



Missouri Department of Natural Resources

AGENDA

Missouri Soil and Water Districts Commission
Lincoln University Carver Farm
Jefferson City, Missouri
February 6, 2013
1:00 pm

- A. CALL TO ORDER**
- B. MINUTES OF THE PREVIOUS MEETING**
 - 1. November 26, 2012
- C. MISSOURI DEPARTMENT OF NATURAL RESOURCES**
- D. ELECTION OF COMMISSION CHAIR AND VICE CHAIR**
- E. SOIL AND WATER CONSERVATION PROGRAM DIRECTOR'S COMMENTS**
 - 1. Drought Assistance Program Update
 - 2. FY 2013 Cost-Share/SALT Fund Status
 - 3. Soil and Water Conservation Program Reorganization
 - 4. Cooperative Working Agreement
 - 5. FY13 / FY14 Budget Updates
- F. REQUESTS/REVIEW**

(If a supervisor request is received in advance of meeting, it may be presented to the commission at that meeting.)
- G. REPORTS**
 - 1. University of Missouri
 - 2. Department of Conservation
 - 3. Department of Agriculture
 - 4. Natural Resources Conservation Service
 - 5. Missouri Association of Soil and Water Conservation Districts
- H. PUBLIC COMMENTS**
- I. SUGGESTED DATE(S) OF NEXT MEETING(S)**

March 12, 2013 (DNR Conference Center) regularly scheduled
April 3, 2013 alternate date for possible meeting/tour
- J. ADJOURNMENT**

Those wishing to address the commission on any of the above issues need to contact a program staff member, Christa Moody or sign up on the comment card at the commission meeting.

If you have any questions regarding this meeting, special accommodation needs, or would like a copy of any material provided at the commission meeting, please contact Christa Moody at 573-751-1172.

Soil & Water Districts Commission may go into closed session at this meeting if such action is approved by a majority vote of the commission members who constitute a quorum to discuss legal, confidential, or privileged matters under § 610.021(1), RSMo 2000; personnel actions under §610.021(3); personnel records or applications under §610.021(13), records under § 610.021(14), or audit issues under § 610.021(17), which are otherwise protected from disclosure by law.



Missouri Department of Natural Resources

MINUTES
MISSOURI SOIL AND WATER DISTRICTS COMMISSION
TAN-TAR-A RESORT
Salon C
Osage Beach, Missouri
November 26, 2012

COMMISSION MEMBERS PRESENT: Charles Ausfahl, Kathryn Braden, Thomas Bradley, Richard Fordyce and Gary Vandiver

EX-OFFICIO MEMBERS: **JON HAGLER, DEPT. OF AGRICULTURE:** Judy Grundler; **BOB ZIEHMER, DEPT. OF CONSERVATION:** Clint Dalbom; **SARA PARKER PAULEY, DEPT. OF NATURAL RESOURCES:** Dru Buntin; **DEAN THOMAS PAYNE, UNIVERSITY OF MISSOURI:** Dave Baker

ADVISORY MEMBERS PRESENT: SOIL & WATER CONSERVATION PROGRAM: Colleen Meredith; **NRCS:** J.R. Flores, **MASWCD:** Steve Radcliff

STAFF MEMBERS PRESENT: Kurt Boeckmann, Jim Boschert, April Brandt, Alan Freeman, Jesse Higginbotham, Theresa Mueller, Christa Moody, Josh Poynor, Judy Stinson, Ken Struempfler, Leon Thompson, Jennifer Pellett, Matt Elliott, Charles Hansen, Bill Wilson

OTHERS PRESENT: DISTRICTS: **ANDREW:** Jeff Lance; **BARRY:** Don Herbert; **BARTON:** Leon Phipps, Ed Weaver; Karen Cleveland **BATES:** Brad Powell; **BENTON:** Jamie Henderson, Jim Freeburger, Tina Hovendick; **BOLLINGER:** Megan Baker, Ronald Reagan; **BOONE:** Kevin Monckton, Cindy Bowne; **BUCHANAN:** Cara Hanway, Bernard Chesnut; **BUTLER:** Rob Nations, Irvin Mansbridge, Cathy Mansbridge; **CALDWELL:** Wendy Bowen; **CALLAWAY:** Mark Smart, Carl Linnenbringer; **CAMDEN:** Connie Luttrell, Roberta Woodall, Ernie Calvert; **CAPE GIRARDEAU:** Kenny Spooler, Mary Gosch, Gary Bock, Mark Reitzel, Susan Jahn; **CARTER:** Wayne Gibbs, Jeana Rudd; **CASS:** Kevin Reed, Andrea DeGraffenried, Whitney Wiegert, Janice Fogle, Jamie Bokern; **CHARITON:** Bob Cooper, Carrie Henry, Kenny Reichert; **CHRISTIAN:** Amanda Cook, Jeremy Wallen; **CLARK:** Henry Heinze; **DALLAS:** Matt Hale, Debbie Henderson, Jerry Duff, Tony Rosen; **DAVIES:** Tom Lambert; **DEKALB:** Amy McCrary, Jim Carlson; **DUNKLIN:** David Blakemore; **FRANKLIN:** Stephen Sparks, Lori Nowak, John Busch; **GASCONADE:** Diana Mayfield, Kory Hubbard, Mike Haeffner; **GRUNDY:** John Rice; **HARRISON:** Pat Lambert, Jeremy Eivins; **HOLT:** Bruce Biermann, Dallas Kurtz, Regina Young, Wayne Heck; **HOWARD:** Liz Brown, Bev Dometroch; **IRON:** Ralph Trask; **JACKSON:** Stan Michel, Dave Fry; **JEFFERSON:** George Engelbach, Domien Meert; **JOHNSON:** Dwight Loyd, Bill Hoy; **LACLEDE:** Mary Jo Tannehill; **LAFAYETTE:** Justin Salyer, Susie Struchtemeyer, Jim Begemann; **LAWRENCE:** Joe Crabtree, Paula Champion; **LINCOLN:** Janice Cragen; **LIVINGSTON:** David Morris, Kevin Hansen, Larry Davies,

Kristen Lourenco; **MACON:** Sam Jones; **MADISON:** JC Shetley, Danny Miller; **MARIES:** Amy Neier, Edward Brown, Sandy Hutchison; **MARION:** Jim Yarbrough; **MERCER:** Kathy Cassidy; **MILLER:** Bonnie Pryor, Taylor Rodden; **MONITEAU:** Nancy Kirby, Carl Allee, Harold Haldiman, Bruce Longan; **MONTGOMERY:** Brenda VanBooven, Bob Ridgley, Ann Whitehead, Bob Ridgley; **MORGAN:** Patty Wittrock; **NEW MADRID:** Emily Wilson, Nancy Walker; **OREGON:** Sarah Stubbs, Audrey Purcell, Marlene Wilson, Freda Johnson; **OSAGE:** Colby Nilges, Charlie Stieferman, Angela Cole; **OZARK:** Dee James, Penny Collins, Melisa Myers; **PERRY:** LaVern Taylor; **PETTIS:** Alan Ream; **POLK:** Keith Stevens, David Hale, Vicky Fieth; **PUTNAM:** Greg Snyder, Clyde Bondy; **RANDOLPH:** John Kirchhoff, Mike Snellen, Ryan Britt, David Edgerton, Andrea McKeown; **RAY:** Jerry Taylor, Kim Williamson; **RIPLEY:** Michael Thornton, Rachel Griffin, Pat Rawlings; **SHANNON:** Connie Holland, Alan Stringer; **ST. CHARLES:** Charlie Perkins, Don Johnson; **ST. FRANCOIS:** Vince Kauflin, Wilma Carlyon; **ST. LOUIS:** Louise Belt, Richard Hoelscher; **STONE:** Melissa White; **TANEY:** John Cash; **TEXAS:** Karen Keller; **VERNON:** Karrie Hold, Wayne Harth, Robbie Lefeure, Mark Curtis; **WASHINGTON:** Martin Strauser, Shirley Turnbough, James Phares, Tiffany Woods; **WAYNE:** Sandy Breezley; **WORTH:** Richard Mullock, Heather Benedict, Gidget Funk; **STATE OF MISSOURI: ATTORNEY GENERALS OFFICE:** Tim Duggan; **DEPARTMENT OF NATURAL RESOURCES:** Darrick Steen; Van Bydler; **OTHERS: USDA-NRCS:** Karen Brinkman, Bill Broule; **MISSOURI FARM BUREAU:** Kelly Smith; **UNIVERSITY OF MISSOURI:** Dr. John Bowders, Dr. David Hammer; **MASWCD AREA 6;** Ben Gorden

A. CALL TO ORDER

Chairman Richard Fordyce called the meeting to order, in Osage Beach, Missouri, at the Tan-Tar-A Salon C conference room at 1:02 p.m. Kathryn Braden, Charles Ausfahl, Gary Vandiver, Thomas Bradley and Richard Fordyce, were present, which made a quorum.

B. MINUTES OF THE LAST MEETINGS

1. September 26, 2012 Minutes

Kathryn Braden made a motion to approve the minutes of the September 26, 2012 Commission meeting. Charles Ausfahl seconded the motion. When asked by the chair, Gary Vandiver, Charles Ausfahl, Kathryn Braden, Thomas Bradley and Richard Fordyce voted in favor of the motion and the motion carried unanimously

C. SOIL AND WATER CONSERVATION PROGRAM

1. Drought Assistance Program Update

Kurt Boeckmann presented the Drought Assistance Program Update. As of November 19, 2012 there were a total of 5,791 projects approved for drought assistance, of those contract 5,031 have been paid.

The Drought Assistance Compliance reviews, as of November 19, 2012, totaled 630 to be reviewed with 428 being completed.

2. Review of District Employee Compensatory Time Accrued during the Drought Assistance Program

Jim Boschert presented the review of district employee compensatory time accrued during the Drought Assistance Program. District employees worked extra hours during the implementation of Executive Order 12-08. In order to determine the amount of compensatory time (comp time) that the district employees have accrued, the time sheets for all district employees were reviewed from July 23, 2012 to October 1, 2012. The comp time accrued was then reduced by the amount of comp time already taken per employee. As of November 9, 2012 there were 186 district employees that earned 7,982 comp time hours. Of those earned comp time hours, 148 district employees used 3,186 hours which leaves 4,796 hours of comp time for 137 district employees left to be paid or taken as leave.

In order to determine the cost of the comp time, each employee's comp time was multiplied by the salary stipend provided by the state which totaled \$78,274. The total cost could decrease if more employees take time off of their comp time earned.

The Department of Natural Resources will provide funding to the local district boards at their request to assist in paying for compensatory (comp) hours earned by their employees during the implementation of Executive Order 12-08 to October 1, 2012.

If a district pays an employee an hourly wage that exceeds the stipend provided by the state, that additional salary will need to be paid by the district from their local funds. District boards are encouraged to offer their employees an option of either time off or payment for their comp time. Procedures will be developed and a memo will be sent to the districts on the guidelines to receive these additional funds.

3. Review of administrative expenses incurred for the Drought Assistance Program using state funds

Jim Boschert presented the review of administrative expenses incurred for the Drought Assistance Program by the Soil and Water Conservation Districts. The program office has received requests from districts for additional funds based on increased administrative expenses incurred due to the Drought Assistance Program. Also the Soil and Water Districts Commission requested at the September 26, 2012 meeting to review these expenses.

A review of expenses claimed against the administrative grant in the first quarter this year was compared to the administrative expenses claimed in first quarter last year. Administrative Expense Grant fund showed 59 districts that had increased expenses and 43 districts that had fewer expenses. Other Personnel grant had 55 districts with increased expenses and 43 had fewer expense. It is expected the Other Personnel grant will increase based on district employees receiving a two percent increase in their salary and the associated increase in the district portion of Social Security and Medicare.

In anticipation of cash flow difficulties, the program office has implemented changes to normal procedures for administrative grant funds and health insurance. To help the cash flow in the districts, the second quarter allocations for all districts will include all their remaining administrative grant funds. Districts will also receive the remainder of their health insurance allocation for FY 2013 in December. This allocation will cover health insurance premiums for January – June.

4. FY 2013 Cost-Share/SALT Fund Status

April Brandt presented the fiscal year (FY) 2013 Cost-Share/SALT fund status. As of November 16, 2012 there is approximately \$20.7 million dollars allocated at this time, with \$13.5 million is obligated. Less than 70 percent is obligated in all the resource concerns at this time. A little over \$5 million has been paid out. When you compare FY12 and FY13 cost-share numbers the percentages are comparable.

The status of AgNPS SALT, as of November 16, 2012, is \$1.6 million allocated out to 22 projects. Approximately 45 percent has been obligated and 14 percent has been paid.

5. Chariton SWCD Pilot Cover Crop Report

Matt Elliott presented the Chariton Soil and Water Conservation District Pilot Cover Crop update. On October 29, Ken Struempf, Jim Plassmeyer and Matt Elliott went to Chariton County to see the progress of the cover crop pilot project as well as to see the Associated Electric research and demonstration farm. The Pilot Program has 22 cooperators and a total of 633.3 acres enrolled. The board has approved \$47,497.50 for incentive payments out of the \$55,000 that the commission allocated for FY13. Most cooperators planted their cover crops during the month of September, and timing was determined by the crop that was previously planted. The average cost per seeding was \$20 per acre. The incentive payment in the pilot practice is \$75 per acre per year which covers seed cost, nutrient management costs, setting and calibrating drills, as well as the cost to make modifications to equipment to plant into the mat of covers.

Chariton County SWCD and NRCS are also partnering with Associated Electric to demonstrate use of cover crops and how they affect water quality, erosion and nutrient levels. The project duration is from September 1, 2012 through August 31, 2015. Recently the demo farm was awarded a national Conservation Innovation Grant from NRCS for \$501,850 along with a state CIG for \$50,000. These CIG's have a 50 percent match through cash and in kind donations which include donating seed, labor and equipment usage. The Soil and Water Conservation Program research funds of \$225,000 will go towards comprehensive soil sampling, weather stations, herbicide and antibiotic analysis, flumes, water samplers, and soil moisture and temperature sensors. Soil and Water funds were critical for leveraging resources for the CIG grant to be competitive. With all of the grants, matching funds and the pilot program the cover crop project in Chariton County has become a \$1.2 million effort.

Kenny Reichert, Chariton SWCD board member, stated that they have had tremendous success with the cover crop program. With so many people wanting to participate, Chariton SWCD had to create a ranking system for participation. Currently there is over 2,000 acres in Chariton SWCD under cover crop. This includes the acres under the cover crop program and farmers that have planted cover crops on their own. Mr. Reichert thanked the Commission for implementing this program and stated there are only two demonstration farms in the nation, one in Chariton County and the other in South Dakota.

6. District Employee Health Insurance Rates Update

Jim Boschert presented District Employee Health Insurance rates update based on notification received from Missouri Consolidated Health Care Plan regarding changes to district employees health insurance., Memorandum 2013-007 was sent to districts stating that under Senate Bill 749 that became law, every employee in Missouri has the right to decline or refuse coverage for contraception, sterilization or abortion if these items or procedures are contrary to an employee's religious beliefs or moral convictions. An employee may decline the coverage during open enrollment and by declining the coverage the premium may be reduced,

Currently the program offices is receiving information from the districts concerning what plan their employees signed up for and in mid-December we will send the districts funding for their health insurance for the months of January – June.

7. Plan for the Future

Colleen Meredith stated that earlier this spring meetings were held to create committees for development of the Plan for the Future, and due to the drought the effort was put on hold. The Plan for the Future will now start again and there is a training session at the conference to receive input for the Plan for the Future.

Also future meetings with the groups will be scheduled soon to enable everyone's input.

D. REQUESTS/REVIEW

1. FY 2014 Cost-Share Allocation

Alan Freeman presented the Fiscal Year (FY) 2014 Cost-Share Allocation request. The process being presented is very similar to the past two fiscal years. In the process of evaluating district needs and matching it to past performance, the process has provided a funding method that has been in line with actual district cost-share utilization. It has also allowed for supplemental allocations that support districts with considerably more activity in specific resource concerns while minimizing the affect districts may experience when activity changes from year to year in a given resource concern.

The program is anticipating allocating \$24 million in cost-share, this will provide fiscal accountability keeping the programs expenditures within expected revenues; allow for Supplemental Allocations should revenues allow and monitor obligations using MoSWIMS.

Over the past four years the Needs Assessment has been utilized, the needs requested have continued to increase; the needs assessment requests submitted by districts for FY 2014 increased 7.8 percent over FY13's total request.

Resource Concern minimums were managed to allow completion of one practice in each resource concern. The resource concern minimum was increased to \$15,000 in each resource concern with the exception of Animal Waste in which the minimum is \$25,000 due to the high cost of these practices.

Districts that requested funding less than the Resource Concern minimum would receive 100 percent of their request, districts receiving more than the minimum would be funded at least the \$15,000 in the Resource concern.

The funding availability timeline is similar to FY 11 and FY 12: January 1, 2013 the FY 14 Advance Allocation of 18 percent and 100 percent of Nutrient and Pest Management and Animal Waste Allocations July 1, 2013 the remaining FY 14 Allocation, and Fall 2013 the FY 14 Supplemental Allocation.

The following was presented for Commission consideration: approve the FY 14 Cost-Share Allocation formula and schedule as presented.

After discussion, Gary Vandiver made a motion to approve the FY 14 Cost-Share Allocation formula and schedule presented. Kathryn Braden seconded the motion. A poll vote was taken. Charles Ausfahl, Thomas Bradley, Kathryn

Braden, Gary Vandiver, and Richard Fordyce voted in favor. The motion passed unanimously.

2. Supervisor Appointments

a. Pulaski SWCD

Jesse Higginbotham presented the Pulaski SWCD supervisor appointment. The Pulaski SWCD board would like to appoint Mr. James Mitschele to complete the unexpired term of Mr. Bruce Warren, who has submitted a letter of resignation, effective 10/19/12.

Mr. Mitschele and the district board chairman have both signed the Verification of Supervisor Eligibility form, verifying this candidate meets the qualifications to serve on the board.

The following was presented for Commission consideration: approve the appointment of Mr. Mitschele to complete the unexpired term of Mr. Warren. This term expires in 2014.

After discussion, Charles Ausfahl made a motion to approve the appointment of Mr. Mitschele. Thomas Bradley seconded the motion. A poll vote was taken. Kathryn Braden, Thomas Bradley, Gary Vandiver, Charles Ausfahl, and Richard Fordyce voted in favor. The motion passed unanimously.

b. Madison SWCD

Charles Hansen presented the Madison SWCD supervisor appointment. The Madison SWCD board would like to appoint Mr. Keith Lerche to complete the unexpired term of Mr. Bruce Griffon, and Mr. Carl Rehkop to complete the unexpired term of Mr. Harry Robbins. Mr. Griffon and Mr. Robbins have both submitted letters of resignation.

Mr. Keith Lerche, Mr. Carl Rehkop and the district board chairman have signed the new Verification of Supervisor Eligibility form, verifying that these candidates meet the qualifications to serve on the board.

The following was presented for Commission considerations: approve the appointment of Mr. Keith Lerche to complete the unexpired term of Mr. Bruce Griffon, and Mr. Carl Rehkop to complete the unexpired term of Mr. Harry Robbins.

After discussion, Kathryn Braden made a motion to approve the appointment of Mr. Keith Lerche to complete the unexpired term of Mr. Bruce Griffon, and Mr. Carl Rehkop to complete the unexpired term of Mr. Harry Robbins. Gary Vandiver seconded the motion. A poll vote was taken. Gary Vandiver, Kathryn Braden, Charles Ausfahl, Thomas

Bradley, and Richard Fordyce voted in favor. The motion passed unanimously.

c. Carter SWCD

Jennifer Pellett presented the Carter SWCD supervisor appointment. The Carter SWCD board would like to appoint Mr. William Steiger to complete the unexpired term of Mr. Wade Hamlett, who has submitted a letter of resignation.

Mr. William Steiger and the district board chairman have signed the new Verification of Supervisor Eligibility form, verifying this candidate meets the qualifications to serve on the board.

The following was presented for Commission consideration: approve the appointment of Mr. William Steiger to complete the unexpired term of Mr. Wade Hamlett.

After discussion, Thomas Bradley made a motion to approve the appointment of Mr. William Steiger to complete the unexpired term of Mr. Wade Hamlett. Charles Ausfahl seconded the motion. A poll vote was taken. Charles Ausfahl, Thomas Bradley, Gary Vandiver, Kathryn Braden, and Richard Fordyce voted in favor. The motion passed unanimously.

Drought Discussion

At this time Commissioner Ausfahl presented information on the drought across the nation. He stated during his travel through southwest Iowa and Kansas, the drought was significant in those states. Commissioner Ausfahl stated he is still concerned about the drought in Missouri, and the long term effects if the precipitation remains below average this winter.

Dave Baker discussed the Drought Monitor map. Mr. Baker stated that the University of Missouri is continuing to meet with their Drought committee to discuss issues such as pasture renovation, cattle feed alternatives, and economic impacts for the upcoming year.

E. STATUS OF THE MISSOURI SOIL CHARACTERIZATION, SOIL HEALTH AND GEOTECHNICAL ANALYSES LABORATORY

Dr. David Hammer presented information on the status of the Missouri soil characterization, soil health and geotechnical analyses laboratory. Dr. Hammer requested the Commission, at a future Soil and Water Districts Commission meeting, to potentially consider providing funding for the soils labs in support of soil health. Dr. Hammer's presentation is included in the packet material.

Special Presentation

At this time Sara Parker Pauley, director of the Missouri Department of Natural Resources, delivered a proclamation from Missouri Gov. Nixon to Sandy Hutchison recognizing the work done during the 2012 drought by Missouri Soil and Water Conservation District employees.

The Proclamation states: **Whereas**, the United States Department of Agriculture declared an agriculture disaster in all 114 Missouri counties due to the prolonged period of excessive heat and low precipitation in 2012; and **Whereas**, Executive Order 12-08 was issued on July 23, 2012 establishing an Emergency Cost-Share Program for water source development and/or water distribution practices to alleviate immediate water shortages being experienced by Missouri agricultural producers; and **Whereas**, Soil and Water Conservation District employees in all 114 Missouri counties worked tirelessly to assist with more than 11,000 applications and approving more than 5,800 projects; and **Whereas**, the Soil and Water Conservation District employees helped private landowners with their dedication to the implementation of the Drought Assistance Program by working long days and weekends and, **Whereas**, the Soil and Water Conservation District employees continued their dedication by assisting citizens of Missouri with the conservation of Missouri's soil and water natural resources through the regular cost-share program and providing educational programs to the children of Missouri. **Now Therefore**, I, Jeremiah W. (Jay) Nixon, GOVERNOR OF THE STATE OF MISSOURI, do hereby proclaim November 27, 2012, to be:

MISSOURI SOIL AND WATER CONSERVATION DISTRICT EMPLOYEES DAY

IN TESTIMONY WHEREOF: I have hereunto set my hand and caused to be affixed the Great Seal of the State of Missouri, in the City of Jefferson, this 29th day of October, 2012.

F. REPORTS

1. Natural Resources Conservation Service

Karen Brinkman presented the NRCS report. Ms. Brinkman presented updates on Field Office of the Future, vehicle reductions, meeting requirements, outreach meetings, Soil Health Initiatives, Dust Bowl Documentary, partnerships, National Drought Initiative, and EQIP.

2. Missouri Association of Soil and Water Conservation Districts

Steve Radcliff requested on behalf of the MASWCD that the Commission reconsider the policy on ponds and structures to be able to use the \$10,000 limit to rejuvenate and reconstruct ponds and structures with the existing Sheet/Rill and Gully budget.

Commission Fordyce stated there is criteria development that will need to be done and there is a workshop available at the training conference on pond clean out and reconstruction.

3. University of Missouri

Dave Baker presented the University of Missouri report. Mr. Baker thanked the DNR staff along with Soil and Water District employees for all the work done on the drought. Mr. Baker also wanted to thank Governor Nixon for recognizing the district employees. Mr. Baker stated that this is a great example of how everyone pulled together as a state.

Mr. Baker presented a new Administrative map that has been put into place. There are seven Regions and five of the regional directors are new.

4. Department of Conservation

Clint Dalbom presented the Department of Conservation report. Mr. Dalbom stated there are a lot of projects currently taking place in the Department of Conservation. He updated the Commission on the chronic wasting disease, hemorrhagic blue tongue, fire arms deer season, and turkey hatch.

Mr. Dalbom stated the due to the drought there has been a higher than normal fish kills, and increase in wild fires and many reports of dead or dying trees.

5. Department of Agriculture

Judy Grundler presented the Department of Agriculture report. Ms. Grundler offered congratulations to the district employees. She also updated the Commission on the Fire Ants as a result of hay shipments from southern states.

G. PUBLIC COMMENTS

No public comments.

H. SUGGESTED DATE(S) OF NEXT MEETING

The suggested Soil and Water Districts Commission meeting is January 9, 2013, at DNR conference room, Jefferson City.

I. ADJOURNMENT

Charles Ausfahl made a motion to adjourn open session at 3:56 pm. Kathryn Braden seconded the motion. A poll vote was taken. Gary Vandiver, Thomas Bradley, Charles Ausfahl, Kathryn Braden, and Richard Fordyce voted in favor of the motion and the motion carried unanimously.

Respectfully submitted,

Colleen Meredith, Director
Soil and Water Conservation Program

Approved by:

Richard Fordyce, Chairman
Missouri Soil and Water Districts Commission
/clm

DRAFT

Master Fund Status Summary

C-2

District	Fund Code:R	Project:AWM - ANIMAL WASTE MANAGEMENT	Allocated	Obligated	%Obligated	# Contracts	Contract Payment	% Contract Payment	# Contract Payments	Pending
FY: 2013	Fund Code:R	Project:AWM - ANIMAL WASTE MANAGEMENT	\$234,564.30	\$159,564.30	68.03%	8	\$100,479.05	42.84%	5	\$0.00
FY: 2013	Fund Code:R	Project:CC - COVER CROP	\$55,000.00	\$47,497.50	86.36%	22	\$0.00	0.00%	0	\$0.00
FY: 2013	Fund Code:R	Project:DA - DROUGHT ASSISTANCE	\$22,010,185.40	\$21,899,549.30	99.50%	5390	\$21,713,209.03	98.65%	5361	-\$8,575.21
FY: 2013	Fund Code:R	Project:GM - GRAZING MANAGEMENT	\$2,333,787.96	\$1,479,075.82	63.38%	502	\$610,558.99	26.16%	176	\$187,441.70
FY: 2013	Fund Code:R	Project:IM - IRRIGATION MANAGEMENT	\$779,173.65	\$536,768.76	68.89%	120	\$238,357.26	30.59%	53	\$57,139.67
FY: 2013	Fund Code:R	Project:NP - NUTRIENT & PEST MANAGEMENT	\$777,440.60	\$454,605.60	58.47%	510	\$368,161.20	47.36%	419	\$5,581.40
FY: 2013	Fund Code:R	Project:SA - SENSITIVE AREAS	\$950,355.91	\$494,587.76	52.04%	182	\$253,409.17	26.66%	92	\$66,368.17
FY: 2013	Fund Code:R	Project:SGE - SHEET AND RILL / GULLY EROSION	\$15,480,520.45	\$12,081,339.19	78.04%	2396	\$7,594,322.06	49.06%	1350	\$661,884.19
FY: 2013	Fund Code:R	Project:WE - WOODLAND EROSION	\$422,162.14	\$245,292.23	58.10%	120	\$72,508.23	17.18%	39	\$32,577.82
Subtotal for R			\$43,043,190.41	\$37,398,280.46	86.89%	9250	\$30,951,004.99	71.91%	7495	\$1,002,417.74
FY: 2013	Fund Code:SN	Project:BDSP-31 - BUFFER SINKHOLE IMP	\$18,600.00	\$9,900.00	53.23%	33	\$9,900.00	53.23%	33	\$0.00
FY: 2013	Fund Code:SN	Project:SN071 - BIG CREEK								

Master Fund Status Summary

District	Allocated	Obligated	%Obligated	# Contracts	Contract Payment	% Contract Payment	# Contract Payments	Pending
FY: 2013 Fund Code:SN Project:SN083 - LOWER COLE CAMP	\$28,200.73	\$26,630.46	94.43%	3	\$0.00	0.00%	0	\$0.00
FY: 2013 Fund Code:SN Project:SN084 - SHOAL CREEK	\$65,000.00	\$19,934.15	30.67%	13	\$2,693.00	4.14%	6	\$9,062.59
FY: 2013 Fund Code:SN Project:SN085 - GRAYS CREEK	\$36,600.00	\$36,392.53	99.43%	3	\$36,392.53	99.43%	3	\$0.00
FY: 2013 Fund Code:SN Project:SN086 - MIDDLE FORK SALT RIVER	\$80,000.00	\$14,283.12	17.85%	8	\$2,652.72	3.32%	2	\$2,403.69
FY: 2013 Fund Code:SN Project:SN087 - LOWER LOUTRE	\$71,000.00	\$70,302.60	99.02%	8	\$19,865.95	27.98%	4	\$0.00
FY: 2013 Fund Code:SN Project:SN088 - LITTLE MARIES CREEK	\$55,000.00	\$40,410.63	73.47%	8	\$24,355.57	44.28%	3	\$0.00
FY: 2013 Fund Code:SN Project:SN089 - PEMISCOT CLAY ROOT	\$40,000.00	\$29,234.05	73.09%	8	\$26,948.51	67.37%	6	\$0.00
FY: 2013 Fund Code:SN Project:SN090 - SALT FORK CREEK	\$70,000.00	\$58,073.97	82.96%	33	\$14,689.70	20.99%	11	\$0.00
FY: 2013 Fund Code:SN Project:SN091 - ST. JOHN'S BAYOU	\$60,000.00	\$59,402.97	99.00%	10	\$42,030.90	70.05%	6	\$0.00
FY: 2013 Fund Code:SN Project:SN092 - BESS SLOUGH	\$55,000.00	\$7,118.21	12.94%	1	\$0.00	0.00%	0	\$0.00
FY: 2013 Fund Code:SN Project:SN093 - HURRICANE CREEK AND LITTLE WHITEWATER	\$65,000.00	\$27,030.78	41.59%	4	\$6,947.10	10.69%	2	\$2,732.40

Master Fund Status Summary

District	Allocated	Obligated	%Obligated	# Contracts	Contract Payment	% Contract Payment	# Contract Payments	Pending
FY: 2013 Fund Code:SN Project:SN094 - BYRD CREEK	\$66,000.00	\$31,934.89	48.39%	4	\$17,779.57	26.94%	2	\$0.00
FY: 2013 Fund Code:SN Project:SN095 - UPPER BIG CREEK	\$91,700.00	\$50,623.97	55.21%	21	\$18,863.01	20.57%	11	\$11,804.19
FY: 2013 Fund Code:SN Project:SN096 - CROWLEY'S RIDGE	\$100,000.00	\$1,639.00	1.64%	6	\$0.00	0.00%	0	\$0.00
FY: 2013 Fund Code:SN Project:SN097 - PEARSON CREEK	\$68,155.00	\$11,069.34	16.24%	6	\$0.00	0.00%	0	\$0.00
FY: 2013 Fund Code:SN Project:SN098 - WARM FORK OF SPRING RIVER	\$55,000.00	\$29,734.83	54.06%	8	\$21,844.83	39.72%	5	\$0.00
FY: 2013 Fund Code:SN Project:SN099 - HEATHS CREEK	\$76,450.00	\$15,239.85	19.93%	23	\$11,145.71	14.58%	18	\$0.00
FY: 2013 Fund Code:SN Project:SN100 - ELK FORK SALT RIVER & COON CREEK	\$86,500.00	\$53,729.86	62.12%	7	\$27,765.93	32.10%	3	\$77.34
FY: 2013 Fund Code:SN Project:SN101 - CROOKED RIVER	\$47,500.00	\$21,441.94	45.14%	6	\$9,710.37	20.44%	3	\$0.00
FY: 2013 Fund Code:SN Project:SN102 - SOUTH WYACONDA	\$80,000.00	\$80,000.00	100.00%	6	\$80,000.00	100.00%	6	\$0.00
FY: 2013 Fund Code:SN Project:SN103 - LOWER HEADWATERS OF JAMES RIVER	\$80,000.00	\$78,320.04	97.90%	12	\$66,943.37	83.68%	9	\$0.00
FY: 2013 Fund Code:SN Project:SN104 - CLARK / WOLF CREEK	\$73,740.00	\$45,372.22	61.53%	17	\$6,105.56	8.28%	7	\$0.00

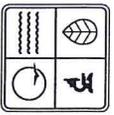
Master Fund Status Summary

<u>District</u>	<u>Allocated</u>	<u>Obligated</u>	<u>%Obligated</u>	<u># Contracts</u>	<u>Contract Payment</u>	<u>% Contract Payment</u>	<u># Contract Payments</u>	<u>Pending</u>
	\$107,514.00	\$57,195.33	53.20%	14	\$6,030.00	5.61%	9	\$53,063.42
Subtotal for SN	\$1,576,959.73	\$875,014.74	55.49%	262	\$452,664.33	28.70%	149	\$79,143.63

Master Fund Status Summary

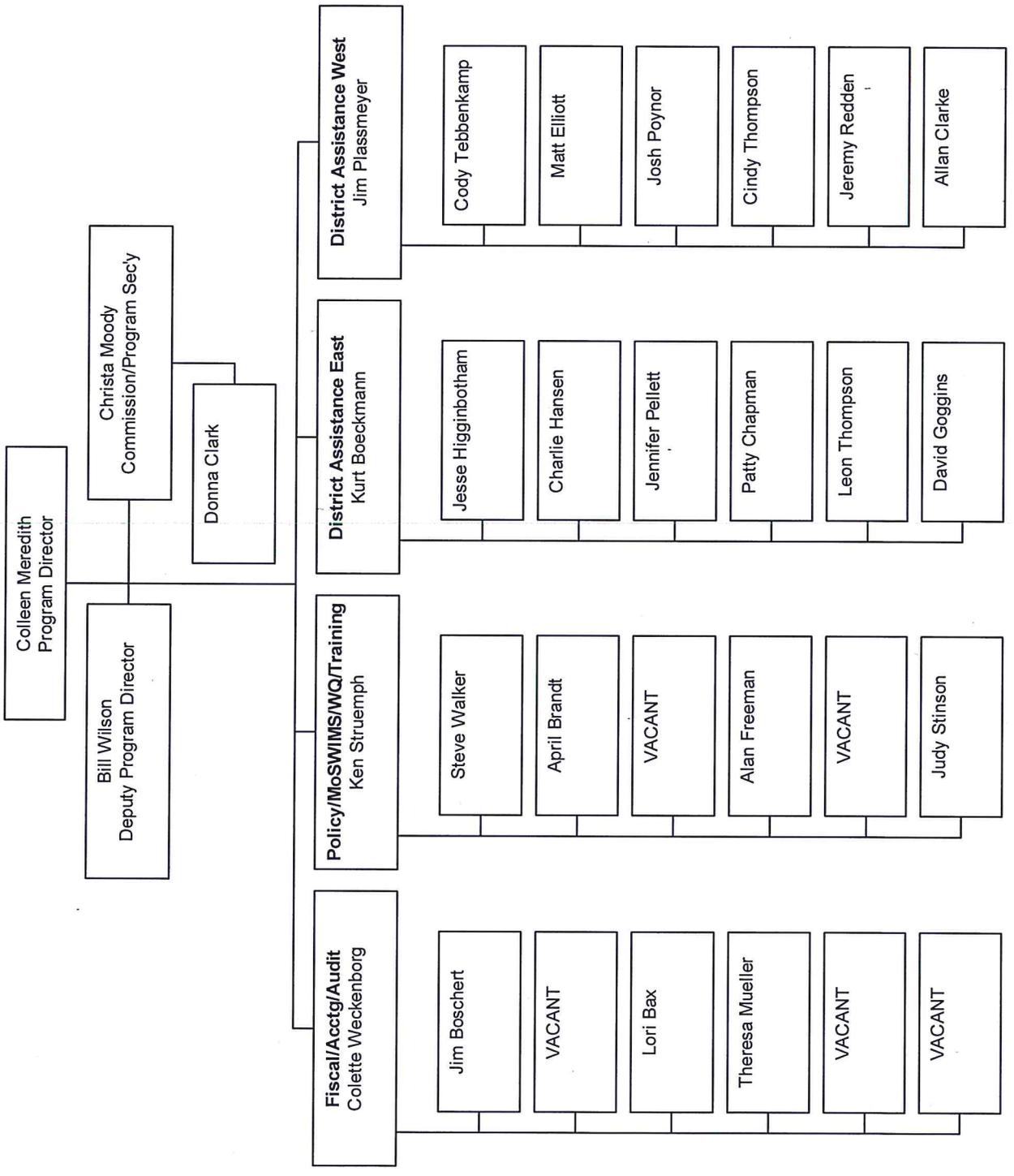
Master Fund Status Summary (2013)

Subtotal for R	\$43,043,190.41	\$37,398,280.46	86.89%	9250	\$30,951,004.99	71.91%	7495	\$1,002,417.74
Subtotal for SN	\$1,576,959.73	\$875,014.74	55.49%	262	\$452,664.33	28.70%	149	\$79,143.63
Report Totals	\$44,620,150.14	\$38,273,295.20	85.78%	9512	\$31,403,669.32	70.38%	7644	\$1,081,561.37



MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER RESOURCES
SOIL & WATER CONSERVATION PROGRAM

Effective Date February 1, 2013



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

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

For their Cooperation in the
Conservation of Natural Resources

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

PURPOSE AND SCOPE

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

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

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

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

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

MISSION

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

VISION

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

COMMUNICATION

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

AUTHORITIES, STATUTES, LAWS

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

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

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

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

ROLES AND RESPONSIBILITIES

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

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

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

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

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

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

GUIDING PRINCIPLES

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

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

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

SERVICE (PROGRAM) DELIVERY

Natural Resource Data and Planning

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

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

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

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

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

Technical Standards

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

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

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

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

Technical Assistance

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

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

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

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

Geographical Boundaries

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

OPERATING PROCEDURES

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

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

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

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

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

Transportation

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

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

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

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

Facilities and Records

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

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

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

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

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

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

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

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

FINANCIAL RESPONSIBILITY

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

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

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

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

PERSONNEL

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

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

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

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

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

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

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

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

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

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

PRIVACY ACT & FOIA

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

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

CIVIL RIGHTS

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

NATURAL RESOURCES CONSERVATION SERVICE

By: _____ Date: _____
(Acting State Conservationist)

_____ **COUNTY SOIL AND WATER CONSERVATION DISTRICT**

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

MISSOURI SOIL AND WATER DISTRICTS COMMISSION

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

MISSOURI DEPARTMENT OF NATURAL RESOURCES

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

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

ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

Purpose and Background

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

NRCS Conservation Cooperator

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

Section 1619 of the 2008 Farm Bill

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

Responsibilities

The SWCD (hereinafter the "Conservation Cooperator") certifies that:

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

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

Protected Information

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

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

Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program *that is otherwise authorized by law*" (emphasis added). The names and payment information of producers generally may be provided to the public; however the Conservation Cooperator shall consult with NRCS if there is any uncertainty as to the provision of such information.

Section 1619 also allows disclosure of otherwise protected information if “the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite.” The Conservation Cooperator must consult with NRCS as to whether specific information falls within this exception prior to relying on this exception.

Violations

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

Effective Period

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

SECTION 1619. INFORMATION GATHERING.

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

(b) **LIMITATION ON DISCLOSURES**—

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

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

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

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

(3) **AUTHORIZED DISCLOSURES**—

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

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

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

(4) **EXCEPTIONS**—Nothing in this subsection affects—

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

(B) The disclosure of information described in paragraph (2) if the information has been transformed into a statistical or aggregate form without naming any—

(i) Individual owner, operator, or producer; or

(ii) Specific data gathering site; or

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

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

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

JAN 11 1997

COOPERATIVE WORKING AGREEMENT

Between the
NATURAL RESOURCES CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

and

THE [REDACTED] COUNTY SOIL AND WATER CONSERVATION DISTRICT

and

THE [REDACTED] STATE SOIL AND WATER DISTRICTS COMMISSION

For their Cooperation in the
Conservation of Natural Resources

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), referred to as the "Service" and the local County Soil and Water Conservation District referred to as the "District," and the State Soil and Water Districts Commission referred to as the "Commission," herein jointly referred to as "The Partnership."

AUTHORITIES, STATUTES, LAWS

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

The District has been organized pursuant to the "[REDACTED] Soil and Water Conservation Districts Law" (278.060 - 278.155, RSMo) to promote all reasonable measures for the saving of soil and water within that soil and water conservation district and to exercise all public powers in connection with soil and water conservation objectives.

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

The purpose of this agreement is to supplement the Mutual Agreement between the United States Department of Agriculture and the State Soil and Water Districts Commission of [REDACTED]. This cooperative working agreement documents those areas of common interest to the state, federal, and local partnership in natural resource conservation.

The customers of the partnership to this agreement are individual landowners, other land users, Federal and State land management agencies, local units of government, and the general public.

PURPOSE AND SCOPE

The purpose of this Cooperative Working Agreement is to define the roles and responsibilities of the Partnership in addressing the specific natural resource conservation needs of our customers.

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

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

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

Each partner may have specific responsibilities and function differently, yet will rely on each other for the successful delivery system of conservation programs related to improving and protecting [REDACTED] natural resources.

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

MISSION

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

VISION

It is our intent to be leaders in providing quality, innovative service for the conservation and enhancement of [REDACTED] natural resources.

COMMUNICATION

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

ROLES AND RESPONSIBILITIES

The District has the responsibility to provide local leadership in identifying and addressing resource needs.

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

The Commission is charged with formulating policy and general programs for the saving of [REDACTED] soil and water by soil and water conservation districts. The Commission will serve as the administrative agency in all matters arising from the provisions of the [REDACTED] Soil and Water Conservation Districts Law.

GUIDING PRINCIPLES

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

- Develop and maintain a comprehensive long range plan. This will guide the Partnership in addressing priority local natural resource issues with effective strategies which are acceptable to the customers.

- Develop a District Conservation Partnership Annual Plan of Work, which may include both District and Service activities and priorities that are compatible with the Long Range Plan.
- Maintain and improve a grass-roots delivery system.
- Build new alliances to expand the Partnership.
- Involve each partner in the decision-making process. Maintain decision making at the local level whenever possible and empower people to make decisions at the lowest appropriate level.
- Promote economically and technically sound conservation measures.
- Foster a spirit of cooperation by advancing team building and practicing teamwork.
- Advocate comprehensive resource management planning which meets customer needs and addresses natural resource concerns.
- Work toward effective customer service by listening, anticipating, and responding to our customers' natural resource needs. This commitment will be a basis for decision making at each level of organization.
- Develop and maintain an effective communication system throughout the Partnership.

PROGRAM DIRECTION AND DEVELOPMENT

The District agrees to be responsible for program development and direction based on natural resources and customer needs. District programs will be developed by the district board based on the input of the conservation partners and others. This will give direction for setting goals and developing strategies. The District will submit to the Commission for approval those rules, policies, forms and reports which are required for the administration and accountability of the programs.

The Service agrees to provide resource data, analysis, technical information, assistance, and available USDA programs to support the district. It will also utilize the district's direction in developing the means for the effective delivery of programs and services.

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

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

SERVICE (PROGRAM) DELIVERY

Natural Resource Data and Planning

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

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

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

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

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

Technical Standards

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

The Partners will concur with the assignment of conservation planning and application responsibilities and job approval to employees based on employee knowledge, skill, ability level, and within applicable laws and guidelines.

Technical Assistance

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

Geographical Boundaries

The District will be the basic service boundary for district personnel. The District may allow personnel to work across district boundaries at the district's discretion. The Service will work with individual districts in program planning including assignment of priorities and determining technical assistance needs.

Districts may elect to develop multi-district/NRCS program plans for a common resource area or Field Office Service Area. The Service will provide assistance with an interdisciplinary team working across district boundaries.

OPERATING PROCEDURES

Equipment and Supplies

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

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

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

Transportation

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

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

Facilities and Records

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

The District will provide clerical assistance for records management of both Service and District needs within fund limitations and authorities.

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

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

The District will keep a full and accurate record of all its proceedings, resolutions and policies issued or adopted.

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

The Partners agree to follow the guidelines of the party with program responsibility for records management of that program.

FINANCIAL RESPONSIBILITY

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

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

The Partners agree to be accountable regarding any funding that is obtained from any partner.

The District will provide for surety bonds for all officers and employees entrusted with funds or property.

PERSONNEL

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

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

Training will be made available to employees to meet the duty requirements of each job and to improve efficiency and effectiveness of conservation programs and services. All Partners should participate in sharing training opportunities which will improve the quality and quantity of service to the customer.

COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS AND REGULATIONS

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

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

The [redacted] Soil and Water Conservation Districts Law (Section 278.060-278.300, RSMo) authorizes the Districts to enter into agreements with the United States and its agencies.

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

CIVIL RIGHTS

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

NATURAL RESOURCES CONSERVATION SERVICE

By: [redacted]
(State Conservationist)

Date: [redacted]

DOUGLAS COUNTY SOIL AND WATER CONSERVATION DISTRICT

By: [redacted]
(Chairperson, Soil and Water Conservation District)

Date: [redacted]

MISSOURI SOIL AND WATER DISTRICTS COMMISSION

By: [redacted]
(Chairperson, Missouri Soil and Water Districts Commission)

Date: [redacted]

