservation District shall immediately, but in no event later than two (2) hours from suspicion, discovery, or notification of the suspected or confirmed Privacy Incident. Notification to USDA includes communicating in writing with the Program Office that disclosed

the data to you and/or emailing the USDA FPAC Privacy Officer at [sm.fpac.privacy.office@usda.gov](mailto:sm.fpac.privacy.office@usda.gov).

4. Investigate any Privacy Incident emanating from this agreement involving USDA PII. At minimum, the investigation shall include: (1) Date of Incident, State of Occurrence (if applicable), (2) type of PII involved, (3) number of individuals whose information was exposed, (4) breach/incident method (mail, email, etc.), and (5) mitigation efforts to manage the incident. The Conservation District is responsible for carrying out all necessary measures to remedy the effects of the Privacy Incident.
5. Notify all members of the organization that will be provided access to the protected data about the existence of this MOU. Also, for the duration of this MOU (1) notification about this MOU shall be made to any individual new to the organization if that individual will be provided access to the protected data (notification shall be made prior to the individual being provided access to the protected data) and (2) periodic notification will be sent (at a frequency not to exceed 180 calendar days) to remind all with access to the protected data about the ongoing/continuing requirement to comply with this MOU.
6. Notify NRCS immediately when the Conservation District is no longer, or within 30 calendar days of the date on which the Conservation District will no longer be working in cooperation with the Secretary of Agriculture to fulfill the objectives of this MOU, whichever is sooner.
7. Provide NRCS any requests for the information from anyone outside of this MOU to NRCS for action.
8. Safeguard the protected data limiting access to those individuals working with the Conservation District to fulfill the objectives of this MOU.
9. Track staff who are provided access to data and ensure those staff's compliance with this MOU.
10. Use the protected data in accordance with this MOU.

## **VI. ACKNOWLEDGEMNT OF SECTION 1619 COMPLIANCE**

The Conservation District agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

### **A. Responsibilities.**

1. Signature on this agreement indicates acknowledgment and understanding that the Conservation District is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Conservation District will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this agreement. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The Conservation District will be held responsible should disclosure of the protected information occur.

2. Acceptance of this agreement legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the Conservation District to comply with the provisions in Section 1619. The Conservation District must consult with NRCS prior to providing protected information to an entity or individual outside of the Conservation District and as necessary to implement the program to ensure that such release is permissible.
3. The Conservation District will use the protected information only to perform work that is directly connected to this MOU. Use of the protected information to perform work that is not directly connected to this MOU is expressly prohibited.
4. The Conservation District must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this MOU.
5. The provisions in Section 1619 are continuing obligations. Even when the Conservation District is no longer working towards the purposes of this MOU, or when individuals currently affiliated with the Conservation District become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.
6. The Conservation District must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
7. When the Conservation District is unsure whether particular information is covered or protected by Section 1619, the Conservation District must consult with NRCS to determine whether the information must be withheld.
8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this MOU. Upon the MOU end date, any protected information provided under this MOU must be immediately destroyed or returned to NRCS. The Partner must provide to NRCS written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

B. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:
    - a. State identification and county number (where reported and where located).
    - b. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
    - c. Farm, tract, field, and contract numbers.
    - d. Production shares and share of acres for each Farm Serial Number (FSN) field.
    - e. Acreage information, including crop codes.
    - f. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
    - g. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
    - h. Location of conservation practices.
  2. Section 1619 allows disclosure of “payment information (including payment information and the names and addresses of Partners of payments) under any Department program *that is otherwise authorized by law*” (emphasis added). The names and payment information of producers generally may be provided to the public; however, the Conservation District shall consult with NRCS if there is any uncertainty as to the provision of such information.
  3. Section 1619 also allows disclosure of otherwise protected information if “the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite.” The Conservation District must consult with NRCS as to whether specific information falls within this exception prior to relying on this exception.
- C. Violations. The V will be held responsible for violations of this provision and Section 1619. A violation of this provision by the Conservation District may result in action by NRCS, including termination of the underlying Federal agreement.
- D. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until NRCS notifies the Conservation District that it is no longer required based on changes in applicable Federal law.

**VII. ANTI-HARASSMENT**

- A. USDA will not tolerate harassment or assault within the agency or at partner organizations, field sites, or anywhere USDA programs are conducted. Individuals can notify USDA of concerns about harassment affecting USDA funded projects. The person who reports the concern will receive an automated response acknowledging receipt. Notification may be done anonymously.
- B. If threatened or assaulted, individuals need to immediately try to remove themselves from the assault/threat and contact 911 once you are able to. Once the situation is safe, notify the USDA-

Farm Production and Conservation (FPAC) Homeland Security Division at FPAC-PhysicalSecurity@usda.gov and either your supervisor (USDA employees) or the appropriate USDA program contact (contractors and partners).

- C. The USDA established the Anti-Harassment Program to prevent workplace harassment, any form of unwelcome, persistent, and unsolicited verbal, non-verbal, written, or physical conduct that is offensive and could alter the affected individual's terms and conditions of employment and mitigate harm to any employee subjected to conduct that is or could develop into harassment or bullying. FPAC employees, contractors, volunteers, and those under formal partnership agreements performing work on behalf of USDA with FPAC, may report harassment matters to [sm.fpac.anti-harassmentcomplaints@usda.gov](mailto:sm.fpac.anti-harassmentcomplaints@usda.gov)."
- D. The parties shall maintain a harassment free workplace consistent with USDA's Department regulation (DR) 4200-003, Anti-Harassment Program. This includes but not limited to behaviors associated with harassing, slandering, defamation, threatening, intimidating, making false accusations about, vulgar name calling, disrespecting, and spreading false claims about any NRCS or SWCD employee to any audience.

## VIII. Dispute Resolution

In the event of a dispute between the parties regarding the provision of this agreement, the District Board, the NRCS District Conservationist, and SWCP staff shall meet to resolve the matter. If the dispute cannot be resolved within a reasonable period of time (having regard to the nature of the dispute) it will be referred to the NRCS Area Conservationist and Soil and Water Conservation Program Director for resolution. If the dispute cannot be resolved within a reasonable period of time (having regard to the nature of the dispute), it will be referred to the State Conservationist and Soil and Water Conservation Districts Commission for resolution. If the dispute does not involve the Department of Natural Resources but does impact on the continued business of the Soil and Water Conservation Program, the Department shall, if the parties in dispute agree, act as mediator, to resolve the dispute. If in the case of any dispute that cannot be resolved by agreement or mediation then exit or moving on provisions shall be invoked.

## IX. GENERAL PROVISIONS

### A. Period of Performance

This MOU takes effect upon the signature of the Parties and shall remain in effect until mutually modified or terminated or until expiration in 5 years from date of signature.

### B. Amendments

1. This MOU may be extended or amended upon written request of either Party and the subsequent written concurrence of the other. Either of the Parties may terminate this MOU with a 60-day written notice to the other.
2. This MOU may be supplemented, to reflect mutually agreed-to detailed working arrangements, to include an Annual Workplan and/or Plan of Operations. These may include, but are not limited to, documenting specific objectives or goals, action items, provision for documentation of accomplishments, schedule of planned events, and assignment of responsibilities.

C. Transfer of Funding or Non-Monetary Resources

1. This MOU is established to document the collaborative relationship between the Parties. Nothing in this MOU shall require either Party to obligate or transfer funding, or anything of value. This may include, but is not limited to:
  - a. Office spaces and equipment/supplies
  - b. Vehicles and associated expenses (e.g., fuel, maintenance)
  - c. Computers, software, and technical equipment
2. Specific work projects or activities that involve the transfer of funds, services, or property will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations. The appropriate instruments include:
  - a. Cooperative Agreement (2 CFR 200.24), which allows federal agencies to transfer a thing of value to the State, local or Tribal government, or other recipient to carry out a public purpose of support or stimulation authorized by law of the United States.
  - b. Contribution Agreement (7 USC 6962a), which is a unique statutory authority allowing NRCS to enter into an agreement with a non-federal entity that shares a mutual purpose in carrying out NRCS programs. All parties must contribute resources to the accomplishment of these objectives.
  - c. Reimbursable Agreement (31 USC 6505; PL 90-577), which allows federal agencies to provide specialized or technical services to State and local governments.

D. Other

1. This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.
2. The Department of Agriculture and Conservation District and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure



of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

3. All activities and programs conducted under this MOU shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving federal financial assistance from the Department of Agriculture or any Agency thereof.
4. All activities conducted under this MOU shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
5. This MOU is not transferable. Authorization to obtain protected data may not be bought, sold, traded, assigned, extended to, or given free of charge to any other individual or organization that is not directly covered by this MOU.
6. Contacts for each Party for administrative or technical concerns are listed below:

Natural Resources Conservation Service <i>[insert contact info]</i>	<i>[INSERT NAME]</i> Conservation District <i>[insert contact info]</i>
Missouri Department of Natural Resources <i>[insert contact info]</i>	Soil and Water Commission <i>[insert contact info]</i>

*[insert additional contact and signature blocks if additional stakeholders are included.]*

**X. SIGNATURES**

**USDA NATURAL RESOURCES CONSERVATION  
SERVICE**

***[INSERT NAME]* CONSERVATION DISTRICT**

*[Insert Name, Title]*

*[Insert Name, Title]*

Date

Date

**MISSOURI DEPARTMENT OF NATURAL  
RESOURCES**

**SOIL AND WATER COMMISSION**

*[Insert Name, Title]*

*[Insert Name, Title]*

Date

Date

*[This template was developed primarily for the purpose of documenting resource sharing relationships between NRCS and Conservation Districts. However, it may also be used to document such relationships with other partners. However, in those cases, some of the sample language may need to be changed or removed, and additional language may need to be added. Please work with your assigned GMS in those instances. Remove all red instruction language before finalizing the document.]*

## Statement of Work

### I. Purpose

The purpose of this agreement is to accelerate delivery of Farm Bill programs, accelerate the delivery state cost-share programs, and enhance conservation delivery through a partnership with the [INSERT NAME]. The Natural Resources Conservation Service (NRCS) and [INSERT NAME] (Partner) (together, Parties) have a mutual interest in delivering timely and effective assistance to customers participating in USDA programs and addressing natural resource concerns.

This agreement supplements the Memorandum of Agreement/Understanding between the Parties Number *[insert number]* and documents areas of common interest and clarifies the roles of federal, state, and local partners in providing conservation leadership and technical and financial assistance to customers in order to help them conserve and enhance natural resources through a voluntary cooperative approach. The agreement will specify the sharing of resources between NRCS and the Partner to accomplish delivery of NRCS programs and mutual conservation priorities.

### II. Objectives

*[Sample Language]:*

The Parties will jointly address opportunities, concerns, and problems related to the use of natural resources that help keep land healthy. Benefits of these activities include sustained and improved agricultural productivity; cleaner, safer, and more dependable water supplies; clean air; abundant wildlife; enhanced recreational opportunities; tranquil and scenic landscapes; reduced damages caused by flood, fires, and other natural disasters; and an enhanced natural resource base to support continued economic development and strengthen quality of life.

### III. Budget Narrative

*[Sample Language – include even though no funds will be transferred.]*

The Parties intend to share resources as identified in the “Resources Required” section of this agreement. Because the level of support offered by each party may vary from year to year, at the beginning of each fiscal year the Parties must cooperate to plan and document the specific resources allocated for that year’s performance, including service such as space provided, vehicle usage, equipment usage, and personnel. The Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report could be used for this purpose.

#### **IV. Responsibilities of the Parties**

*[Sample Language Only – Should be updated to reflect actual agreed-to responsibilities]:*

##### **A. NRCS will:**

1. In accordance with Section VI below, provide access to NRCS vehicles, equipment, technology, and technical tools to the maximum extent possible to facilitate mission delivery and enable mutually beneficial program outcomes.
2. In accordance with Section VI below, provide access to shared office spaces, where parties can better collaborate to achieve mutually beneficial outcomes and provide improved access and services to customers within the local community.
3. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the United States. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of Partner or any member of Partner. They also shall not assist the Partner or any member of the Partner with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with Partner, or any member of Partner, concerning future employment and shall refrain from participation in work regarding the Partner until approved by the Agency.

##### **B. Partner will:**

1. In accordance with Section VI below, provide access to shared office spaces on an intermittent, non-exclusive basis, where the parties can better collaborate to achieve mutually beneficial outcomes and provide improved access and services to customers within the local community.
2. Utilize and report vehicle usage in accordance with Section VI, below.
3. Provide an annual report of activities and accomplishments to NRCS District Conservationist by the end of each fiscal year.
4. By entering into this agreement, the undersigned attests that the Partner:
  - a. Has not been convicted of a felony criminal violation under Federal or State law in the past 24 months preceding the date of signature, nor has any officer or agent of the Partner been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of signature.
  - b. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
5. Ensure that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies. In addition, Partner agrees to comply with FPAC and NRCS requirements related to access to Government owned or controlled information systems as may be amended from time to time and communicated to the Partner.

#### **V. Expected Accomplishments and Deliverables**

See the attached Memorandum of Agreement/Understanding Number *[insert number]*, which documents the mutually agreed-to responsibilities of the parties and is incorporated herein.

## **VI. Resources Required**

### *[SAMPLE LANGUAGE]:*

NRCS and the Partner may share resources such as office space, vehicles, equipment, and supplies to carry out program activities. For details, see the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report. All resources provided by NRCS are subject to availability of funds. In the event of a lapse in appropriations and Government shutdown, the Partner will not be permitted to use NRCS resources.

### A. Vehicles

NRCS vehicles may be utilized for official business only as it relates to the work specified in this agreement and attachments, if available and needed.

1. Partner may request use of a government vehicle (GOV) in order to facilitate delivery of conservation technical assistance to landowners in support of the NRCS mission. Use of the vehicle will significantly increase the efficiency of the delivery of conservation programs.
2. Vehicle operators may only use GOVs for NRCS official business specified under this agreement. Operators must avoid, when possible, any situation that may convey an impression to the public that the vehicle operator is using the assigned vehicle for an unofficial purpose.
3. Vehicle operators must immediately report any safety or mechanical deficiencies to local NRCS representative and must not operate the vehicle with known mechanical problems or safety deficiencies. NRCS is responsible for correcting deficiencies.
4. The NRCS will share a GOV with the Partner for official NRCS business. GOVs shall not be used to support any revenue-generating activity for the Partner. This includes but is not limited to use of the GOV to haul equipment that is rented from the District for profit making or for the personal use of employees of the non-federal partner.
5. The Partner will obtain prior written approval from NRCS for using vehicles at irregular hours or under circumstances in which using motor vehicles may create an unfavorable public reaction (for example, during Federal holiday or after business hours).
6. NRCS will bear the cost of maintenance of vehicles used by the Partner. Except in the case of an accident caused by a Partner driver (see vehicle accident provisions below), the NRCS will make repairs as necessary for safety and as needed to keep vehicle in safe operating condition.
7. NRCS will ensure placement of Federal Motor Vehicle Registration System (FMVRS) registration card in every GOV, which serves as the registration and proof of insurance documentation to be provided to law enforcement.
8. The NRCS technical contact for the agreement will work closely with the Partner in fulfilling the terms and conditions of this attachment at the local level.
9. Home-to-work transportation by Partner employees is prohibited.

10. The Partner will ensure that each vehicle operator has a valid state driver's license and instruct operators to carry a valid state driver's license while operating a GOV.
11. The Partner will ensure vehicle operators use all safety devices and follow appropriate motor vehicle manufacturer safety guidelines when operating GOVs. Seat belts must be used when operating or riding in a GOVs.
12. The Partner will ban all vehicle operators from text messaging and using tobacco (smoke and smokeless) while using GOVs.
13. The Partner will utilize the NRCS-provided fleet card to pay for all fuel and repairs, with the exception of accident repairs for which the Partner is paying an auto repair facility directly (see accident provisions below). The Partner must comply with all NRCS fleet card policies, to include but not limited to the use of unique driver PINs, receipt retention requirements, fleet card training requirements, and prohibitions against using the card for unofficial purposes. Partner drivers must safeguard the fleet card at all times to prevent it from potential unauthorized use.
14. The Partner will immediately report all vehicle accidents and traffic violations to NRCS and complete all required documents to report accidents. The Partner will reimburse NRCS or pay an auto repair Company directly for any and all repairs to the GOV as a result of an accident caused by the Partner operator and pay all traffic violation citations.
15. The Partner will assume responsibility for claims arising from accidents caused by Partner Drivers. The Partner will be responsible for receiving, processing, and paying tort claims that are submitted due to an accident caused by a Partner driver.
16. The Partner will notify the NRCS immediately of any loss, theft, or damage to a GOV, GOV license plates, or fleet cards.
17. It is prohibited for individuals other than federal employees or Partner employees performing official NRCS business under this agreement to ride as passengers in GOVs. Any other passengers must be approved through the passenger approval process described in NRCS vehicle policy.
18. The technical contact for the Partner will work with NRCS with fulfilling the terms and conditions of this attachment at the local level.
19. The use of GOVs may be suspended or revoked by NRCS, if it determines that corrective action is needed to meet the provisions of this attachment.
20. The furnishing of vehicles is contingent upon the availability of vehicles and appropriations.
21. The vehicle use policies outlined in this agreement do not contain all Federal, Departmental, and NRCS policies regarding the use of motor vehicles. This document is not intended to provide complete details, and the NRCS and the Partner must abide by all other appropriate policies governing GOV use.
22. Partners working in cooperation with the NRCS under this agreement, may operate, subject to availability, NRCS owned or leased vehicles and equipment. This may include partner owned/leased equipment (i.e., Trailers) to haul utility vehicles and/or related items needed to complete conservation planning activities with participating landowners.

23. Partners shall provide their own liability insurance to cover accidents, injuries, and claims caused by Partner drivers.
24. Official business for vehicle use, defined as work supporting any NRCS program, including conservation work supporting the state cost share program and conservation education activities.
25. Examples of allowable use of NRCS vehicles include:
  - a. Attending Area meetings.
  - b. Conservation educational activities.
  - c. Training provided for SWCD board of supervisors and employee(s) by conservation partners
  - d. Board meetings.
  - e. Partner usage to provide technical service assistance in conservation planning and application or delivery of Farm Bill, State Cost-Share, or other assistance programs.
  - f. Partner usage to attend NRCS conducted meetings, conferences, and/or training.
  - g. Partner usage to attend NRCS sponsored conferences (authorized on a case-by-case basis).
  - h. Partner employee usage to transport/tow an NRCS or SWCD-owned utility vehicle needed for conservation planning activities.
  - i. Partner employee usage to transport any SWCD-owned equipment not for profit making.
  - j. Partner employee usage to conduct Conservation Information and Education Programs such as Envirothon and Poster Contests.

26. Examples of unallowable uses of NRCS vehicles:

- a. Partner employee attendance at meetings, conferences, or training not sponsored or supported by NRCS.
- b. Partner employee attendance at employee organization meetings or conferences.
- c. Partner employee usage to transport any item(s) rented, sold or offered for sale by the District at any time.

B. Office Space

1. Shared work and office spaces are needed to more effectively carry out program activities and provide quality service to our mutual customers.
2. [INSERT NRCS or PARTNER] may have reserved work spaces in [INSERT NRCS or PARTNER] offices or spaces on a [full-time/part-time] basis, as well as access to common spaces such as conference rooms, kitchens, etc.
3. NRCS will work cooperatively to take into account needs of the partner when determining the best allocation of USDA space for employees and partners to best meet the needs of the customers for the Service Center.
4. NRCS maintains full authority for administration of the NRCS Field Office and associated property. These authorities include but are not limited to organization of office space; management and use of NRCS owned equipment and supplies; use and management of NRCS vehicles, computers, and technical equipment; partnering organization storage of materials and equipment at the facility.
5. NRCS maintains full administrative authority for Field office operations during events such as national or local emergencies; natural disasters; pandemic responses; hazardous weather; office closures; or other similar occurrences.

C. Equipment and Technology

1. NRCS will provide the Partner access to USDA computers, software, and the technical information needed to perform the work outlined in this agreement.
2. NRCS will provide access to technologies and applications to ensure consistent technical standards and documentation.

**VII. Milestones**

*[Insert language capturing milestones or refer to existing MOU/MOA]*

On a yearly basis the Parties shall jointly complete the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report.

**VIII. Special Provisions**

- A. This agreement may be extended or amended upon written request of either NRCS or the Partner and the subsequent written concurrence of the other. Either the NRCS or the Partner may terminate this agreement with a 60-day written notice to the other.
- B. The Partner assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.
- C. Employees of the Partner shall remain its employees while carrying out their duties under this agreement and will not be considered Federal employees or agents of the United States for any purposes under this agreement.
- D. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.
- E. Each party assumes responsibility for the actions of its own officials and employees acting within the scope of their employment to the extent provided by Federal, tribal, state, or local laws, including liability for injury to persons or damage to property resulting from the conduct of its own operations. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
- F. Prohibition Against Certain Internal Confidentiality Agreements
  1. The Partner agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"
    - a. You may not require your employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
    - b. You must notify your employees or contractors that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this agreement provision are no longer in



effect.

- c. The prohibition in paragraph (1) of this agreement provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d. If NRCS determines that you are not in compliance with this agreement provision, NRCS:
  - i. Will prohibit your use of funds under this agreement, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
  - ii. May pursue other remedies available for your material failure to comply with agreement terms and conditions.

#### G. Acknowledgment of Section 1619 Compliance

The Partner agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

##### 1. Responsibilities.

- a. Signature on this agreement indicates acknowledgment and understanding that the Partner is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Partner will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this agreement. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The Partner will be held responsible should disclosure of the protected information occur.
- b. Acceptance of this agreement legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the Partner to comply with the provisions in Section 1619. The Partner must consult with NRCS prior to providing protected information to an entity or individual outside of the Partner and as necessary to implement the program to ensure that such release is permissible.
- c. The Partner will use the protected information only to perform work that is directly connected to this agreement. Use of the protected information to perform work that is not directly connected to this agreement is expressly prohibited.
- d. The Partner must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this agreement.
- e. The provisions in Section 1619 are continuing obligations. Even when the Partner is no longer a Partner, or when individuals currently affiliated with the Partner become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.
- f. The Partner must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
- g. When the Partner is unsure whether particular information is covered or protected by Section 1619, the Partner must consult with NRCS to determine whether the information must be withheld.
- h. Use of the protected information for any purpose is expressly prohibited after the period of

performance end date of this agreement. Upon the agreement end date, any protected information provided under this agreement must be immediately destroyed or returned to NRCS. The Partner must provide to NRCS written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

- i. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

## 2. Protected Information.

- a. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:
    - i. State identification and county number (where reported and where located).
    - ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
    - iii. Farm, tract, field, and contract numbers.
    - iv. Production shares and share of acres for each Farm Serial Number (FSN) field.
    - v. Acreage information, including crop codes.
    - vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
    - vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
    - viii. Location of conservation practices.
  - b. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of Partners of payments) under any Department program *that is otherwise authorized by law*" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the Partner shall consult with NRCS if there is any uncertainty as to the provision of such information.
  - c. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The Partner must consult with NRCS as to whether specific information falls within this exception prior to relying on this exception.
3. Violations. The Partner will be held responsible for violations of this provision and Section 1619. A violation of this provision by the Partner may result in action by NRCS, including termination of the underlying Federal agreement.
  4. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until NRCS notifies the Partner that it is no longer required based on changes in applicable Federal law.

## H. Records

1. Comply with state and federal legal requirements and limitations for access and use of relevant records. Confidential and personal information is for official use only and under no circumstances will it be used for personal gain. Adequate safeguards will be in place to protect confidential and personal information and appropriate training will be conducted to ensure all staff members and Board supervisors are advised of

record policies and procedures and that NRCS records and District records are to be maintained in separate file cabinets at all times.

2. The Partner Records are subject to the Missouri Open Records Law.
3. Any Board member or Partner personnel with access to USDA facilities and computer systems shall be subject to the security background checks as required by USDA. Any cost associated with NRCS required background checks of Partner personnel will be paid by the NRCS.
4. In the event of a lapse in appropriations and government shutdown, the Partner will not be permitted access to any NRCS records.

#### I. Technical Standards

Partner personnel must use the NRCS Field Office Technical Guide (FOTG) and/or other science-based technical standards if assisting with NRCS programs or activities.

1. Partners agree to adopt all Missouri Soil and Water Districts Commission Cost Share Program Policies.
2. Partners agree to adopt NRCS policies and procedures associated with practice planning, design, and certification, including the technical standards and specifications, and implementation requirements contained in the Field Office Technical Guide (FOTG).
3. Partners agree to adhere to applicable Federal, State, Local, and Tribal laws and regulations including compliance with the National Environmental Policy Act (NEPA) and the requirement to complete an environmental evaluation for all planned practices (Form NRCS-CPA-052) prior to implementing any practice.
4. If the Partner fails to comply with the technical standards provisions outlined above, then NRCS may cease any or all activities related to the delivery of State Cost Share assistance and Partner may cease all assistance with all Farm Bill delivery. This includes, but not limited to, conservation planning, design, check out, certification of practices meeting standards and specifications, and implementation of all practices. The Parties may resume assistance once corrective actions have been taken.

#### J. Training

1. The Parties will provide appropriate leadership in administrative and technical training as determined by program needs and required by USDA, NRCS and Partner policy.
2. Training also includes the orientation of all employees and officials in organizational philosophies, programs, authorities, roles and responsibilities of the parties.
3. As applicable and as resources allow, training sponsored by either Party can be made available to each Party's personnel without cost to the other party, including timely notice to the other of any impending training opportunities.
4. NRCS maintains full authority in the assignment of Ecological Sciences Job Approval Authority (ESJAA) and Engineering Job Approval Authority (EJAA) based on partner employee's demonstration of required Knowledge, Skills, and Abilities (KSA's) in accordance with NRCS policy and procedure. District Conservationist will provide oversight to ensure employees working within the District apply ESJAA & EJAA according to local resource concerns.

## K. Civil Rights

All activities and programs conducted under this Agreement shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving Federal financial assistance from the Department of Agriculture or any Agency thereof.

The parties shall maintain a harassment free workplace consistent with USDA's Department regulation (DR) 4200-003, Anti-Harassment Program. This includes but not limited to behaviors associated with harassing, slandering, defamation, threatening, intimidating, making false accusations about, vulgar name calling, disrespecting, and spreading false claims about any NRCS or SWCD employee to any audience.

## L. Dispute Resolution

In the event of a dispute between the District and NRCS regarding the provision of this agreement, the District Board and the NRCS District Conservationist shall meet to resolve the matter. If the dispute cannot be resolved within a reasonable period of time (having regard to the nature of the dispute) it will be referred to the NRCS Area Conservationist and Soil and Water Conservation Program Director for resolution. If the dispute cannot be resolved within a reasonable period of time (having regard to the nature of the dispute), it will be referred to the State Conservationist and Soil and Water Conservation Districts Commission for resolution. If the dispute does not involve the Department of Natural Resources but does impact on the continued business of the Soil and Water Conservation Program, the Department shall, if the parties in dispute agree, act as mediator, to resolve the dispute. If in the case of any dispute that cannot be resolved by agreement or mediation, then exit or moving on provisions shall be invoked. If this occurs, the NRCS State Conservationist and/or the Soil and Water Conservation Districts Commission have the authority to impose removal of staff or Board member(s).

## IX. Protected Data and the Privacy Act

- A. Any protected data NRCS has given the Partner access to is subject to the Privacy Act of 1974, as amended, 5 U.S.C. section 552a (Privacy Act).

The Privacy Act is a federal law that establishes a code of information practices that governs the collection, maintenance, use, and dissemination of information about individuals that is maintained in an agency's system of records. Disclosure of records about an individual from a system of records is prohibited, absent the written consent of the individual, unless disclosure is pursuant to one of twelve exceptions. A routine use, as prescribed in an agency's system of records, is an exception.

For purposes of this agreement and pursuant to the Privacy Act, the following definitions apply:

- **Breach:** The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses personally identifiable information for an other than authorized purposed.
- **Incident:** An occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

- Personally Identifiable Information (PII): The term PII refers to the information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. It is important to recognize that information that is not PII can become PII whenever additional information becomes available – in any medium or from any source – that would make it possible to identify an individual.

B. Data provided in support of this agreement is protected from unauthorized use and unauthorized disclosure pursuant to the administrative and/or civil remedies/criminal penalties as identified in applicable Federal statutes to include the Privacy Act and the Freedom of Information Act (FOIA), 5 U.S.C. § 552. Further, the State's "sunshine law," "open records act," and/or version of the FOIA does not have a competing legal obligation that could potentially be used to compel disclosure of Section 1619 protected data identified in this agreement. Accordingly, all records disclosed under this agreement that are protected from disclosure by Section 1619 are also protected from disclosure under the State's sunshine laws, open records act, or FOIA.

C. The protected data types approved for disclosure are limited to a Geographical Information System (GIS) shapefile of irrigated and non-irrigated farm tracts that contains Landowners and Operators contact information that includes first and last name, Farm Serial Number (FSN), address, home telephone number and cell telephone number, or any other information about the agricultural and conservation activities conducted on those tracts.

Protected data approved for disclosure under this agreement shall be strictly limited to only that data necessary for the Partner to provide technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands.

D. Disclosure

1. The Partner is authorized access to the protected agricultural data as identified herein (see section IV(6)). Access to the protected agricultural data as identified herein is to be restricted to those demonstrating a need; the Partner determines which staff have a demonstrated need. For purposes of this agreement disclosure of information to the Partner can include receiving the protected data directly from NRCS.
2. The Partner and NRCS will not have live information technology (IT) interconnections. In the process of disclosing the data, NRCS and the Partner may use any mutually agreed upon non-live information technology (IT) interconnection data transfer media and method, provided that the data transfer can be made in full compliance with applicable security and privacy statutes and regulations.
3. Every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Section 1619. This includes former USDA Cooperators, or when individuals currently affiliated Partner should leave the organization, every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Section 1619.

E. The Partner must provide information to NRCS indicating how the protected data shall be used. The Partner serves as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. The Partner will use the data to promote USDA programs, facilitate local working groups (as outlined in NRCS policy), develop a conservation needs assessment, evaluate/measure the technical and community impacts of local conservation efforts, and carry out its responsibilities under this MOU.

- F. If the Partner or one of its employee/agents willfully discloses any PII or other information covered by this agreement to a third party not authorized to receive it, the Partner may be found liable to the loss and subject civil remedies, as prescribed in 5 U.S.C. 552a(g)(1) and USDA may revoke the Partner's access to the data under this Agreement.
- G. NRCS shall:
1. Inform NRCS personnel about the protected data contents of this agreement.
  2. Provide the Partner only the protected data referenced in section IX(C) of this agreement.
  3. Review, and if appropriate, issue approval for the Partner to release the NRCS provided information that has been transformed into an acceptable statistical or aggregate form to individuals outside of this agreement.
- H. The Partner shall:
1. Immediately notify USDA should there be data released that does not abide by this agreement; be responsible for damages to persons or property caused by the negligent acts or omissions of Partner employees acting within the scope of their employment in accordance with the Federal Tort Claims Act, codified at 28 USC 2671 et seq.
  2. Immediately destroy any protected data when the Partner is no longer a party to this agreement. In such cases, Partner shall provide to NRCS written certification that the protected data (paper and/or electronic copy) has been properly destroyed and/or removed from any electronic storage media.
  3. Immediately notify USDA, if the Partner, or its contractors, suspect, discover or are notified of a suspected or confirmed Privacy Incident relating to PII provided under this Agreement, the Partner shall immediately, but in no event later than two (2) hours from suspicion, discovery, or notification of the suspected or confirmed Privacy Incident. Notification to USDA includes communicating in writing with the Program Office that disclosed the data to you and/or emailing the USDA FPAC Privacy Officer at [sm.fpac.privacy.office@usda.gov](mailto:sm.fpac.privacy.office@usda.gov).
  4. Investigate any Privacy Incident emanating from this agreement involving USDA PII. At minimum, the investigation shall include: (1) Date of Incident, State of Occurrence (if applicable), (2) type of PII involved, (3) number of individuals whose information was exposed, (4) breach/incident method (mail, email, etc.), and (5) mitigation efforts to manage the incident. The Partner is responsible for carrying out all necessary measures to remedy the effects of the Privacy Incident.
  5. Notify all members of the organization that will be provided access to the protected data about the existence of this agreement. Also, for the duration of this agreement (1) notification about this agreement shall be made to any individual new to the organization if that individual will be provided access to the protected data (notification shall be made prior to the individual being provided access to the protected data) and (2) periodic notification will be sent (at a frequency not to exceed 180 calendar days) to remind all with access to the protected data about the ongoing/continuing requirement to comply with this agreement.
  6. Notify NRCS immediately when the Partner is no longer, or within 30 calendar days of the date on which the Partner will no longer be working in cooperation with the Secretary of Agriculture to fulfill the objectives of this agreement, whichever is sooner.
  7. Provide NRCS any requests for the information from anyone outside of this agreement to NRCS for action.
  8. Safeguard the protected data limiting access to those individuals working with the Partner to fulfill the objectives of this agreement.

9. Track staff who are provided access to data and ensure those staff's compliance with this agreement.
10. Use the protected data in accordance with this agreement.

**X. ANTI-HARASSMENT**

- A. USDA will not tolerate harassment or assault within the agency or at partner organizations, field sites, or anywhere USDA programs are conducted. Individuals can notify USDA of concerns about harassment affecting USDA funded projects. The person who reports the concern will receive an automated response acknowledging receipt. Notification may be done anonymously.
- B. If threatened or assaulted, individuals need to immediately try to remove themselves from the assault/threat and contact 911 once you are able to. Once the situation is safe, notify the USDA-Farm Production and Conservation (FPAC) Homeland Security Division at [FPAC-PhysicalSecurity@usda.gov](mailto:FPAC-PhysicalSecurity@usda.gov) and either your supervisor (USDA employees) or the appropriate USDA program contact (contractors and partners).
- C. The USDA established the Anti-Harassment Program to prevent workplace harassment, any form of unwelcome, persistent, and unsolicited verbal, non-verbal, written, or physical conduct that is offensive and could alter the affected individual's terms and conditions of employment and mitigate harm to any employee subjected to conduct that is or could develop into harassment or bullying. FPAC employees, contractors, volunteers, and those under formal partnership agreements performing work on behalf of USDA with FPAC, may report harassment matters to [sm.fpac.anti-harassmentcomplaints@usda.gov](mailto:sm.fpac.anti-harassmentcomplaints@usda.gov)."

**XI. Termination of Unfunded Cooperative Agreement**

A violation of these provision by the Partner may result in action by NRCS, including termination of the underlying Federal agreement. As violations occur each party will have 30 days to adequately address the violation. If there is no successful resolution to the violation, then agreement will be terminated.