

**RUSK COUNTY LAND & WATER CONSERVATION COMMITTEE  
MEETING MINUTES**

**DATE:** September 10<sup>th</sup>, 2024

**ROLL CALL:** A. HAMPTON, K. GORSEGNER, P. SCHNEIDER

**OTHERS PRESENT:** N. STADNYK, R. FISCHER, A. HEATH, S. ZESIGER

**Open Session:** Chairman Schneider called the meeting to order at 8:17 am.

**Public Comment:** None

**Next Meeting Date:** Tuesday, November 19<sup>th</sup>, 2024 at 8:00 am.

**Minutes:** Hampton/Gorsegner motion to approve minutes from July 16<sup>th</sup>. Motion carried.

**Payment Approval Report:** Hampton/Gorsegner motion to approve payment approval reports from August & September. Motion carried.

**Agency Reports**

**Wildlife Damage Claim Program:** Zesiger presented the 2024 crop prices for field corn and soybeans. Gorsegner/Hampton motion to approve 2024 crop prices as presented. Motion carried. Requested to set the 2024 crop reimbursement date. Gorsegner/Hampton motion to set the crop reimbursement date to December 20<sup>th</sup>, 2024. Zesiger asked for approval of the 2025 wildlife damage budget. A 4% COLA increase was adjusted from the 2024 budget. Hampton/Gorsegner motion to approve the 2025 wildlife damage budget as presented. Motion carried. Zesiger noted ~130 bears have been trapped this year with the highest numbers being moved in August. UDSA-APHIS will be assisting the LCD with beaver control using levelers on Turner's pond.

**NRCS Report:** No report presented.

**FSA Report:** No report presented.

**Land Conservation & Development Department:** Fischer reported on behalf of Zoning. Land use permits have decreased overall since last year. Working with land owners in McCann Shores to permit RV's moving forward and assign fire numbers. Sanitary permits are comparative to last year.

**Discussion and Possible Motion**

**Animal Waste Storage Applications:** Stadnyk reviewed the reapplication for Four Mile LLP. A discussion was held about the application. Conditions remain the same as previously presented. Gorsegner/Hampton motion to approve the animal waste storage reapplication from Four Mile LLP. Motion carried.

**Out of County Travel:** No out of county travel.

**Move Recycling Coordinator Position to LWCD:** Stadnyk updated the committee on the status of moving the recycling position into the LWCD. A proposal was made to look into the hiring of a part-time

## ***Not Committee Approved***

position for a Recycling Coordinator. Recommendations were made to send the proposal to personnel. Hampton/Schneider motion to send the proposal of hiring a part-time employee (minimum of 10 hours per week) for the Recycling Coordinator to Personnel. Motion carried.

**Shoreland Program Contracts:** Stadnyk provided a list of landowners who have committed to shoreland projects. This year, approximately 45 landowners showed interest in the shoreland protection program and worked with Stadnyk.

**Lea Lake Drawdown:** Stadnyk stated the drawdown of Lea Lake will take place in the near future. The result will help rehabilitate wild rice.

**Non-Metallic Mining Intern:** Stadnyk noted the intern has flown a majority of the non-metallic mines with the drone. A request to work outside the flex schedule and wage increase was approved by personnel for the intern. Remaining work will be completed and processed when time permits.

**LCDD Budget Summaries:** Stadnyk discussed the 2025 budget and explained the grants awarded to the department which fund salaries, projects, and supplies.

**Transfer SEG funds to Dunn County:** Stadnyk requested a transfer of SEG funding to Dunn County. Hampton/Gorsegrner motion to transfer SEG funds to Dunn County. Motion carried.

**Shoreland Protection Program Signage:** Stadnyk showed committee members the new signage landowners can display after a shoreland project is completed through the protection program. A request was made to use funding from the Shoreland Program. Gorsegrner/Hampton motion to use Shoreland Program funds to cover signage costs. Motion carried.

**Horseshoe Lake Public Access Discussion:** Stadnyk explained the situation regarding Horseshoe Lake. A recommendation was made by Stadnyk to have the County remove the public access and forward the request to the County Board. Heath commented on the safety of the public access and recommended it move forward to the County Board. Hampton/Gorsegrner motion to forward the request to remove the public access stairway on Horseshoe Lake to County Board. Motion carried.

**Adjourn:** Chairman Schneider motioned to adjourn at 9:02 am. Motion carried.

Minutes prepared by Rachel Fischer.

**RUSK COUNTY LAND & WATER CONSERVATION COMMITTEE  
MEETING MINUTES**

**DATE:** November 19<sup>th</sup>, 2024

**ROLL CALL:** P. SCHNEIDER, A. HAMPTON, K. GORSEGNER, K. HALBUR, D. GUDIS

**OTHERS PRESENT:** N. STADNYK, R. FISCHER, J. GUNDLACH

**Open Session:** Chairman Schneider called the meeting to order at 8:00 am.

**Public Comment:** None

**Next Meeting Date:** Tuesday, January 14<sup>th</sup>, 2025 at 8:00 am.

**Minutes:** Gudis/Gorsegner motion to approve October meeting minutes. Motion carried.

**Payment Approval Report:** Gorsegner/Zimmer motion to approve payment approval reports from September & October. Motion carried.

**Agency Reports**

**Wildlife Damage Claim Program:** Stadnyk reported on behalf of USDA. A replacement was hired for the Wildlife Damage Technician position. Work is focused on assessing photos of bear damage to field corn and calculating loss from deer damage assessments.

**NRCS Report:** Gundlach provided deadlines for the CSP and EQIP funding. Total applications received in Rusk county for EQIP reached 46. Gundlach noted the office is fully staffed after a staffing shortage.

**FSA Report:** Stadnyk reviewed funding opportunities for landowners.

**Land Conservation & Development Department:** Stadnyk reported permit numbers from Zoning: 127 sanitary and 334 land use. Land Information was awarded a DMA grant for 911 data and the 2025 grant application was approved. Stadnyk noted a call came in regarding a possible violation of NR151 and follow-up will be completed. Work is being conducted on surface water sampling at salvage yards. Stadnyk is working with North Cedar Academy to help them build a program focused on environmental issues/sustainability. The 2025 poster & speaking contests are underway and scheduled for January.

**Discussion and Possible Motion**

**Animal Waste Storage Applications:** No applications submitted.

**Out of County Travel:** Stadnyk requested out of county travel to Hazelhurst, WI on December 5<sup>th</sup> for a course on wetlands. Motion by Gorsegner/Hampton to approve out of county travel request for Stadnyk. Motion carried.

**SWRM Contracting:** Stadnyk explained SWRM contracts and reimbursements for landowners. A discussion was held regarding state statutes and Chapter 92. Motion by Gorsegner/Hampton to allow the Land Conservationist full authority to execute contracts and grant reimbursements for DATCP SWRM cost-share projects. Motion carried.

## ***Not Committee Approved***

**Project Wrap-up:** Stadnyk provided a list of projects funded or under contract this year. A wetland restoration is planned for next year.

**LWRMP Update:** Stadnyk updated the committee on the initial stages of the 10-year plan for the Land & Water Division. An advisory committee was created and their first meeting was held. Updates will be provided in the future.

**Envirothon:** Fischer explained Envirothon to committee members. This environmental challenge is an event for middle school and high school students. Ladysmith Highschool has participated and done well. A request was made by Fischer to attend Envirothon in April 2025 in Rosholt, WI. Motion by Hampton/Gudis to approve request for Fischer to attend Envirothon at the Lions Camp in Rosholt. Motion carried.

**SEG Fund Transfer:** Stadnyk requested to transfer funds to Polk County and other counties in need of SEG funding. Gudis/Gorsegner motion to transfer remaining 2024 SEG funds to Polk County and other counties requesting funding. Motion carried.

**Adjourn:** Chairman Schneider motioned to adjourn at 8:34 am. Motion carried.

Minutes prepared by Rachel Fischer.

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.GL account = "220"->"221","10063"->"10064","10069"->"10070","210"->"211","209"->"210","10084"->"10085"

[Report].Description = {<>} "1099 adjustment"

Invoice Detail.Created date = 11/05/2024-12/02/2024

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
UNIVERSITY OF WI SYSTEM	P000029717-3	REFUND	08/15/2024	10.00-	220-65-56171-339 SWRM-TRAVEL & MEETINGS
VERIZON WIRELESS	9977980670	11/5/2024-12/4/2024 ACCT 983216421-00001 MTHLY CHRGS 997	11/04/2024	45.51	220-65-56171-225 SWRM-COMMUNICATIONS
Grand Totals:				35.51	

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.GL account = "220"."221","10063"."10064","10069"."10070","210"."211","209"."210","10084"."10085"

[Report].Description = {<} "1099 adjustment"

Invoice Detail.Created date = 12/03/2024-01/06/2025

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
VERIZON WIRELESS	6100388891	NOV 5-DEC4 ACCT 983216421-00001 MTHLY CHRGS 61003888	12/04/2024	45.51	220-65-56171-225 SWRM-COMMUNICATIONS
Grand Totals:				45.51	

**MEMORANDUM OF AGREEMENT BETWEEN THE**  
**United States Department of Agriculture, Natural Resources Conservation Service**  
**AND**  
**Rusk County Land and Water Conservation Division**

**I. PURPOSE**

This Memorandum of Agreement (MOA) is entered into between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) and the Rusk County Land and Water Conservation Division (Rusk County LWCD). The collective name of both entities is hereafter referred to as the "Parties".

The Parties have common objectives of delivering technical and financial assistance to farmers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands. The Parties recognize the importance of natural resources, the wise use and management of these natural resources, and, as appropriate, the protection and/or development of these natural resources. This agreement is made and entered into with the objectives of:

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

## **II. BACKGROUND**

The Parties share a history of collaborating to deliver comprehensive technical and financial assistance to farmers, forest stewards, and other entities to voluntarily protect, restore, and enhance natural resources.

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

Rusk County LWCD is responsible for planning, setting priorities and implementing land and water conservation programs as authorized under Chapter 92, Wisconsin Statutes.

## **III. STATEMENT OF MUTUAL BENEFIT**

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

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

## **IV. RESPONSIBILITIES**

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

1. Designate the NRCS Assistant State Conservationist for Field Operations as the liaison to Rusk County LWCD for this Agreement. Implementation of the MOA at the local level will be coordinated by the NRCS District Conservationist.
2. Collaborate with Rusk County LWCD to develop and implement work strategies designed to meet the soil and water conservation goals and objectives of the County Land and Water



- Resource Management Plan, as well as NRCS's Local Work Group, State Technical Committee, and Agency Priorities.
3. Acknowledge the County Land and Water Resource Management Plan when convening the Local Work Group for developing and updating County conservation priorities.
  4. Provide consultation and guidance to the County Land Conservation Committee and County Conservation staff on NRCS policy and technical issues when requested.
  5. Assist in providing technical training to County employees in the art and science of soil conservation and water quality technology, to the extent that NRCS personnel can be made available.
  6. Acknowledge State and County standards and specifications related to conservation work, and help inform prospective participants of such requirements. NRCS has no authority to assume joint responsibility when the County adopts standards and specifications that differ from NRCS standards and specifications. NRCS has no authority to help the County apply practices for State or County programs using standards and specifications that are not contained in the Field Office Technical Guide (FOTG).
- B. Rusk County LWCD will:
1. Designate the County Conservationist, or equivalent, as the liaison for this Agreement.
  2. Collaborate with the NRCS to develop and implement work strategies designed to meet the soil and water conservation goals and objectives of the County Land and Water Resource Management Plan, as well as NRCS Local Work Group, State Technical Committee, and Agency Priorities.
  3. Include County resource concerns and priorities as set by the Local Work Group when developing and updating the County Land and Water Resource Management Plan.
  4. Acknowledge NRCS standards and specifications contained in the NRCS FOTG related to federal conservation work, and help inform prospective participants of such requirements.
  5. Assist in promoting NRCS programs to the extent as determined by the County.
  6. Assist in providing training to NRCS employees on State and/or County laws and ordinances related to conservation program implementation, to the extent that County personnel can be made available.

## V. DATA AND INFORMATION SHARING

1. Any information furnished to NRCS under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
2. 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.
3. Rusk County LWCD 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. Rusk County LWCD 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).
4. See Appendix A, “ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS.” The signatory agrees to abide by these requirements as a condition of receiving access to such information.

## VI. GENERAL PROVISIONS

### A. Period of Performance

1. This MOA takes effect upon the signature of the Parties and shall remain in effect until mutually modified or terminated.

### B. Amendments

1. This MOA may be amended upon written request of either Party and the subsequent written concurrence of the other. Either of the Parties may terminate this MOA with a 60-day written notice to the other.

### C. Transfer of Funding or Non-Monetary Resources

1. This MOA is established to document the collaborative relationship between the Parties. Nothing in this MOA shall require either Party to obligate or transfer funding, or anything of value. This may include, but is not limited to:
  - a. Office spaces and equipment/supplies
  - b. Vehicles and associated expenses (e.g., fuel, maintenance)
  - c. Computers, software, and technical equipment

2. Specific work projects or activities that involve the transfer of funds, services, or property will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations. The appropriate instruments include:
  - a. Cooperative Agreement (2 CFR 200.24), which allows federal agencies to transfer a thing of value to the State, local or Tribal government, or other recipient to carry out a public purpose of support or stimulation authorized by law of the United States.
  - b. Contribution Agreement (7 CFR 6962a), which is a unique statutory authority allowing NRCS to enter into an agreement with a non-federal entity that shares a mutual purpose in carrying out NRCS programs. All parties must contribute resources to the accomplishment of these objectives.
  - c. Reimbursable Agreement (31 USC 6505; PL 90-577), which allows federal agencies to provide specialized or technical services to State and local governments.

D. Other

1. This MOA is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.
2. The Parties and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner.
3. All activities and programs conducted under this MOA shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving federal financial assistance from the Department of Agriculture or any Agency thereof.
4. All activities conducted under this MOA shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

**VII. SIGNATURES**

In witness whereof, the Parties to this MOA through their duly authorized representatives have executed this MOA on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA as set forth herein.

**RUSK COUNTY LAND AND WATER CONSERVATION DIVISION**

\_\_\_\_\_  
NICK STADNYK Date  
County Conservationist

**USDA NATURAL RESOURCES CONSERVATION SERVICE**

\_\_\_\_\_  
NATHAN FIKKERT Date  
State Conservationist

Fiscal Year 2025

## APPENDIX A

**I. ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS**

**A. Purpose and Background**

The purpose of this Acknowledgment of Section 1619 compliance (hereinafter, "Acknowledgment") is to require acknowledgment by the Rusk County Land and Water Conservation Division (hereinafter, the "Conservation Cooperator") of the requirements of 7 USC 8791 (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 Conservation Cooperator assists USDA 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 Federal agreement. Those individuals or organizations (governmental or nongovernmental) that assist USDA with providing conservation-related services are known as Conservation Cooperators.

**B. NRCS Conservation Cooperator**

As a Conservation Cooperator, the Conservation Cooperator is authorized access to otherwise-protected agricultural information. Such protected information must be strictly limited to only that information necessary for the Conservation Cooperator to provide conservation related services or to perform monitoring, assessing, or evaluating of conservation benefits (as specified in the agreement between NRCS and the Conservation Cooperator). Disclosure to the Conservation Cooperator can include receiving the protected information either 1) directly from USDA; 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.

**C. Section 1619 of the 2008 Farm Bill**

Section 1619 of the Food, Conservation, and Energy Act of 2008 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. The Conservation Cooperator is a "contractor or cooperator" of USDA within the meaning of Section 1619. Accordingly, the Conservation Cooperator may not subsequently disclose any information

protected by section 1619. By entering the agreement that references this Acknowledgement, the Conservation Cooperator is certifying future compliance with the statutory obligations under Section 1619.

#### D. Responsibilities

##### 1. The Conservation Cooperator certifies that:

- a. It acknowledges and understands 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.
- b. Acceptance of the agreement referencing 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 USDA 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.
- c. The Conservation Cooperator will use the protected information only to perform work that is directly connected to conservation related services or perform monitoring, assessing, or evaluating conservation benefits, as specified in the agreement between NRCS and the Conservation Cooperator (hereinafter, "the Work"). Use of the protected information to perform work that is not directly connected to the Work is expressly prohibited.
- d. 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 perform the Work.
- e. The provisions in Section 1619 are continuing obligations. Even when the Conservation Cooperator is no longer a 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.
- f. 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.
- g. When the Conservation Cooperator is unsure whether particular information is covered or protected by Section 1619, the Conservation Cooperator must consult with USDA to determine whether the information must be withheld.
- h. 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.

- i. Use of the protected information for any purpose is expressly prohibited when an individual or organization is no longer a Conservation Cooperator. When the Conservation Cooperator is no longer a Conservation Cooperator, any protected information provided under this Acknowledgment must be immediately destroyed or returned to USDA. The Conservation Cooperator must provide to USDA written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
- j. The 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.

#### E. Protected Information

1. An example of the type of information prohibited by disclosure under Section 1619 includes, but is 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.
2. 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 USDA if there is any uncertainty as to the provision of such information.
3. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The Conservation Cooperator must consult with USDA as to whether specific information falls within this exception prior to relying on this exception.

## F. 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 USDA, including termination of the underlying Federal agreement.

## G. Effective Period

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

## II. PROTECTED DATA AND THE PRIVACY ACT

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

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

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

- **Breach:** The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses personally identifiable information for an other than authorized purposed.
- **Incident:** An occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.
- **Personally Identifiable Information (PII):** The term PII refers to the information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. It is important to recognize that information that is not PII can become PII whenever additional information becomes available – in any medium or from any source – that would make it possible to identify an individual.



- B. Data provided in support of this MOA is protected from unauthorized use and unauthorized disclosure pursuant to the administrative and/or civil remedies/criminal penalties as identified in applicable Federal statutes, including the Privacy Act and the Freedom of Information Act (FOIA), 5 U.S.C. § 552. Further, the State's "sunshine law," "open records act," and/or version of the FOIA does not have a competing legal obligation that could potentially be used to compel disclosure of Section 1619 protected data identified in this MOA. Accordingly, all records disclosed under this MOA that are protected from disclosure by Section 1619 are also protected from disclosure under the State's sunshine laws, open records act, or FOIA.
- C. The protected data types approved for disclosure are limited to a Geographical Information System (GIS) shapefile of irrigated and non-irrigated farm tracts that contains land owners and operators contact information that includes first and last name, Farm Serial Number (FSN), address, home telephone number and cell telephone number, or any other information about the agricultural and conservation activities conducted on those tracts.

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

- D. Disclosure
  1. The Conservation District is authorized access to the protected agricultural data as identified herein. Access to the protected agricultural data as identified herein is to be restricted to those demonstrating a need; the Conservation District determines which staff have a demonstrated need. For purposes of this MOA, disclosure of information to the Conservation District can include receiving the protected data directly from NRCS.
  2. The Conservation District and NRCS will not have live information technology (IT) interconnections. In the process of disclosing the data, NRCS and the Conservation District may use any mutually agreed upon non-live information technology (IT) interconnection data transfer media and method, provided that the data transfer can be made in full compliance with applicable security and privacy statutes and regulations.
  3. Every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Section 1619. This includes former USDA Cooperators, or when individuals currently affiliated Conservation District should leave the organization, every person having been provided access to the protected data shall continue to be legally bound to comply with the provisions in Section 1619.
- E. The Conservation District must provide information to NRCS indicating how the protected data shall be used. The Conservation District serves as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. The Conservation

District will use the data to promote USDA programs, facilitate local working groups (as outlined in NRCS policy), develop a conservation needs assessment, evaluate/measure the technical and community impacts of local conservation efforts, and carry out its responsibilities under this MOA.

- F. If the Conservation District or one of its employee/agents willfully discloses any PII or other information covered by this MOA to a third party not authorized to receive it, the Conservation District may be found liable to the loss and subject civil remedies, as prescribed in 5 U.S.C. 552a(g)(1) and USDA may revoke the Conservation District's access to the data under this Agreement.
- G. NRCS shall:
1. Inform NRCS personnel about the protected data contents of this MOA.
  2. Provide the Conservation District only the protected data referenced in this MOA.
  3. Review, and if appropriate, issue approval for the Conservation District to release the NRCS provided information that has been transformed into an acceptable statistical or aggregate form to individuals outside of this MOA.
- H. The Conservation District shall:
1. Immediately notify USDA should there be data released that does not abide by this MOA; be responsible for damages to persons or property caused by the negligent acts or omissions of Conservation District employees acting within the scope of their employment in accordance with the Federal Tort Claims Act, codified at 28 USC 2671 et seq.
  2. Immediately destroy any protected data when the Conservation District is no longer a party to this MOA. In such cases, Conservation District shall provide to NRCS written certification that the protected data (paper and/or electronic copy) has been properly destroyed and/or removed from any electronic storage media.
  3. Immediately notify USDA, if the Conservation District, or its contractors, suspect, discover or are notified of a suspected or confirmed Privacy Incident relating to PII provided under this Agreement, the Conservation District shall immediately, but in no event later than two (2) hours from suspicion, discovery, or notification of the suspected or confirmed Privacy Incident. Notification to USDA includes communicating in writing with the Program Office that disclosed the data to you and/or emailing the USDA FPAC Privacy Officer at [sm.fpac.privacy.office@usda.gov](mailto:sm.fpac.privacy.office@usda.gov).
  4. Investigate any Privacy Incident emanating from this agreement involving USDA PII. At minimum, the investigation shall include: (1) Date of Incident, State of Occurrence (if applicable), (2) type of PII involved, (3) number of individuals whose information was exposed, (4) breach/incident method (mail, email, etc.), and (5) mitigation efforts to

manage the incident. The Conservation District is responsible for carrying out all necessary measures to remedy the effects of the Privacy Incident.

5. Notify all members of the organization that will be provided access to the protected data about the existence of this MOA. Also, for the duration of this MOA (1) notification about this MOA shall be made to any individual new to the organization if that individual will be provided access to the protected data (notification shall be made prior to the individual being provided access to the protected data) and (2) periodic notification will be sent (at a frequency not to exceed 180 calendar days) to remind all with access to the protected data about the ongoing/continuing requirement to comply with this MOA.
6. Notify NRCS immediately when the Conservation District is no longer, or within 30 calendar days of the date on which the Conservation District will no longer be working in cooperation with the Secretary of Agriculture to fulfill the objectives of this MOA, whichever is sooner.
7. Provide NRCS any requests for the information from anyone outside of this MOA to NRCS for action.
8. Safeguard the protected data limiting access to those individuals working with the Conservation District to fulfill the objectives of this MOA.
9. Track staff who are provided access to data and ensure those staff's compliance with this MOA.
10. Use the protected data in accordance with this MOA.

### **III. ANTI-HARASSMENT**

- A. USDA will not tolerate harassment or assault within the agency or at partner organizations, field sites, or anywhere USDA programs are conducted. Individuals can notify USDA of concerns about harassment affecting USDA funded projects. The person who reports the concern will receive an automated response acknowledging receipt. Notification may be done anonymously.
- B. If threatened or assaulted, individuals need to immediately try to remove themselves from the assault/threat and contact 911 once you are able to. Once the situation is safe, notify the USDA-Farm Production and Conservation (FPAC) Homeland Security Division at FPAC-PhysicalSecurity@usda.gov and either your supervisor (USDA employees) or the appropriate USDA program contact (contractors and partners).

- C. The USDA established the Anti-Harassment Program to prevent workplace harassment, any form of unwelcome, persistent, and unsolicited verbal, non-verbal, written, or physical conduct that is offensive and could alter the affected individual's terms and conditions of employment and mitigate harm to any employee subjected to conduct that is or could develop into harassment or bullying. FPAC employees, contractors, volunteers, and those under formal partnership agreements performing work on behalf of USDA with FPAC, may report harassment matters to [sm.fpac.anti-harassmentcomplaints@usda.gov](mailto:sm.fpac.anti-harassmentcomplaints@usda.gov)."