

## **MEMORANDUM OF UNDERSTANDING *(draft 2/26/2018)***

**between the**

**USDA Natural Resources Conservation Service**

**and the**

**Sauk County Conservation, Planning, & Zoning Department**

### **Introduction**

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service, henceforth named "NRCS", and the Sauk County Conservation, Planning, & Zoning Department, henceforth named "SCCPZD". NRCS and SCCPZD are engaged in complementary and compatible activities related to providing financial and technical assistance to agricultural and forest producers through provisions of the Regional Conservation Partnership Program (RCPP). Partnership activities include efforts to encourage conservation of natural resources through technical and financial assistance which may be provided by both parties to the MOU.

### **I. Authority**

This MOU is entered into in accordance with:

Subtitle I of Title XII of the Food Security Act of 1985 as amended by section 2401 of the Agricultural Act of 2014 (16 USC 3871 et seq.), and the Commodity Credit Corporation Charter Act (15 USC 714 et seq.).

### **II. Background**

RCPP is a voluntary conservation program that establishes specific parameters for working with eligible partner entities to provide financial and technical assistance to producers and landowners of eligible land. The assistance provided through this MOU enables producers and landowners to install and maintain conservation activities to address priority natural resource concerns. The Secretary of Agriculture has delegated the authority for administration of RCPP to the Chief of NRCS who is Vice President of the Commodity Credit Corporation. SCCPZD has submitted a request for NRCS program assistance to address priority natural resource concerns in the Baraboo River Watershed in Sauk and Juneau County (see Attachment F – Project Area Map). SCCPZD is an eligible partner entity and meets statutory requirements of RCPP to carry out

activities specified in this MOU and work with eligible program participants to help implement conservation activities on eligible lands as defined in this MOU.

NRCS is the lead Federal agency for conservation on private land. In carrying out this role, NRCS provides voluntary conservation planning, technical and financial assistance to farmers, ranchers, and other landowners to address the natural resource concerns on the Nation's private and nonfederal land.

NRCS delivers RCPP assistance through the authorities and rules of the following programs, referred to throughout this partnership agreement as “covered programs”: the Environmental Quality Incentives Program (EQIP); to eligible program participants within a defined project area.

The MOU incorporates by reference the Fiscal Year 2018 RCPP Announcement of Program Funding (APF), principally to provide definitions and program overview items not repeated herein. Where conflicts between the APF and this MOU, or this MOU and the Partner proposal, occur this MOU shall supersede the APF and the proposal.

The RCPP project title is: Baraboo River Watershed II. The project was approved by NRCS through the RCPP Mississippi River Basin Critical Conservation Area funding pool.

### **III. Purpose**

The purpose of this MOU is to establish a partnership framework for cooperation between NRCS and SCCPZD on activities that involve implementation of conservation activities on eligible lands for public and private benefits within the approved project area.

More specifically, partners agree that the principal purpose of this MOU is to address the following resource concerns in the project area:

- Water Quality Degradation
- Degraded Plant Condition
- Soil Quality Degradation
- Soil Erosion

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

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

1. Provide on an annual basis, technical and financial assistance through the covered programs as available to eligible producers and landowners located within the approved project area. NRCS reserves the right and authority to reduce or discontinue program benefits to support

this partner agreement based upon funds availability, changes in agency priorities, or inability of SCCPZD to deliver resources or provisions of this MOU. EQIP contracts obligated with entities or producers as a result of this partnership agreement are assured of funding for the entire length of the approved contract or agreement; program payments will be made to participating entities or producers in accordance with programmatic criteria; and, expiration dates for those instruments correspond to the expiration dates as determined through program criteria.

2. Provide funding allocated to this project as described in the Attachment A – Plan of Work and Attachment B – Table of Deliverables. Amounts there are the maximum NRCS commitments.

Financial assistance will be set aside (as “commitments”) for potential obligation via individual contracts or agreements in accordance with applicable covered program rules and any project specific RCPP adjustments of terms. NRCS technical assistance will be set aside for NRCS use in support of this project.

3. Implement and administer the covered programs to the extent possible to address identified RCPP project natural resource concerns.

NRCS covered program application processes are conducted on a continuous basis. However applications are only be funded to the extent funds are available, and in accordance with applicable covered program cycles.

NRCS shall consider recommendations from SCCPZD for evaluation and ranking of program applications and expeditious obligation of approved contracts and agreements for eligible producers and landowners to facilitate timely implementation of activities within the project area.

4. Provide annual review and recommendations to SCCPZD regarding the project to ensure success and implementation of conservation activities related to program contracts and agreements.

**B. SCCPZD will:**

1. Complete items as stated in the Attachment A – Plan of Work and Attachment B – Table of Deliverables. The Plan of Work and Table of Deliverables provides the agreement record of commitment amounts.

2. In the case of specific work projects or activities that may involve funds, services, or property, SCCPZD and/or third party or parties will provide a “Partner Contribution” as described in Attachment A – Plan of Work and Attachment B – Table of Deliverables.

3. Comply with the project budget which identifies other funding sources which support technical or financial resources identified in Attachment A – Plan of Work and Attachment B – Table of Deliverables.
4. Provide NRCS with updated estimates of the annual amount of program funding specifically needed to address identified priority natural resource concerns within the project area.
5. Provide NRCS with a list of suggested "ranking criteria" that could be used by the agency for evaluation and ranking of eligible producer program applications. The suggested criteria shall relate to the RCPP project area objectives to address priority natural resource concerns.
6. Provide NRCS two RCPP specific progress reports annually. The RCPP specific reporting requirements are outlined in Attachment C – Contribution Tracking, Attachment D – Project Goal Tracking, and Attachment E – National Annual Report Data.

Progress reporting periods are as follows: one covering progress during the first half of the federal fiscal year (October 1 thru March 31) is due April 30; a second report covering the entire fiscal year (October 1 thru September 30) is due October 30 of each year. Even if little or no activity occurs in the first fiscal year, both “progress” and “financial reports” are due October 30 of that calendar year. The final progress report shall be due 90 days after the end of the performance period.

7. Provide NRCS an assessment of the project’s effects report to NRCS on the results of the project and the funds leveraged. Additionally, SCCPZD agrees to provide a final summary report for the entire project period of the information provided in the annual reports.
8. Acknowledge NRCS assistance in any public outreach materials or events related to activities accomplished pursuant to or in direct support of this MOU and provide draft copies of such information to the NRCS RCPP Program Contact for review and comment before public release.

**C. It is mutually agreed upon by both parties:**

1. To cooperate in developing and implementing conservation plans that address priority natural resource concerns in the defined project area.
2. That the designated representative of SCCPZD and the designated representative of NRCS will cooperate to develop procedures to ensure good communication and coordination at the various levels of each organization.

3. NRCS and SCCPZD and their respective agencies and offices will manage their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this MOU. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to person or property resulting in any manner from the conduct of its own operations, and the operations of its agency or employees under this MOU, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency or its own employees, while occupying or visiting the projects under and pursuant to this MOU. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
4. That nothing in this MOU shall commit either NRCS or SCCPZD to obligate or transfer any funds or financial assistance that NRCS may provide to eligible program participants. Specific work projects or activities that may involve the transfer of funds, services, or property among SCCPZD and offices of NRCS will require execution of separate agreements and be contingent upon the availability of appropriated funds or technical services. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such MOU must comply with all applicable statutes and regulations.
5. That SCCPZD is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between the SCCPZD and third parties to carry out project activities.
6. This MOU does not restrict either party from participating in similar activities with other public or private agencies, or organizations, and individuals.
7. NRCS selected this project through a competitive process, based in part on the contribution of resources that the lead partner and other agencies or organizations committed to the project. While RCPP requires a significant contribution of partner resources, there is no specific proportionate share required under RCPP. Therefore, in the event the lead partner or other agencies or organizations cannot deliver the contributions of resources outlined in the MOU, NRCS may reduce or discontinue its own program benefits to support this partner agreement. Alternatively, upon timely notice of the lead partner that there may be a reduction in partner contribution to the project, NRCS may determine that NRCS would have funded the project at the time of project selection with the lower level of partner contribution because of the overall project benefits, and may therefore determine that a reduction or discontinuation of NRCS program benefits is not necessary. Throughout, NRCS and the lead partner will work diligently with other agencies and organizations to explore alternative approaches to completion of the project objectives.

8. Confidentiality:

- a. Activities performed under this award 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.
- b. The recipient’s personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Sections 301 and 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
- c. The recipient 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.
- d. The recipient agrees to comply with the “Prohibition Against Certain Internal Confidentiality Agreements:”
  1. You may not require your employees, contractors, or sub-recipients 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.
  2. You must notify your employees, contractors, or sub-recipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
  3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  4. If NRCS determines that you are not in compliance with this award provision, NRCS:

- a. Will prohibit your use of funds under this award, 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.
- b. May pursue other remedies available for your material failure to comply with award terms and conditions.

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

Deliverables are listed in the Attachment A – Plan of Work and Attachment B – Table of Deliverables.

Physical and management measures (activities and/or easements) implemented under covered programs with NRCS assistance shall be consistent with agency policy, unless an “Adjustment of Terms” is requested and approved. Specific activities are expected to include, but not necessarily be limited to those specific deliverable items called out in the Attachment B – Table of Deliverables.

## **VI. Program, Technical and Administrative Contacts**

### **A. NRCS Contacts:**

NRCS Program Contact:  
Matt Otto  
Resource Conservationist  
USDA NRCS  
8030 Excelsior Drive, Suite 200  
Madison, WI 53717  
Phone: (608) 662-4422 ext. 245  
Email: matt.otto@wi.usda.gov

NRCS Technical Contact:  
Chris Miller  
District Conservationist  
USDA NRCS  
505 Broadway  
Baraboo, WI 53913  
Phone: (608) 355-4420  
Email: christopher.miller@wi.usda.gov

**B. SCCCZD Contacts:**

Lisa Wilson  
Director  
Sauk County Conservation, Planning, & Zoning Department  
505 Broadway  
Baraboo, WI 53913  
Phone: (608) 355-4830  
Email: lisa.wilson@saukcountywi.gov

Gus Johnson  
RCPP Program Manager  
Sauk County Conservation, Planning & Zoning Department  
505 Broadway  
Baraboo, WI 53913  
Phone: (608) 355-4839  
Email: gus.johnson@saukcountywi.gov

Melissa Keenan  
Resource Conservationist  
Sauk County Conservation, Planning & Zoning Department  
505 Broadway  
Phone: (608) 355-4838  
Email: mkeen@co.sauk.wi.us

**VII. Duration**

This MOU takes effect the date of the final signature by authorized NRCS and SCCCZD personnel and shall remain in effect until May 1, 2023. Either NRCS or SCCCZD may terminate this MOU with a 60 day written notice to the other party. Although partnership agreements are limited to a maximum of 5 years, NRCS program contracts and agreements with producers and landowners may extend beyond this period of time.



## **VIII. List of Documents**

Attachment A – Plan of Work

Attachment B – Table of Deliverables

Attachment C – Contribution Tracking

Attachment D – Project Goal Tracking

Attachment E – National Annual Report Data

Attachment F – Project Area Map

Attachment G – Acknowledgement of Section 1619 Compliance

**IX. Signature**

**IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding as of the last written date below.**

SAUK COUNTY CONSERVATION, PLANNING, AND ZONING DEPARTMENT

*Draft – do not sign*

---

Lisa Wilson  
Director

---

Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

*Draft – do not sign*

---

Angela L. Biggs  
State Conservationist

---

Date  
(MOU effective date)

### ATTACHMENT A - PLAN OF WORK

TASK	WORK PRODUCT	TARGET DATE	NRCS CONTRIBUTION	PARTNER CONTRIBUTION	TOTAL
Financial assistance to eligible EQIP participants to install core and supporting conservation practices	NRCS financial assistance will be provided to eligible EQIP landowners and producers for the purpose of installing and maintaining eligible conservation practices that address water quality degradation, degraded plant condition, soil quality degradation, and soil erosion resource concerns in the RCPP project area. NRCS and SCCPZD will collaborate to identify the conservation practices eligible for federal financial assistance funding. Detailed information regarding the conservation practices installed (ex. practice code, extent, location, cost, etc.) shall be included in the semi-annual, annual, and final reports.	5/1/2023	\$ 858,400	-	\$ 858,400
Financial assistance to participants to install and/or maintain conservation activities	SCCPZD and collaborating partners will provide financial assistance to landowners and producers for the purpose of installing and/or maintaining conservation activities that address water quality degradation, degraded plant condition, soil quality degradation, and soil erosion resource concerns in the RCPP project area. Detailed information regarding the conservation activities performed (ex. practice code, extent, location, cost, etc.) shall be included in the semi-annual, annual, and final reports.	5/1/2023	-	\$ 625,600	\$ 625,600
Technical assistance to eligible EQIP participants to install core and supporting conservation practices	NRCS will provide technical assistance to eligible EQIP landowners and producers for the purpose of installing and maintaining eligible conservation practices that address water quality degradation, degraded plant condition, soil quality degradation, and soil erosion resource concerns in the RCPP project area.	5/1/2023	\$ 214,600	-	\$ 214,600
Partner Contributions	SCCPZD and collaborating partners will contribute funds (cash or in-kind) to complete the following tasks as identified in the Plan of Work: Technical Assistance to Participants to Install and/or Maintain Conservation Activities, Phosphorus and Soil Erosion Modeling, Water Quality Monitoring, Partners Meetings, and Project Reports. SCCPZD and collaborating partners shall contribute a minimum of \$447,600 in total for these tasks. The estimated contribution amount for each individual task has not been identified. The actual contribution amount total will be tracked and reported on the semi-annual, annual, and final report.	5/1/2023	-	\$ 447,600	\$ 447,600

TASK	WORK PRODUCT	TARGET DATE	NRCS CONTRIBUTION	PARTNER CONTRIBUTION	TOTAL
Phosphorus and Soil Erosion Modeling	Reductions in phosphorus and soil erosion will be estimated prior to and after conservation practice implementation. Models used may include but not limited to Soil Nutrient Application Program (SNAP Plus) and Revised Universal Soil Loss (RUSLE2). The USDA-NRCS Infiltration Test and USDA-NRCS Soil Erosion Calculator will be conducted prior to and after practice implementation where applicable. The results will be included in the final report.	5/1/2023	-	*	*
Water Quality Monitoring	Wisconsin Department of Natural Resources water quality monitoring data will be obtained to identify and compare baseline versus project completion changes in water quality in streams and rivers within the project area. SCCPZD and collaborating partners will also sample and monitor water bodies to determine relative water quality and any potential trends in data.	5/1/2023	-	*	*
Partner Meetings	SCCPZD, NRCS, and collaborating partners will meet annually to discuss progress and strategies to achieve identified objectives.	5/1/2023	-	*	*
Semi-Annual Report	SCCPZD will prepare and submit to NRCS a semi-annual (federal fiscal year) project summary report. The federal fiscal year is October 1 to September 30. The report shall include a detailed progress update for each deliverable item and include a tracking summary of the SCCPZD & collaborating partners contributions per deliverable up to the mid-point of the federal fiscal year. NRCS will provide to SCCPZD a summary of the federal financial assistance obligations, for inclusion in the report.	April 30th Annually	-	*	*
Annual Report	SCCPZD will prepare and submit to NRCS an annual (federal fiscal year) project summary report. The federal fiscal year is October 1 to September 30. The report shall include a detailed progress update for each deliverable item and a tracking summary of the SCCPZD & collaborating partners contributions per deliverable for the federal fiscal year. NRCS will provide to SCCPZD a summary of the federal financial assistance obligations, for inclusion in the report.	October 30th Annually	-	*	*
Final Report	SCCPZD will prepare and submit to NRCS a final project summary report. The report shall include a detailed summary of all deliverables completed for the project duration and a summary of all SCCPZD & collaborating partners financial and technical assistance contributions for the project duration. NRCS will provide to SCCPZD a summary of the federal financial assistance obligations, for inclusion in the report.	5/1/2023	-	*	*
<b>Total</b>			<b>\$ 1,073,000</b>	<b>\$ 1,073,200</b>	<b>\$ 2,146,200</b>

\* The Partner Contribution has not been identified (i.e. separated out) for the specific task. The total Partner Contribution amount is identified in the task titled "Partner Contributions".

Note: While the target dates for many of the tasks are identified as 5/1/2023; the expectation is that significant progress will be accomplished during each year of the project to ensure the task is fully completed by the end of the agreement period.

**ATTACHMENT B - TABLE OF DELIVERABLES**

Item #	Federal Fiscal Year	Program	Deliverable (Action)	Measurement	Unit of Measurement	NRCS FA Contribution	NRCS TA Contribution	Partner FA Contribution	Partner TA Contribution	Responsible Party
1	2019	EQIP	NRCS: Obligate and implement EQIP contracts to address priority resource concerns.	171,680	\$	\$ 171,680	\$ 42,920	-	-	NRCS
2	2020	EQIP	NRCS: Obligate and implement EQIP contracts to address priority resource concerns.	171,680	\$	\$ 171,680	\$ 42,920	-	-	
3	2021	EQIP	NRCS: Obligate and implement EQIP contracts to address priority resource concerns.	171,680	\$	\$ 171,680	\$ 42,920	-	-	
4	2022	EQIP	NRCS: Obligate and implement EQIP contracts to address priority resource concerns.	171,680	\$	\$ 171,680	\$ 42,920	-	-	
5	2023	EQIP	NRCS: Obligate and implement EQIP contracts to address priority resource concerns.	171,680	\$	\$ 171,680	\$ 42,920	-	-	
6	2023	EQIP	SCCPZD & Collaborating Partners: Provide financial assistance to landowners for conservation activities.	625,600	\$	-	-	\$ 625,600	-	SCCPZD, Collaborating Partners
7	2023	EQIP	Partner Contributions (deliverable items 7 - 24). The Partner TA and In-Kind Contributions have not been separated out for these specific deliverables. The partner shall be responsible for tracking the sum total of their contributions, and shall not be required to report to NRCS the specific contributions for each of these deliverable items.	447,600	\$	-	-	-	\$ 447,600	
8	2023	EQIP	Phosphorus and Soil Erosion Modeling Report	1	no.	-	-	-	*	
9	2023	EQIP	Water Quality Monitoring Report	1	no.	-	-	-	*	

Item #	Federal Fiscal Year	Program	Deliverable (Action)	Measurement	Unit of Measurement	NRCS FA Contribution	NRCS TA Contribution	Partner FA Contribution	Partner TA Contribution	Responsible Party
10	2018	EQIP	Partner Meeting	1	no.	-	-	-	*	NRCS, SCCPZD, Collaborating Partners
11	2019	EQIP	Partner Meeting	1	no.	-	-	-	*	
12	2020	EQIP	Partner Meeting	1	no.	-	-	-	*	
13	2021	EQIP	Partner Meeting	1	no.	-	-	-	*	
14	2022	EQIP	Partner Meeting	1	no.	-	-	-	*	
15	2023	EQIP	Partner Meeting	1	no.	-	-	-	*	
16	2019	EQIP	Semi-Annual Report	1	no.	-	-	-	*	SCCPZD, Collaborating Partners
17	2020	EQIP	Semi-Annual Report	1	no.	-	-	-	*	
18	2021	EQIP	Semi-Annual Report	1	no.	-	-	-	*	
19	2022	EQIP	Semi-Annual Report	1	no.	-	-	-	*	
20	2018	EQIP	Annual Report	1	no.	-	-	-	*	
21	2019	EQIP	Annual Report	1	no.	-	-	-	*	
22	2020	EQIP	Annual Report	1	no.	-	-	-	*	
23	2021	EQIP	Annual Report	1	no.	-	-	-	*	
24	2022	EQIP	Annual Report	1	no.	-	-	-	*	
25	2023	EQIP	Final Report	1	no.	-	-	-	*	
<b>Total</b>						<b>\$ 858,400</b>	<b>\$ 214,600</b>	<b>\$ 625,600</b>	<b>\$ 447,600</b>	

**NRCS Total Contribution \$ 1,073,000**  
**SCCPZD & Collaborating Partner Total Contribution \$ 1,073,200**  
**Total Project \$ 2,146,200**

\* Partner TA and In-Kind Contribution has not been separated out for the specific deliverable.

Note: Sauk County Conservation, Planning, & Zoning Department (SCCPZD) collaborating partners include: City of Reedsburg Wastewater Treatment Plan, Juneau County Land Conservation Department. Additional collaborating partners may be added to the project during the course of the agreement.

### ATTACHMENT C - CONTRIBUTION TRACKING

Item #	Deliverable	Contribution Amount Total (\$) Per Deliverable Per Reporting Period											Total
		Agreement Start Date to 9/30/18	10/1/18 to 3/31/19	4/1/19 to 9/30/19	10/1/19 to 3/31/20	4/1/20 to 9/30/20	10/1/20 to 3/31/21	4/1/21 to 9/30/21	10/1/21 to 3/31/22	4/1/22 to 9/30/22	10/1/22 to 3/31/23	4/1/23 to Project End Date	
6	Partner Financial Assistance Contribution												
7-25	Partner Technical Assistance Contribution												
Total													

## ATTACHMENT D - PROJECT GOALS

Project Goal	Target Quantity	Unit of Measurement	Goal Progress (Report Period)	Goal Progress (Cumulative Total)
Producer Participation	230	no.		
Soil Erosion Reduction (Year 2019)	1,700	tons		
Soil Erosion Reduction (Year 2020)	1,700	tons		
Soil Erosion Reduction (Year 2021)	1,700	tons		
Soil Erosion Reduction (Year 2021)	1,700	tons		
Soil Erosion Reduction (Year 2022)	1,700	tons		
Phosphorus Runoff Reduction (Year 2019)	102	lbs.		
Phosphorus Runoff Reduction (Year 2020)	102	lbs.		
Phosphorus Runoff Reduction (Year 2021)	102	lbs.		
Phosphorus Runoff Reduction (Year 2022)	102	lbs.		
Phosphorus Runoff Reduction (Year 2023)	102	lbs.		
Phosphorus and Soil Erosion Modeling Report	1	no.		
Water Quality Monitoring Report	1	no.		
Partner Meetings	6	no.		
Semi-Annual Report	4	no.		
Annual Report	5	no.		
Final Report	1	no.		



## **ATTACHMENT E – NATIONAL ANNUAL REPORT DATA**

Data for the items listed below are to be reported for each federal fiscal year. The report shall be submitted to NRCS Wisconsin by October 30<sup>th</sup> annually. The items listed may be subject to revision by NRCS National Headquarters.

### **Education and Outreach:**

1. Number of events: farm days, workshops, fairs/shows, presentations.
2. Outreach materials created: brochures/pamphlets, fliers, handbooks, website development.
3. Number of media outlets reached: radio, social media, blogs, websites, television.
4. The success of those selected media outlets.
5. Number of people reached by demographic: beginning farmers/ranchers, historically underserved farmers/ranchers, veteran farmers, and new clients that have not worked with NRCS in the past.
6. Success stories.
7. Lessons learned: How can education and outreach be improved? What could be done differently to engage participants?

### **Partnerships:**

1. Overall success of partner relationship during the planning process.
2. Overall success of partner relations during the implementation process.
3. Engagement of new partners.

### **Implementation:**

1. If Adjustment of Terms were granted, provide explanation of those adjustments.
2. The effects of the Adjustment of Terms.
3. Number of contracts and easements, reported in ProTracts and NEST, respectively.
4. Easements: Number of long-term agreements and conservation restoration being completed.
5. Number of conservation practices implemented.
6. List of the conservation practices by resource concern.
7. Acres impacted.
8. If new practice standards resulted from the project.

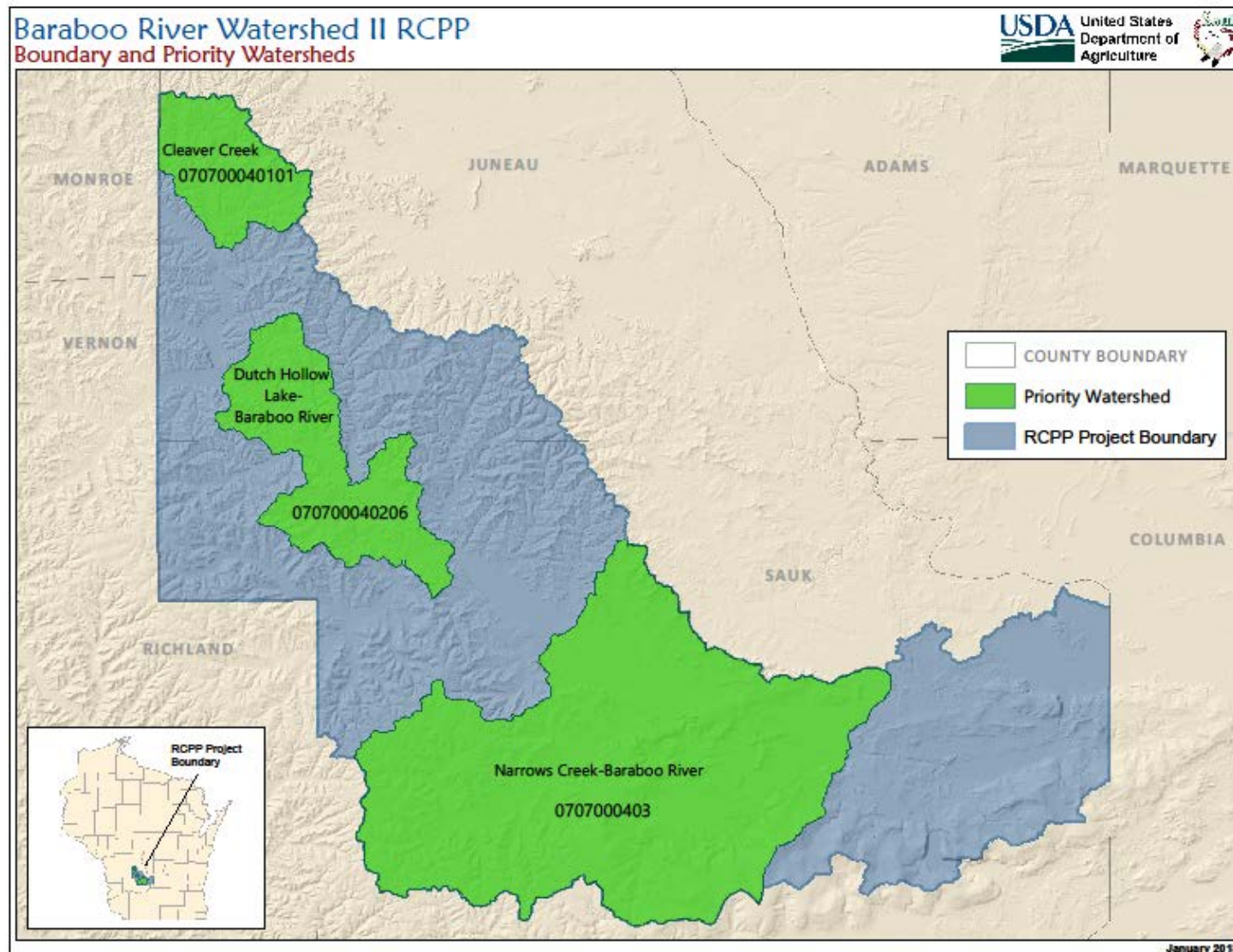
Financial and Technical Assistance:

1. Was the project successful in expenditure?
2. What was accomplished with the financial and technical assistance, broken down.
3. How technical assistance was used in relation to:
  - Conservation Planning
  - Engineering
  - Other uses

Additional Details:

1. How funds are being administered under Alternative Funding Arrangement, if applicable.
2. Oversight mechanisms implemented.
3. Monitoring results.
4. Description of the overall environmental impact of RCPP to the immediate and surrounding project area.
5. Partners' suggestions to NRCS, and if and how the suggestions were utilized.
6. Lessons learned from the Innovation criteria.

## ATTACHMENT F – PROJECT AREA MAP



## **ATTACHMENT G 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 Sauk County Conservation, Planning, & Zoning Department 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. Sauk County Conservation, Planning, & Zoning Department assists 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 this Cooperative 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, Sauk County Conservation, Planning, & Zoning Department is authorized access to otherwise-protected agricultural information. Such protected information must be strictly limited to only that information necessary for Sauk County Conservation, Planning, & Zoning Department to provide conservation related services. Disclosure to Sauk County Conservation, Planning, & Zoning Department 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.” USDA 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. Sauk County Conservation, Planning, & Zoning Department is a “contractor or cooperator” of USDA within the meaning of Section 1619. Accordingly, Sauk County Conservation, Planning, & Zoning Department may not subsequently disclose any information protected by section 1619. By signature on this Acknowledgment, Sauk County Conservation, Planning, & Zoning Department is certifying future compliance with the statutory obligations under Section 1619. Upon execution of this Acknowledgment, NRCS may continue to provide to Sauk County Conservation, Planning, & Zoning Department the protected information provided under this Cooperative Agreement.

## Responsibilities

Sauk County Conservation, Planning, & Zoning Department (hereinafter the “Conservation Cooperator”) certifies that:

- Signature on this Acknowledgment 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 Acknowledgement. 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 and 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 are 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.
- 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.

### 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 (FSN) field.
- Acreage information, including crop codes.
- All attributes for Common Land Units (CLUs) 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 Cooperative 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.

**Signature of the NRCS Conservation Cooperator and the Date Signed**

*Draft – do not sign*

---

Lisa Wilson, Director  
Sauk County Conservation, Planning, & Zoning Department

Executed this \_\_\_\_ day of \_\_\_\_\_, 2018