



Jeremiah W. (Jay) Nixon, Governor • Sara Parker Pauley, Director

DEPARTMENT OF NATURAL RESOURCES


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MEMORANDUM

2013-016

DATE: April 26, 2013

TO: All Soil and Water Conservation Districts

FROM:  Colleen Meredith, Director
Soil and Water Conservation Program

SUBJECT: Cooperative Working Agreement

A workgroup made up of representatives from the Missouri Association of Soil and Water Conservation Districts, Missouri Soil and Water Conservation Districts Employees Association, United States Department of Agriculture Natural Resources Conservation Service (NRCS), Soil and Water Districts Commission (Commission) and the Missouri Department of Natural Resources (Department) has updated the Cooperative Working Agreement (formerly Memorandum of Understanding).

The workgroup obtained input from the soil and water conservation districts and met multiple times to recommend and implement changes to the original document. Changes to the document include the following: adding the Department of Natural Resources as an active partner, defining the roles of each partner for the overall benefit of conservation activities, managing personnel, updating language contained in the Freedom of Information Act and Privacy Act, defining equipment/transportation sharing at the local level, updating facility management, communicating among partners, and updating language to be consistent with current policies and laws. Through these efforts, the agreement is ready to be finalized by each soil and water conservation district through signature by the board chair.

An electronic copy of the Cooperative Working Agreement is attached and includes signatures from the Department, NRCS and the Commission. Please complete the following actions by July 1, 2013, to finalize the agreement: print two copies of the agreement, enter the district name on the first page of each copy, and review and sign both copies.

After the board has signed both copies of the agreement, the district should: 1) keep a signed copy; 2) email Patty.Chapman@dnr.mo.gov an electronic copy for the Department's records, and 3) give a signed copy to your NRCS District Conservationist.

If you have any questions regarding this agreement, please contact your district coordinator. Thank you for your continuing partnership.

CM:afd

Attachment



COOPERATIVE WORKING AGREEMENT
Between the
NATURAL RESOURCES CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE
And

THE _____ COUNTY
SOIL AND WATER CONSERVATION DISTRICT
and
THE MISSOURI SOIL AND WATER DISTRICTS COMMISSION
and
THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

For their Cooperation in the
Conservation of Natural Resources

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), referred to as the "Service" and the local County Soil and Water Conservation District referred to as the "District," and the Missouri Soil and Water Districts Commission referred to as the "Commission," and the Missouri Department of Natural Resource's Soil and Water Conservation Program referred to as the "Department," herein jointly referred to as the "Partnership" or "Partner/s."

PURPOSE AND SCOPE

The purpose of this agreement is to replace any previous Memorandum of Understanding or Cooperative Working Agreements between the USDA's NRCS, the Soil and Water Conservation District, and the Soil and Water Districts Commission of Missouri. This cooperative working agreement documents those areas of common interest to the state, Federal, and local partnership in natural resource conservation. The purpose of this Cooperative Working Agreement is to define the roles and responsibilities of the **Partnership** in addressing the specific natural resource conservation needs of our customers.

The customers of the **Partnership** are individual landowners, other land users, Federal and state land management agencies, local units of government, and the general public.

This agreement is not a legally binding document, but a mutual pledge of cooperation in providing leadership and assistance in natural resource conservation.

Each **Partner** may have specific responsibilities and function differently, yet will rely on each other for the successful delivery system of conservation programs related to improving and protecting Missouri's natural resources.

An Operational Agreement may be developed by the **Partners** at the local level that outlines specific policy and procedures as agreed upon by all partners involved.

MISSION

The mission of the conservation **Partnership** is to provide leadership and administer programs to help people conserve, improve, and sustain our natural resources and environment.

VISION

It is our intent to be leaders in providing quality, innovative service for the conservation and enhancement of Missouri's natural resources.

COMMUNICATION

Good communication is the basis of success in carrying out the goals and objectives of this Cooperative Working Agreement among the conservation **Partners**. Since it is a partnership, communication is a vital part of the cooperation that is necessary for the **Partners'** programs to be implemented and administered successfully. All aspects of the conservation **Partners'** programs are dependent upon using communication in an effective and positive way, whether it is between the **Partners** themselves or at the level of the customer. The conservation **Partners** will examine their communication needs and find the most effective ways to establish and maintain good communication practices in order to deliver the best programs and services possible.

AUTHORITIES, STATUTES, LAWS

The **Service** is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as provided in the Soil Conservation and Domestic Allotment Act, 16 United States Code (USC), Section 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.

The **District** has been organized pursuant to the "Missouri Soil and Water Conservation Districts Law" [278.060 – 278.155, Missouri Revised Statute (RSMo)] to promote all reasonable measures for the saving of soil and protecting the water resources within that soil and water conservation district and to exercise all public powers in connection with soil and water conservation objectives. The **District** is also responsible for the administration and accountability of local or other funds secured by the district.

The **Commission** is authorized by "The Soil and Water Conservation Districts Law" (278.060 – 278.155, RSMo) to formulate policies and general programs for the saving of Missouri's soil and protecting the water resources by the soil and water conservation districts and to exercise all public powers in connection with soil and water conservation.

The **Department** is charged with developing a budget for the Soil and Water Conservation Program under the authority granted under the "Omnibus State Reorganization Act of 1974." The **Department** is also responsible for the administration and accountability of the funds collected and/or provided through the department.

ROLES AND RESPONSIBILITIES

The **Service** provides technical assistance through local soil and water conservation districts to assist land users in the conservation and management of natural resources utilizing the Service Standards

and Specifications in conjunction with the guidance provided within the state and Federal program regulations and policies. The **Service** agrees to provide resource data, analysis, technical information, assistance, and available USDA programs to support the **District**. It will also utilize the **District's** direction in developing the means for the effective delivery of programs and services.

The **District** agrees to assist with the delivery of state and Federal program implementation at the local level based on natural resource and customer needs. The **District** will provide input to the **Commission** and the Federal partners for program administration and long-range planning. **District** programs will be administered by the **District** board with the input of the conservation **Partners**. The **District** has the responsibility to provide local leadership in identifying the resource needs of their district. These resource needs should be communicated to the **Commission** through an annual needs assessment.

The **Commission** agrees to formulate policy and general programs and allocate appropriated funds to assist the **District** in addressing its resource needs. This includes effectively administering a state-funded soil and water conservation cost-share program. It will also convey to the **District** any other available aid. The **Commission** will provide support for its programs through **Department** staff.

The **Department** will provide support for the Commission-authorized programs.

The **Partners** may utilize the services of other agencies or organizations to carry out the programs.

GUIDING PRINCIPLES

The **Partnership** will provide state and local leadership in resource conservation and mutually agree to:

- Develop and maintain a comprehensive long-range plan to conserve the soil and protect the water resources on Missouri's agricultural land. This will guide the **Partnership** in addressing priority local natural resource issues with effective strategies which are acceptable to the customers.
- Develop a district annual needs assessment, which may include priorities that are compatible with the long-range plan.
- Maintain and improve a grassroots delivery system that supports state and Federal programs.
- Build new alliances to strengthen the **Partnership**.
- Involve each **Partner** in the decision-making process. Maintain decision making at the local level whenever possible and empower people to make decisions at the appropriate level.
- Ensure the stewardship of the taxpayers' funds through reviewing practice options with optimal long-term effects of protecting our natural resources.
- Promote economically and technically sound science based conservation measures.

- Foster a spirit of cooperation and maintain a professional work environment by advancing team building and practicing teamwork through a mutually respectful manner.
- The **Partnership** will coordinate the implementation of Federal and state program funds.
- Advocate comprehensive resource management planning which meets customer needs and addresses natural resource concerns through the needs assessment process.
- Work toward effective customer service by listening, anticipating, and responding to our customers' natural resource needs. This commitment will be a basis for decision making at each level of organization.
- Develop and maintain an effective communication system throughout the **Partnership**.

SERVICE (PROGRAM) DELIVERY

Natural Resource Data and Planning

The **Partners** will coordinate with public and private groups, other resource agencies, and interested parties to share information and resources in developing natural resource plans.

Pertinent natural resource, economic, and social data from credible sources will be collected and used in natural resource planning. The **Partnership** will review data to ensure reliability.

The **Partners** agree to identify, define, and coordinate the collection and use of resource inventory data. They will cooperate in monitoring and validating the resource inventory to ensure the data meets the needs of resource planning and evaluation processes.

The **Service** will have leadership responsibility for the maintenance of natural resource information. The **Partners** agree to work toward establishing and maintaining accessible databases.

The **Partners** will coordinate their efforts in the communication of program information to their customers.

Technical Standards

The **Partners** agree to adopt the **Service's** Field Office Technical Guide as the standard for planning and implementing resource management systems and practices. The **Service** will have primary responsibility for developing and maintaining the Technical Guide. The **Service** will consult with the **Partners** and the scientific community in making revisions or additions.

The **Partners** will work collectively in the assignment of conservation planning and application responsibilities. The **Service** can grant any technician NRCS job approval authority based on the employee's knowledge, skill, and ability level for the applicable conservation practice.

The **Department** will work with the **Service** in development of standardized testing aptitudes for non-engineering practices for technician certification.

The **Partners** will follow the technical standards and specifications within the guidance of state and Federal program rules and policies.

Technical Assistance

The **Partners** will work together to determine the amount of technical and administrative assistance needed and available for program delivery at each level. Work organization and staff assignments and responsibilities for technical assistance will be coordinated by the **Partners** at the appropriate level.

The **Service** will provide technical assistance to conservation and tribal districts in accordance with NRCS General Manual 180 Part 401.36 entitled, "Assistance to Conservation and Tribal Districts." This assistance will be based on funds availability and mandated workload priorities. The **District** will assist with the administrative planning support of related Farm Bill activities through case file management, development of conservation plans and supporting documents as well as reporting technical assistance in **Service** databases. Assistance may also include scheduling appointments with customers and tracking workload requests.

The **Partnership** will not recommend vendors/contractors to landowners who are implementing soil and water conservation practices. The Federal law referred to as the Anti-Kickback Act of 1986 prohibits this type of action.

The **Partnership** will not charge an application fee or deposit to landowners for clerical and technical assistance in processing cost-share program payments.

Geographical Boundaries

The district will be the basic service boundary for district personnel. If the **District** would like to share staff expertise with other districts, they may develop a stand-alone Memorandum of Understanding. **Districts** may elect to develop multi-district/NRCS program plans for a common resource area or Field Office Service Area. The **Service** will provide assistance with an interdisciplinary team working across district boundaries.

OPERATING PROCEDURES

Equipment and Supplies Necessary for Administration of the State and Federal Programs

The **Partners** agree to provide equipment and supplies within limitations of funds necessary to carry out their programs.

The **Partners** will authorize employees to use each other's office and technical equipment, software, or supplies available when such use will increase program effectiveness, is in accordance with policy, and consistent with the mission.

The **Partners** will require their employees to follow each other's management regulations and procedures as required in the management of office and technical equipment, software, supplies, and office space.

The **Department** will provide the **District** with the necessary computer software and hardware needed to deliver state program.

Transportation

The **District** and **Service** will follow the **District's Agreement for Intermittent Use of Transportation Equipment**. Other non-Federal employees, including **Department** staff, working in cooperation with the NRCS under this agreement may operate or be passengers in NRCS-owned or leased vehicles and transport the necessary equipment for the design and certification of conservation practices. The restrictions, regulations, and guidelines that pertain to NRCS employees' official use also apply to non-Federal employees working under the authority of this agreement. Under no circumstance shall NRCS-owned or leased vehicles or any equipment transported using those vehicles, be used for personal use or revenue-making activities of the non-Federal partner.

The **Service** agrees to provide transportation within fund limitations and service guidelines.

The **District** agrees to provide transportation as needed and available beyond that which is provided by the **Service** as funding allows.

Non-state employees working in cooperation with the **Department** in conducting state business are authorized passengers in a state owned or leased vehicle according to Missouri Department of Natural Resources' *Administrative Policies and Procedures* 6.01.

Facilities and Records

The **Service** will direct its primary resources toward technical staff, office space, and transportation for both **Service** and **District** needs within fund limitations and authorities.

The **District** will provide clerical and technical assistance for both **Service** and **District** needs within fund limitations and authorities.

The **Service** agrees to provide office space and related services when such space and/or service can be provided within funds limitations and authorities. The **Service** will permit conservation **Partners** to use **Service** communications for official business.

The **Partners** agree to consult with each other on office space needs.

If the **District** is a stand-alone office, they agree to provide workspace for the **Service**.

Each **Partner** will provide guidance and technology necessary for reports, records management, and other administrative needs of the programs.

The **Service** shall grant the **Department** access to pertinent files related to state cost-share practices for reviewing and auditing purposes. The **Department** agrees to comply with the Privacy Act and Freedom of Information Act (FOIA) as discussed later in this document.

The **Partnership** agrees to comply with RSMo 278.135, related to the marketing or buying and selling of farm products.

FINANCIAL RESPONSIBILITY

The **Partners** will work together to maximize available resources to accomplish natural resource priorities.

Neither the: **Service**, the **District**, the **Commission**, nor the **Department** is bound by any obligation in this agreement which will involve the expenditure of funds in excess of the amounts made available to any **Partner**.

The **Partners** agree to be accountable for funding and/or resources available to them.

The **Department** will provide for surety bonds for all **District** board members and employees entrusted with funds or property.

PERSONNEL

The responsibility of employment of personnel will be determined by each **Partner** for its employees. The **Partners** will work together to coordinate staffing that supports identified resource needs.

All employees will receive an orientation and be provided with a detailed job description.

Each **Partner** will develop a personnel policy to serve their respective employees with issues such as benefits, salaries, leave policies, work scheduling, hiring, termination, and any other issue they deem to be pertinent.

Employees will receive a scheduled job performance evaluation, which may include participation of **Partnership** agencies. Overall supervision of employees will be the responsibility of each **Partner** for its own employees. Daily work coordination may be established upon the agreement of all involved.

Training will be made available to employees to meet the duty requirements of each job and to improve efficiency and effectiveness of conservation programs and services. All **Partners** should make training opportunities available, within funding limitations; that will result in improved quality and quantity of service to the customer.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

Each **Partner** will comply with all Federal, State, and Local Laws and Regulations.

The **Service** is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as provided in the Soil Conservation and Domestic Allotment Act, 16.590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.

The Missouri Soil and Water Conservation Districts Law (Section 278.060-278.300, RSMo) authorize the **Districts** to enter into agreements with the United States and its agencies.

The **Partners** will each assume liability for the actions of their respective officials and employees acting within the scope of their duties to the extent provided by law.

PRIVACY ACT & FOIA

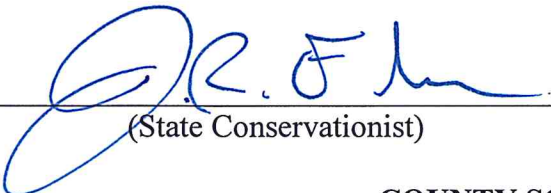
It is the intent of the **Service** to safeguard data collected and maintained in a system of records in accordance with the provisions and clauses of the Privacy Act and the FOIA. Therefore, information maintained in the **Service** records shall be controlled by the **Service** in such a way that ensures public trust and confidence. Attached "Acknowledgement of Section 1619 Compliance" incorporated in full text.

The **District** agrees to comply with NRCS General Manual guidelines (GM 120-408) regarding the disclosure of information protected by the FOIA [5 USC 552(a)] and Privacy Act provisions. Information protected in participant case files shall not be disclosed to the general public except in cases approved by the FOIA Officer. The FOIA Officer should be contacted if questions arise whether to release information covered by the FOIA and Privacy Act pursuant to one of the exemptions under the Acts.

CIVIL RIGHTS

The programs conducted will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 and other nondiscrimination statutes, namely Section 504, Title IX, and the Age Discrimination Act of 1975, and in accordance with the regulations of the Secretary of Agriculture (Title 7 of the Code of Federal Regulations, Section 15, Subparts A and B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency thereof.

NATURAL RESOURCES CONSERVATION SERVICE

By:  _____
(State Conservationist)

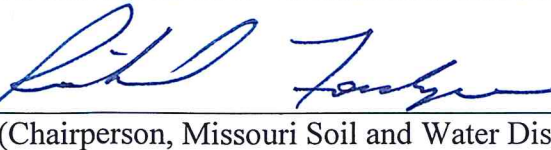
Date: 4-19-13

_____ **COUNTY SOIL AND WATER CONSERVATION DISTRICT**

By: _____
(Chairperson, Soil and Water Conservation District)

Date: _____

MISSOURI SOIL AND WATER DISTRICTS COMMISSION

By:  _____
(Chairperson, Missouri Soil and Water Districts Commission)

Date: 4/16/13

MISSOURI DEPARTMENT OF NATURAL RESOURCES

By:  _____
(Director, Missouri Department of Natural Resources)

Date: 4-26-13

**NATURAL RESOURCES CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE**

ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

Purpose and Background

The purpose of this Acknowledgment of Section 1619 compliance (hereinafter “Acknowledgment”) is to require acknowledgment by the Soil and Water Conservation Districts (SWCD) of the requirements of Section 1619 of the Food, Conservation, and Energy Act of 2008 (the 2008 Farm Bill), which prohibits disclosure of certain information by the Department of Agriculture (USDA) and its cooperators. The SWCD assists Natural Resources Conservation Service (NRCS) in the delivery of conservation-related services (for example, services that sustain agricultural productivity, improve environmental quality, reduce soil erosion, enhance water supplies, improve water quality, increase wildlife habitat, and reduce damages caused by floods and other natural disasters) or with monitoring, assessing, or evaluating of conservation benefits from USDA conservation programs under a Cooperative Working Agreement. Those individuals or organizations (governmental or nongovernmental) that assist NRCS with providing conservation-related services are known as NRCS Conservation Cooperators.

NRCS Conservation Cooperator

As an NRCS Conservation Cooperator, SWCD is authorized access to otherwise-protected agricultural information. Such protected information must be strictly limited to only that information necessary for SWCD to provide conservation related services or to perform monitoring, assessing, or evaluating of conservation benefits. Disclosure to the SWCD can include receiving the protected information either: 1) directly from NRCS; 2) directly from the producer or owner as part of the process required to enable a producer or owner to participate in a USDA program; or 3) in another manner with the producer’s permission.

Section 1619 of the 2008 Farm Bill

Section 1619 of the Food, Conservation, and Energy Act of 2008 (Exhibit 1) hereinafter “section 1619” provides that USDA, or any “contractor or cooperator” of USDA, “shall not disclose—(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in the programs of the Department; or (B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.” The Department of Agriculture may disclose protected information to a USDA cooperator when such cooperator is “providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices” if USDA determines that the protected information will not be subsequently disclosed, except in accordance with the exceptions contained in Section 1619. The SWCD is a “contractor or cooperator” of USDA within the meaning of Section 1619. Accordingly, the SWCD may not subsequently disclose any information protected by section 1619. By signature on this Acknowledgment, the SWCD is certifying future compliance with the statutory obligations under Section 1619. Upon execution of this Acknowledgment, NRCS may continue to provide to the SWCD the protected information provided under this agreement.

Responsibilities

The SWCD (hereinafter the “Conservation Cooperator”) certifies that:

- Signature on this Cooperative Working Agreement indicates acknowledgment and understanding that the Conservation Cooperator is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Conservation Cooperator will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this Acknowledgment. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The Conservation Cooperator will be held responsible should disclosure of the protected information occur.
- Signature on this Acknowledgment legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the Conservation Cooperator to comply with the provisions in Section 1619. The Conservation Cooperator must consult with NRCS prior to providing protected information to an entity or individual outside of the Conservation Cooperator and as necessary to implement the program to ensure that such release is permissible.
- The Conservation Cooperator will use the protected information only to perform work that is directly connected to provide conservation related services or perform monitoring, assessing, or evaluating conservation benefits. Use of the protected information to perform work that is not directly connected to provide conservation related services or perform monitoring, assessing, or evaluating conservation benefits is expressly prohibited.
- The Conservation Cooperator must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information in order to provide conservation related services or perform monitoring, assessing, or evaluation of conservation benefits.
- The provisions in Section 1619 are continuing obligations. Even when the Conservation Cooperator is no longer an NRCS Conservation Cooperator, or when individuals currently affiliated with the Conservation Cooperator become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with the provisions of this Acknowledgment.
- The Conservation Cooperator must notify all managers, supervisors, employees, contractors, agents, and representatives about this Acknowledgment and the requirements of Section 1619. For the duration of this Acknowledgment, notifications about the existence of this Acknowledgment 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.
- When the Conservation Cooperator is unsure whether particular information is covered or protected by Section 1619, the Conservation Cooperator must consult with NRCS to determine whether the information must be withheld.

- This Acknowledgment is nontransferable and may not be bought, sold, traded, assigned, extended to, or given free of charge to any other individual or organization not directly covered by this Acknowledgment.
- Use of the protected information for any purpose is expressly prohibited when an individual or organization is no longer an NRCS Conservation Cooperator. When the Conservation Cooperator is no longer an NRCS Conservation Cooperator, any protected information provided under this Acknowledgment must be immediately destroyed or returned to NRCS. The Conservation Cooperator 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.
- The State's "sunshine law," "open records act" or other version of the FOIA 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.
- Note: If the Secretary of Agriculture cannot determine that the protected information will be properly withheld by a State governmental agency, (for example., State policy indicating that public disclosure of information will not be required for records that are specifically required by the Federal Government to be kept confidential), then section 1619 prohibits the disclosure of the protected information to the State governmental agency. Acknowledgement of this provision by a State agency/employee's signature confirms a presumption for that determination. Conversely, failure or refusal to sign undermines the determination and prevents information sharing.

Protected Information

An example of the type of information prohibited by disclosure under Section 1619 includes, but is **not limited to**, the following:

- State identification and county number (where reported and where located).
- Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
- Farm, tract, field, and contract numbers.
- Production shares and share of acres for each Farm Serial Number field.
- Acreage information, including crop codes.
- All attributes for Common Land Units in USDA's Geospatial Information System
- Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
- Location of conservation practices.

Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients 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 Cooperator shall consult with NRCS if there is any uncertainty as to the provision of such information.

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 Cooperator must consult with NRCS as to whether specific information falls within this exception prior to relying on this exception.

Violations

The Conservation Cooperator will be held responsible for violations of this Acknowledgment and Section 1619. A violation of this Acknowledgment by the Conservation Cooperator may result in action by NRCS, including termination of the underlying this agreement.

Effective Period

This Acknowledgment will be in effect on the date of the final signature and continues until NRCS notifies the Conservation Cooperator that the Acknowledgment is no longer required based on changes in applicable Federal law.

SECTION 1619. INFORMATION GATHERING.

(a) **GEOSPATIAL SYSTEMS**—The Secretary shall ensure that all the geospatial data of the agencies of the Department of Agriculture are portable and standardized.

(b) LIMITATION ON DISCLOSURES—

(1) **DEFINITION OF AGRICULTURAL OPERATION**—In this subsection, the term “agricultural operation” includes the production and marketing of agricultural commodities and livestock.

(2) **PROHIBITION**—Except as provided in paragraphs (3) and (4), the Secretary, any officer or employee of the Department of Agriculture, or any contractor or cooperator of the Department, shall not disclose—

(A) Information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in programs of the Department; or

(B) Geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.

(3) AUTHORIZED DISCLOSURES—

(A) **LIMITED RELEASE OF INFORMATION**—If the Secretary determines that the information described in paragraph (2) will not be subsequently disclosed except in accordance with paragraph (4), the Secretary may release or disclose the information to a person or Federal, State, local, or tribal agency working in cooperation with the Secretary in any Department program—

(i) When providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices; or

(ii) When responding to a disease or pest threat to agricultural operations, if the Secretary determines that a threat to agricultural operations exists and the disclosure of information to a person or cooperating government entity is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.

(4) EXCEPTIONS—Nothing in this subsection affects—

(A) The disclosure of payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law;

(B) The disclosure of information described in paragraph (2) 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 site; or

(C) The disclosure of information described in paragraph (2) pursuant to the consent of the agricultural producer or owner of agricultural land.

(5) **CONDITION OF OTHER PROGRAMS**—The participation of the agricultural producer or owner of agricultural land in, or receipt of any benefit under, any program administered by the Secretary may not be conditioned on the consent of the agricultural producer or owner of agricultural land under paragraph 4(c).

(6) **WAIVER OF PRIVILEGE OR PROTECTION**—The disclosure of information under paragraph (2) shall not constitute a waiver of any applicable privilege or protection under Federal law, including trade secret protection.