

MEMORANDUM

TO: Programs Projects and Operations Subcommittee

FROM: Terry Schumacher, Land & Water Programs Coordinator

SUBJECT: Review and Recommendation of Unfunded Cooperative Agreement with USDA, NRCS

DATE: December 2, 2020

The Papio-Missouri River NRD and NRCS have a rich history of collaborating to deliver comprehensive technical and financial assistance to farmers, ranchers, forest stewards and other entities to voluntarily protect, restore and enhance natural resources.

The purpose of this agreement is to accelerate delivery of Farm Bill and other conservation programs to enhance conservation delivery through a partnership. NRCS and the Papio-Missouri River NRD have a mutual interest in delivering timely and effective assistance to customers participating in USDA and NRD programs to address local natural resource concerns.

This agreement supplements the Memorandum of Agreement that was signed by both parties in December of 2019 and documents areas of common interest and clarifies roles of the Parties in providing conservation leadership and technical and financial assistance to customers in order to help them conserve and enhance natural resources through a voluntary approach. The agreement specifies the sharing of resources between NRCS and the NRD to accomplish delivery of programs and mutual conservation priorities including joint evaluation of local natural resource conditions and program effectiveness to address identified concerns.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Unfunded Cooperative Agreement with the USDA, NRCS subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

Statement of Work

I. Purpose

The purpose of this agreement is to accelerate delivery of Farm Bill and other conservation programs (programs) to enhance conservation delivery through a partnership with the Papio-Missouri River Natural Resources District. The Natural Resources Conservation Service (NRCS) and Papio-Missouri River Natural Resources District (NRD) (together, Parties) have a mutual interest in delivering timely and effective assistance to customers participating in USDA and NRD programs to address local natural resource concerns.

This agreement supplements the Memorandum of Agreement between the Parties and documents areas of common interest and clarifies the roles of the Parties in providing conservation leadership and technical and financial assistance to customers in order to help them conserve and enhance natural resources through a voluntary cooperative approach. The agreement will specify the sharing of resources between NRCS and the NRD to accomplish delivery of programs and mutual conservation priorities including joint evaluation of local natural resource conditions and program effectiveness to address identified concerns.

II. Objectives

The Parties will jointly address opportunities and resource concerns related to the use of natural resources that help keep the land healthy and productive. Benefits of these activities include sustained and improved agricultural productivity; healthy soil; cleaner, safer, and more dependable water supplies; clean air; abundant wildlife; enhanced recreational opportunities; tranquil and scenic landscapes; reduced damages caused by flood, fires, and other natural disasters; and an enhanced natural resource base to support continued economic development and strengthen quality of life.

III. Budget Narrative

The Parties intend to share resources as identified in the "Resources Needed" section of this agreement. In instances where the level of support offered by each Party may vary from year to year, at the beginning of each federal fiscal year the Parties must cooperate to plan and document the specific resources allocated for that year's performance using the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report.

IV. Responsibilities of the Parties

A. NRCS will:

1. In accordance with Section VI below, provide access to NRCS vehicles, equipment, technology, and technical tools to the maximum extent possible to facilitate mission delivery and enable mutually beneficial program outcomes.
2. In accordance with Section VI below, provide access to shared office spaces, where Parties can better collaborate to achieve mutually beneficial outcomes and provide improved access and services to customers within the local community.
3. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the United States. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the NRD or any member of the NRD. They also shall not assist the NRD or any member of the NRD with efforts to lobby Congress, or to raise money through fundraising efforts.

Further, NRCS employees shall report to their immediate supervisor any negotiations with the NRD, or any member of the NRD, concerning future employment and shall refrain from participation in work regarding the NRD until approved by the Agency.

4. Collaborate with the NRD to produce an annual report of the Partnership activities and accomplishments by the end of each federal fiscal year.
5. Evaluate and review with NRDs the current condition of local natural resources and the effectiveness of programs to address identified concerns. Work with NRDs to update or propose updates to programs in order to maintain effectiveness and to adjust to changing conditions.
6. Provide staff, office space, office equipment, and vehicles at NRCS Field Offices to address locally identified high priority resource concerns through efforts to conduct:
 - (a) Conservation planning of conservation practices.
 - (b) Layout, survey, design, inspection, and certification of conservation practices.
 - (c) Engineering services for special projects.
 - (d) Formal and Informal Technical training to employees, partners, and contractors to deliver conservation practice planning and application services.
 - (e) Consultation with NRCS specialists for technical recommendations for natural resources inventory and management.
 - (f) Maintenance of Field Office Technical Guide (FOTG) and other science-based technical standards, as appropriate, for conservation practice planning and implementation.
 - (g) Delegation of Engineering and Ecological Sciences Job Approval Authority in accordance with local, state, and federal statute.
 - (h) Natural resource spatial and tabular data (such as LIDAR) for use in conservation practice planning and implementation.
 - (i) Development, utilization, and maintenance of NRCS tools for completing conservation planning processes.
 - (j) Inventory & Evaluation to ensure proposed treatment alternatives to address resource concerns is needed, feasible, and in accordance with state, local, and federal environmental regulation and policy (NEPA, Cultural Resources, Endangered Species, etc.).
 - (k) Nebraska Erosion and Sediment Control Act & Program complaint support, including soil loss calculations, conservation planning assistance, practice design, and inspection.
 - (l) Quality Control and Quality Assurance Review process to ensure objectives are being met in accordance with established policy and procedures.
 - (m) Develop and maintain conservation practice scenarios and federal cost share program cost lists.
 - (n) Accept program applications, determine eligibility, rank, and obligate contracts and cost share agreements.
 - (o) Inspect and certify completed practices in accordance with national policy (Farm Bill Programs), state statute (NSWCP), and the NRCS FOTG standards & specifications.
 - (p) Conduct marketing, outreach, and support for NRD led projects and initiatives including:
 - i. Conservation Tree Sales and Planting Program (tree sales at NRCS offices, planting plan development, and certification).
 - ii. Grass seed drill rental and seed sales (vendor services at NRCS offices).
 - iii. Other NRD conservation initiatives (cover crops, no-till, etc.).
 - (q) Range & Land Judging Contests (contest site selection, setup, judging, and delivery).
 - (r) Conservation Field Days, Water Festivals, and other educational events for students.

B. NRD will:

1. In accordance with Section VI below, provide access to shared office spaces on an intermittent, non-exclusive basis, where the Parties can better collaborate to achieve mutually beneficial outcomes and provide improved access and services to customers within the local community.

2. Utilize and report vehicle usage in accordance with Section VI, below.
3. Collaborate with the NRCS to produce an annual report of Partnership activities and accomplishments by the end of each federal fiscal year.
4. By entering into this agreement, the undersigned attests that the NRD:
 - a. Has not been convicted of a felony criminal violation under Federal or State law in the past 24 months preceding the date of signature, nor has any officer or agent of the Partner been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of signature.
 - b. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
5. Ensure that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies. In addition, the NRD agrees to comply with Farm Production and Conservation (FPAC) and NRCS requirements related to access to Government owned or controlled information systems as may be amended from time to time and communicated to the NRD.
6. Evaluate and review with NRCS the current condition of local natural resources and the effectiveness of programs to address identified concerns. Work with NRCS to update or propose updates to programs in order to maintain effectiveness and to adjust to changing conditions.
7. Provide staff in NRCS Field Offices to support efforts to address locally identified high priority resource concerns through:
 - (a) Serving to facilitate the focus of NRCS staff toward delivery of one-on-one technical assistance to mutual clients by providing support to provide:
 - i. Services as first point of contact for farmers, ranchers, and the public as the field office receptionist. Provides a positive first impression of the NRD and NRCS, answers general questions, refers customers to appropriate personnel, receives and relays messages to personnel, and provides customer service when all other personnel are away from the office.
 - ii. Routine computer system data entry and maintenance for a variety of purposes including workload tracking and management, request registers, conservation planning systems, contracting systems, records management systems, reference databases, and reporting systems.
 - iii. Field Office Report Support – Tasks include tracking and follow up for responses to directives (bulletins, memoranda, email, etc.).
 - iv. Meeting Support – Tasks include recording and distributing meeting minutes, meeting agenda distributions, outlook calendar meeting invitation distribution and maintenance.
 - v. Case File management – Tasks include correspondence management, filing, disposition, and reconstitutions.
 - vi. Conservation Planning Support– Tasks include assistance with resource inventory and evaluation, plan map development, conservation plan support documents, and environmental evaluation support.
 - vii. Conservation Application Support– Tasks include assistance with organization and preparation of design worksheets, utilities inventory, tracking and inspection and certification of completed practices, and follow up tracking to evaluate efficacy of practice implementation.
 - viii. Program Outreach and Marketing – Tasks include assistance with preparation for on-site visits with

- customers and partners, newsletters, mailings, meetings, training sessions, local work group coordination, and educational opportunities with schools and community organizations.
- ix. Conservation Compliance (Highly Erodible Land and Wetlands Conservation) Support – Tasks include utilization of the HEL tool, HEL/Wetland determination register maintenance, cropping history research, notification letter preparation, records management, document scanning and upload to wetland SharePoint site.
 - x. NRCS/NRD Plan of Operations Support – Tasks include maintenance of workload analysis data and action item tracking to address partnership priorities.
 - xi. Procurement – Tasks include inventory, organization, and ordering equipment and supplies.
 - xii. Mail Processing – Tasks include incoming and outgoing mail management, including postage purchasing, mail routing, correspondence filing and disposition.
 - xiii. Equipment Inventory and Maintenance – Tasks include capital equipment inventory and maintenance, scheduling government owned vehicle maintenance, inspection, maintenance of mileage logs, and vehicle maintenance and equipment invoice tracking.
 - xiv. Customer Service Support – Tasks include follow up to track customer requests for assistance and communication of customer feedback to employees who provide assistance in the work unit.
 - xv. Layout, survey, design, inspection, and certification of conservation practices.
 - xvi. Accept program applications and assist with ranking and resource assessments of program application resource concerns.

V. Expected Accomplishments and Deliverables

See the attached Memorandum of Agreement (MOA), which documents the mutually agreed-to responsibilities of the Parties and is incorporated herein.

VI. Resources Needed

NRCS and the NRD may share resources such as office space, vehicles, equipment, and supplies to carry out program activities. For details see the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report. All resources provided by NRCS are subject to availability of funds. In the event of a lapse in appropriations and Government shutdown, the NRD will not be permitted to use NRCS resources.

A. RESOURCES PROVIDED BY NRCS:

- 1) Provide staff, office space, office equipment, and vehicles at NRCS Field Offices to provide required technical assistance for financial assistance programs to promote and implement conservation systems:
 - i. Farm Bill Programs (EQIP, CSP, RCPP, ACEP, CRP, etc.)
 - ii. State and Local Programs (NSWCP, Local NRD Cost Share Programs)

B. RESOURCES PROVIDED BY NRD:

- 1) Provide staff in NRCS Field Offices to support delivery of programs:
 - i. Address responsibilities to leverage NRCS staff toward delivery of one on one technical assistance to mutual clients by providing:
 - ii. Contract Support – Tasks include assistance with accepting and processing contract applications, contract obligation support document development, contract modification support document development, payment documentation, tracking system maintenance, correspondence preparation, contract maintenance, and status review support.
 - iii. Program Maintenance – Tasks include assistance with compiling cost data, progress reporting, maintaining programmatic databases, maintaining scheduling system, and tracking quality assurance and quality control activities.

C. Vehicles

NRCS vehicles may be utilized for official business only as it relates to the work specified in this agreement and attachments, if available and needed.

1. The NRD may request use of a government vehicle (GOV) in order to facilitate delivery of conservation technical assistance to landowners in support of the NRCS mission. Use of the vehicle will significantly increase the efficiency of the delivery of conservation programs.
2. Vehicle operators may only use GOVs for NRCS official business specified under this agreement. Operators must avoid, when possible, any situation that may convey an impression to the public that the vehicle operator is using the assigned vehicle for an unofficial purpose.
3. Vehicle operators must immediately report any safety or mechanical deficiencies to a local NRCS representative and must not operate the vehicle with known mechanical problems or safety deficiencies. NRCS is responsible for correcting deficiencies.
4. The NRCS will share a GOV with the NRD for official NRCS business. GOVs shall not be used to support any revenue-generating activity for the NRD.
5. The NRD will obtain prior written approval from NRCS for using vehicles at irregular hours or under circumstances in which using motor vehicles may create an unfavorable public reaction (for example, during Federal holiday or after business hours).
6. NRCS will bear the cost of maintenance of vehicles used by the NRD. Except in the case of an accident caused by a NRD driver (see vehicle accident provisions below), the NRCS will make repairs as necessary for safety and as needed to keep vehicle in safe operating condition.
7. NRCS will ensure placement of a Federal Motor Vehicle Registration System (FMVRS) registration card in every GOV, which serves as the registration and proof of insurance documentation to be provided to law enforcement.
8. The NRCS technical contact for the agreement will work closely with the NRD in fulfilling the terms and conditions of this attachment at the local level.
9. Home-to-work transportation by NRD employees is prohibited.
10. The NRD will ensure that each vehicle operator has a valid state driver's license and instruct operators to carry a valid state driver's license while operating a GOV.
11. The NRD will ensure vehicle operators use all safety devices and follow appropriate motor vehicle manufacturer safety guidelines when operating GOVs. Seat belts must be used when operating or riding in a GOV.
12. The NRD will ban all vehicle operators from text messaging and using tobacco (smoke and smokeless) while using GOVs.
13. The NRD will utilize the NRCS-provided fleet card to pay for all fuel and repairs, with the exception of accident repairs for which the NRD is paying an auto repair facility directly (see accident provisions below). The NRD must comply with all NRCS fleet card policies, to include but not limited to the use of unique driver PINs, receipt retention requirements, fleet card training requirements, and prohibitions against using the card for unofficial purposes. NRD drivers must safeguard the fleet card at all times to prevent it from potential unauthorized use.

14. The NRD will immediately report all vehicle accidents and traffic violations to NRCS and complete all required documents to report accidents. The NRD will reimburse NRCS or pay an auto repair company directly for any and all repairs to the GOV as a result of an accident caused by the NRD operator and pay all traffic violation citations.
15. The NRD will assume responsibility for claims arising from accidents caused by NRD Drivers. The NRD will be responsible for receiving, processing, and paying tort claims that are submitted due to an accident caused by a NRD driver.
16. The NRD will notify the NRCS immediately of any loss, theft, or damage to a GOV, GOV license plates, or fleet cards.
17. It is prohibited for individuals other than Federal employees or NRD employees performing official NRCS business under this agreement to ride as passengers in GOVs. Any other passengers must be approved through the passenger approval process described in NRCS vehicle policy.
18. The technical contact for the NRD will work with NRCS with fulfilling the terms and conditions of this attachment at the local level.
19. The use of GOVs may be suspended or revoked by NRCS, if it determines that corrective action is needed to meet the provisions of this attachment.
20. The furnishing of vehicles is contingent upon the availability of vehicles and appropriations.
21. The vehicle use policies outlined in this agreement do not contain all Federal, Departmental, and NRCS policies regarding the use of motor vehicles. This document is not intended to provide complete details, and the NRCS and the NRD must abide by all other appropriate policies governing GOV use.
22. Only trained NRCS employees and NRD personnel may operate an Off-Highway Vehicle. Refer to the Off-Highway Vehicle (OHV) Attachment for specific information on what is required of an operator before operating an NRCS owned OHV.

D. Office Space

1. Shared work and office spaces are needed to more effectively carry out program activities and provide quality service to our mutual customers.
2. The NRCS or NRD may have reserved workspaces in NRCS or NRD offices or spaces on a full-time/part-time basis, as well as access to common spaces such as conference rooms, kitchens, etc.

E. Equipment and Technology

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

VII. **Milestones**

On a yearly basis the Parties shall jointly complete the Unfunded Cooperative Agreement Initial Estimate and Annual

VIII. Special Provisions

- A. This agreement may be extended or amended upon written request of either NRCS or the NRD and the subsequent written concurrence of the other. Either the NRCS or the NRD may terminate this agreement with a 60-day written notice to the other.
- B. The NRD assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- C. Employees of the NRD shall remain its employees while carrying out their duties under this agreement and will not be considered Federal employees or agents of the United States for any purposes under this agreement.
- D. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.
- E. Each party assumes responsibility for the actions of its own officials and employees acting within the scope of their employment to the extent provided by Federal, tribal, state, or local laws, including liability for injury to persons or damage to property resulting from the conduct of its own operations. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
- F. Privacy Act and Prohibition Against Certain Internal Confidentiality Agreements
 - 1. Activities performed under this agreement may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
 - 2. NRDs 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. NRD personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
 - 3. The NRD agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements":
 - a. You may not require your employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - b. You must notify your employees or contractors that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this agreement provision are no longer in effect.

- c. The prohibition in paragraph (1) of this agreement provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d. If NRCS determines that you are not in compliance with this agreement provision, NRCS:
 - i. Will prohibit your use of funds under this agreement, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
 - ii. May pursue other remedies available for your material failure to comply with agreement terms and conditions.

G. Acknowledgment of Section 1619 Compliance

The NRD agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

1. Responsibilities.

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

- h. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this agreement. Upon the agreement end date, any protected information provided under this agreement must be immediately destroyed or returned to NRCS. The NRD must provide to NRCS written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
- i. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

2. Protected Information.

- a. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:
 - i. State identification and county number (where reported and where located).
 - ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
 - iii. Farm, tract, field, and contract numbers.
 - iv. Production shares and share of acres for each Farm Serial Number (FSN) field.
 - v. Acreage information, including crop codes.
 - vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System.
 - vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
 - viii. Location of conservation practices.
 - b. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of Partners of payments) under any Department program *that is otherwise authorized by law*" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the NRD shall consult with NRCS if there is any uncertainty as to the provision of such information.
 - c. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The NRD must consult with NRCS as to whether specific information falls within this exception prior to relying on this exception.
3. Violations. The NRD will be held responsible for violations of this provision and Section 1619. A violation of this provision by the NRD may result in action by NRCS, including termination of the underlying Federal agreement.
4. Effective Period. The requirements of this provision are effective on the date of the final signature and will continue until NRCS notifies the NRD that it is no longer required based on changes in applicable Federal law.

H. Records

- 1. Comply with state and federal legal requirements and limitations for access and use of relevant records. Confidential and personal information is for official use only and under no circumstances will it be used for personal gain. Adequate safeguards will be in place to protect confidential and personal information and appropriate training will be conducted to ensure all staff members and NRD Board of Directors are advised of record policies and procedures and that NRCS records are to be maintained in separate file cabinets at all times. It is required that all personally identifiable information (PII) be maintained in a locked file cabinet.

2. The NRD Records are subject to the Nebraska Public Records Statutes, Neb. Rev. Stat. §§ 84-712 through 84-712.09 (2014, Cum. Supp. 2018, Supp. 2019).
3. Any NRD personnel with access to USDA facilities and computer systems shall be subject to the security background checks as required by USDA. Any cost associated with NRCS required background checks of NRD personnel will be paid by the NRCS.
4. In the event of a lapse in appropriations and government shutdown, the NRD will not be permitted access to any NRCS records.

I. Technical Standards

The NRD will adopt NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and other science-based technical standards related to joint projects undertaken by the two Parties or if assisting with NRCS programs or activities.

J. Training

1. The Parties will provide appropriate leadership in administrative and technical training as determined by program needs and required by USDA, NRCS and NRD policy.
2. Training also includes the orientation of all employees and officials in organizational philosophies, programs, authorities, roles and responsibilities of the Parties.
3. As applicable and as resources allow, training sponsored by either Party can be made available to each Party's personnel without cost to the other party, including timely notice to the other of any impending training opportunities.

K. Civil Rights

All activities and programs conducted under this Agreement shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving Federal financial assistance from the Department of Agriculture or any Agency thereof.

Off-Highway Vehicle (OHV) Attachment to Statement of Work

Natural Resources Conservation Service (NRCS) National policy for Off-Highway Vehicles is contained in General Manual 360-420-E. The policy applies to any NRCS owned off-highway vehicle operated by NRCS employees and NRD personnel working on NRCS mission-related activities as part of an approved agreement.

Authorized Operators

- Trained NRCS employees and Natural Resources District (NRD) personnel working under this agreement with NRCS that authorized them to operate NRCS-approved OHVs may operate an OHV. All other users are prohibited from operating NRCS equipment.
- The use or transport of personal, partner, or producer-owned OHVs is prohibited.
- Authorized operators may not carry producers or other partners not authorized under an agreement to work for the NRCS.
- Earth Team Volunteers can ride a government motorized vehicle as long as they have a signed Earth Team volunteer application on file and drive if they have completed the required training.
- Authorized operators will fill out all forms and checklists required by NRCS for every trip as necessary. Forms will be supplied by NRCS.

Training

- All riders must complete an ATV Safety Institute and/or a Recreational Off-Highway Vehicle Association certified rider e-course and hands-on training course prior to operating Off-Highway Vehicles (OHV). The online e-courses are pre-requisite to attending the hands-on training.
- Hands-on training will include training on proper OHV loading and unloading from a trailer used to transport and/or store the OHV.
- All operators must successfully complete a National Trailer Safety Institute online course prior to trailering or hauling an OHV. Driver must have current certificates for the National Trailer Safety Institute online course on file in the NRCS office before trailering or hauling an OHV.

Recertification and Refresher Training

- All operators must be recertified every three years from the date of their last certification by completing an in-person course.
- Refresher training will be provided to an operator who is involved in an accident or near-miss incident, assigned a different type of OHV, an infrequent operator (defined in the General Manual), or an operator who requests refresher training.

Personal Protective Equipment (PPE)

- Use of a properly fitting helmet, boots, gloves, long pants, and eye protection is required for every ride.
- A first-aid kit with adequate supplies must always be carried in the off-highway vehicles, and a fire extinguisher must be secured and maintained on each OHV.
- Employees must carry a cell phone or two-way radio when using an OHV.

Operations

- A Trip Plan, to include the employee's work location, routes to work location, contact information, and estimated time of return, must be developed and completed for each trip.

Each trip must be documented on the Trip Plan and communicated with another employee before using an OHV.

- OHV passengers are not required to have training; however, the certified operator shall provide a safety briefing regarding the use of hand holds, seat and door restraints. Passengers are never allowed on a single seat OHV.
- The owner's manual and manufacturer's tool kit are always required with the OHVs during use.

Job Hazard Analysis (JHA) form

- A JHA must be prepared for each work activity involving the use of an OHV. NRCS supervisors must ensure a JHA is completed and includes all steps in completing the project. The JHA should be reviewed by all participants prior to commencing operations. Example items to be identified are:
 - The appropriate vehicle for the work project or activity
 - Operator tasks
 - Personal Protective Equipment (PPE)
 - Operator experience
 - Loading, unloading, and transportation of vehicle
 - Terrain
 - Communications
 - Check-out/check-in procedure
 - Trip Plan includes: location of work, route to work site, and estimated return time
- All JHA forms will be maintained in the off-highway vehicle log book. Modifications to the JHA should occur when applicable.

Maintenance and T-CLOC Pre-Ride Checklist

- Before the use of an OHV, operators must complete a T-CLOC Pre-Ride Checklist.
- T-CLOC Checklists must be filed with the JHA and OHV usage log in the log book.
- DO NOT OPERATE vehicles with known mechanical problems or safety deficiencies.
- All safety or mechanical deficiencies must be reported to the NRCS supervisor.
- An authorized dealer or manufacturer must be involved with any modifications to an OHV.

Transport

- OHVs will not be transported in the bed of a pickup truck. Transport will be made via trailer.
- Operators must be experienced and trained in loading the OHV on a trailer and for hauling.

Back Country Travel

- NRCS policy defines Back Country Travel as a 2-hour or more walk or hike (approximately 5 miles) away from transport vehicle or loading site.
- OHV operators must communicate with NRCS supervisor prior to any anticipated field operations that incur Back Country Travel. Alternatives to Back Country Travel should be explored and used if able to meet the project need. NRCS supervisor approval is required if Back Country Travel is deemed necessary.

The following equipment is required for Back Country Travel:

- Communication capabilities such as two-way radio, SPOT, cell phone
- Map, compass, or GPS receiver
- Matches or fire starter in weatherproof container

- Flashlight or headlamp with extra batteries
- Whistle and signal mirror
- Battery strobe lantern or broad beam laser pen
- Appropriate gear, water, food, and clothing for the worst expected weather conditions

Accident Reporting

- All operators must drive responsibly, using good judgement to minimize risks and operate consistently with the terrain conditions and operational risk management principles.
- All accidents are to be reported to the NRCS supervisor within 24 hours using the Motor Vehicle Accident Report found in the towing vehicle glove compartment. OHV accidents will be investigated in the same manner as vehicle accidents.
- Forms are to be completed at the time and scene of the accident and photos taken, including the tag, and any damages if possible.

Unfunded Cooperative Agreement Face Sheet

Agreement Number		Amendment No.	Period of Performance		DUNS: 078035185
					EIN: 47-0542469
Natural Resources Conservation Service (NRCS) (Name and Address)			Partner Organization (Name and Address)		
Blair NRCS 1060 Wilbur Street Blair, NE 68008			Papio-Missouri River NRD 8901 S. 154th Street Omaha, NE 68138		
NRCS Program Contact		FPAC - BC Administrative Contact:	Partner Program Contact:	Partner Administrative Contact:	
Doug Wagner Area Conservationist (East)			Terry Schumacher Land & Water Programs Co	Terry Schumacher Land & Water Programs Co	
CFDA Number	Authority		Type of Action	Instrument type	
10.902	16 U.S.C. 590 a-f		i. New Agreement	Unfunded Cooperative Agreement	
Location:					
Details:					
A complete agreement includes this Face Sheet, Continuation Face Sheet(s)(if applicable), the Statement of Work, and the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report, attached hereto and incorporated herein.					
This agreement is subject to applicable USDA NRCS statutory provisions and regulations. In accepting this agreement or amendment, the undersigned represents that he or she is duly authorized to act on behalf of the Partner organization and agrees to comply with agreement terms and conditions, including all attachments.					
Name and Title of Authorized Agency Representative			Signature		Date
Craig Derickson Nebraska State Conservationist					
Name and Title of Authorized Partner Representative			Signature		Date
John Winkler General Manager					

NONDISCRIMINATION STATEMENT - The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider, employer, and lender.

PRIVACY ACT STATEMENT - The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report

Agreement Number	<input type="text"/>	Partner Name	<input type="text" value="NRCS"/>
Period of report	<input type="text"/>	Date	<input type="text"/>

Service	Quantity	Provided by	
		NRCS	Partner
Space Provided	Square Footage		
	Blair FO: 750 sq ft Tekamah FO: 150 sq ft Walthill FO: 150 sq ft Dakota City FO: 300 sq ft	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vehicle Usage	Mileage		
	NACD Farm Bill Conservation Program Support Specialist: 5,000/yr 319 Papio-Watershed Coordinator Position: 15,000/yr	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Equipment usage	Details		
	Computers with monitors (8) Survey Equipment Topcon Dual GR-5 GPS Units (5) Survey Equipment Total Station (1)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Personnel	Hours provided and position title		
	Soil Conservation Technicians: Blair FO (1): 2,080 hrs/yr Tekamah FO (1): 2,080 hrs/yr Walthill FO (1): 2,080 hrs/yr Soil Conservationist: Blair FO (1): 2,080 hrs/yr Resource Conservationists: Blair FO (1): 2,080 hrs/yr Tekamah FO (1): 2,080 hrs/yr Dakota City FO (1): 2,080 hrs/yr District Conservationist: Blair FO (1): 2,080 hrs/yr	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report

Agreement
Number

Partner Name

Papio Missouri River NRD

Period of
report

Date

Service	Quantity	Provided by	
		NRCS	Partner
Space Provided	Square Footage		
	NRCS vehicle storage space, Walthill FO: 400 sq ft	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vehicle Usage	Mileage		
	Field Representative: Blair FO: 15,000/yr Field Representative: Blair FO: 15,000/yr Field Representative: Dakota City FO: 10,000/yr	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Equipment usage	Details		
	Survey equipment: Lath and hubs 10 bundles of each per year	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Personnel	Hours provided and position title		
	NRD/NRCS Field Office Program Assistants - Blair, 2080 hrs./yr. NRD/NRCS Field Office Program Assistants - Tekamah, 2080 hrs./yr. NRD/NRCS Field Office Program Assistants - Dakota City, 2080 hrs./yr. Field Representative: Blair, 2080 hrs./yr. Field Representative: Blair, 2080 hrs./yr. Field Representative: Dakota City, 2080 hrs./yr. NACD Farm Bill Conservation Support Assistant: Blair, 2080 hrs/yr 319 Papio Watershed Coordinator: Blair, 2080 hrs/yr Land and Water Programs Coordinator: Blair, 2080 hrs/yr	<input type="checkbox"/>	<input checked="" type="checkbox"/>