

Unfunded Cooperative Agreement Face Sheet

Agreement Number N5524UCA0002330		Amendment No.	Period of Performance Date of Final Signature - 12/31/2028	DUNS: N/A EIN: N/A
Natural Resources Conservation Service (NRCS) (Name and Address) USDA Natural Resources Conservation Service 8030 Excelsior Drive, Suite 200 Madison, WI 53717			Partner Organization (Name and Address) Sauk County Land Resources and Environment Department 505 Broadway Baraboo, WI 53913	
NRCS Program Contact Abigale Johnson abigale.johnson@usda.gov		FPAC - BC Administrative Contact: Kimberly Johnson kimberly.johnson2@usda.gov	Partner Program Contact: Melissa Schlupp melissa.schlupp@saukcountywi.gov	Partner Administrative Contact: Becky Meyer Rebecca.meyer@saukcountywi.gov
CFDA Number 10.902	Authority 16 U.S.C. 590 a-f		Type of Action i. New Agreement	Instrument type Unfunded Cooperative Agreement
Location: Sauk County, Wisconsin				
<p>Details:</p> <p>This Unfunded Cooperative Agreement specifies what shared resources each Party will provide.</p> <p>A complete agreement includes this Face Sheet, Continuation Face Sheet(s)(if applicable), the Statement of Work, and the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report, attached hereto and incorporated herein.</p> <p>This agreement is subject to applicable USDA NRCS statutory provisions and regulations. In accepting this agreement or amendment, the undersigned represents that he or she is duly authorized to act on behalf of the Partner organization and agrees to comply with agreement terms and conditions, including all attachments.</p>				
Name and Title of Authorized Agency Representative NATHAN FIKKERT State Conservationist		Signature		Date
Name and Title of Authorized Partner Representative LISA WILSON Director		Signature <i>Lisa Wilson</i>		Date 2/3/2025

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PRIVACY ACT STATEMENT - The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 552a).

Statement of Work

I. Purpose

The purpose of this agreement is to accelerate delivery of Farm Bill programs and enhance conservation delivery through a partnership with the Sauk County Land Resources and Environment Department. The Natural Resources Conservation Service (NRCS) and Sauk County Land Resources and Environment Department (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 between the Parties N5524MOU0012710 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 transfer of resources between NRCS and the Partner to accomplish delivery of NRCS programs and mutual conservation priorities.

II. Objectives

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

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 using the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report.

IV. Responsibilities of the Parties

A. NRCS will:

1. In accordance with Section VI below, provide access to NRCS equipment, technology, and technical tools to the extent available (intermittent, non-exclusive basis) to facilitate mission delivery and enable mutually beneficial program outcomes.
2. In accordance with Section VI below, provide access to shared office spaces to the extent available, 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. County will not have access to NRCS vehicles.
3. Provide an annual report of activities and accomplishments to NRCS 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 (MOA) N5524MOU0012710, which documents the mutually agreed-to responsibilities of the parties and is incorporated herein.

VI. Resources Required

NRCS and the Partner may potentially share resources such as office space, equipment, and supplies to carry out program activities to the extent available by each Party. 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. 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. NRCS may have reserved work spaces in NRCS offices or spaces on an as needed basis, as well as access to common spaces such as conference rooms, kitchens, etc.

B. Equipment and Technology

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

VII. Milestones

On a yearly basis the Parties shall jointly complete the Unfunded Cooperative Agreement 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. Privacy Act and Prohibition Against Certain Internal Confidentiality Agreements

1. Activities performed under this agreement may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
2. The Partner’s personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The Partner’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with 7 USC 8791 (Section 1619 of PL 110-234, the Food, Conservation, and Energy Act of 2008).
3. 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 Wisconsin Open Records Law.
- 3. Any Partner personnel with access to USDA facilities and computer systems shall be subject to the security background checks as required by USDA.

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.

J. Training

1. The Parties may provide appropriate leadership in administrative and technical training as determined by program needs and required by USDA, NRCS and Partner policy.
2. Training may also include the orientation of employees 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.

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.

Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report

Agreement Number	N5524UCA0002330	Partner Name	Sauk County Land Resources and Environment Department
Period of report	Initial Estimate	Date	

Service	Quantity	Provided by	
Space Provided	Square Footage Limited to none initially identified.	NRCS	Partner
		<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Usage	Mileage Limited to none initially identified.	<input type="checkbox"/>	<input type="checkbox"/>
Equipment usage	Details Limited to none initially identified. NRCS equipment usage may potentially occur over the course of the agreement period.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Personnel	Hours provided and position title Limited to none initially identified.	<input type="checkbox"/>	<input type="checkbox"/>