

Document Type:	Grants Notice
Funding Opportunity Number:	USDA-NRCS-IN-11-001
Opportunity Category:	Discretionary
Funding Instrument Type:	Cooperative Agreement
Category of Funding Activity:	Natural Resources
Expected Number of Awards:	1-4
Estimated Total Program Funding:	\$200,000
Award Ceiling:	\$200,000
Award Floor:	\$0
CFDA Number(s):	10,072
Cost Sharing or Matching Requirement:	

Eligible Applicants:

State governments
County governments
City or township governments
Special district governments
Native American tribal governments (Federally recognized)
Native American tribal organizations (other than Federally recognized tribal governments)
Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education
Nonprofits that do not have a 501(c)(3) status with the IRS, other than institutions of higher education
Individuals
For profit organizations other than small businesses
Small businesses

Additional Information on Eligibility:**Agency Name**

Indiana NRCS State Office

Description

Announcement for Funding Opportunity (AFO) for a Competitive Grant Agreement.

ANNOUNCEMENT FOR FUNDING OPPORTUNITY

The NRCS requests proposals for Wetlands Reserve Program (WRP) annual monitoring services from individuals and organizations that share a common interest in the conservation and restoration of wetland resources throughout Indiana. Services shall be provided throughout the State of Indiana. One (1) to four (4) grant agreements may be awarded as a result of this AFO. Awards will not be subdivided below the Area Level (See Attachment D). A single award may include multiple (1-4) Areas

SUBMISSION OF APPLICATION

A. Proposals must be received no later 5:00 pm EDT, five business days after the posting of this announcement. Proposals received after that time will not be considered. Proposals will not be accepted by facsimile machine submission. Applicants must submit one (1) original and four (4) copies of their proposal to USDA-NRCS, Attn: Alyson Keaton, 6013 Lakeside Blvd. Indianapolis, IN 46278.

B. Electronics Submission - In accordance with NRCS General Manual 401(E) - 401.40 Grants and Electronics Submission

1. In order to submit proposals electronically, applicants must be registered with the Central Contractor Registry (CCR). This database is used as a central location for maintaining organizational information for organizations seeking and receiving grants/agreements from Federal agencies. Please visit the: <http://www.grants.gov> Get Started section to register. Allow a minimum of 5 days to complete the CCR registration.

2. The Federal Government requires that all applicants for Federal Grants and Cooperative Agreements excluding individuals other than sole proprietors have a unique nine digit identification number provided by Dun & Bradstreet, Data Universal Number System (DUNS) number. The DUNS number will be used to identify related organizations receiving Federal funding under Grants/Cooperative Agreements; and to provide consistent name and address data for electronic submission through grant application systems. To request a DUNS number, please call 1-866-705-5711 (toll free), between 8 a.m. to 6 p.m. (M-F) local time of caller when calling within the United States or visit: RequestaDUNS.htm. The process to request a number takes about 5-10 minutes. A DUNS number will be assigned at the conclusion of the call. Please have the following information ready before requesting your DUNS number: Legal Name of Entity or Doing Business as (DBA), Employer/Vendor Identification Number (EIN/VIN), Address, and Telephone Number.

AGENCY CONTACT: Alyson Keaton, 6013 Lakeside Blvd. Indianapolis, IN 46278, Alyson.keaton@in.usda.gov,
Brienne Lowe, 6013 Lakeside Blvd. Indianapolis, IN 46278 brienne.lowe@in.usda.gov

PROPOSAL CONTENT:

A. The application package must include the completed Standard Form 424 and 424a.

B. The application shall include a capabilities statement that addresses the following as a minimum:

Note: The below information must be provided for the recipient, or all employees of the recipient that would be assigned the responsibility of this AFO.

1. A description of the specialized experience, technical competence, financial responsibility, and available organizational resources necessary to successfully perform ecologically sound wetland monitoring. Description of knowledge of wetland restoration techniques, including engineering skills, habitat design, and hydrology. Also describe knowledge of NRCS Wetlands Reserve Program and NRCS Field Office Technical Guide, including knowledge of Standards 644 Wetland Wildlife Habitat Management, 657 Wetland Restoration, 659 Wetland Enhancement, 645 Upland Wildlife Habitat Management, 643 Restoration and Management of Rare and Declining Habitats.

2. Proof of United States Army Corps of Engineers Regulatory IV Certification (Reg IV). If comparable certification has been completed, please provide adequate documentation of the certification to justify the substitution. Please include documentation of any additional certifications in addition to Reg IV certification. Any employee of the Recipient conducting the work in this agreement must provide proof of certification.

3. Calculated expenses on a per site basis. Please carefully review Attachment B, C, and D, the list of sites per county and Area Map. The price should include all expenses, including salary, travel, equipment, materials, supplies, etc.

4. Detailed explanation of experience conducting monitoring, ecological evaluation, wetland restoration, and conservation program compliance. Demonstrated knowledge of NRCS Field Office Technical Guide, including knowledge of Standards 644 Wetland Wildlife Habitat Management, 657 Wetland Restoration, 659 Wetland Enhancement, 645 Upland Wildlife Habitat Management, and 643 Restoration and Management of Rare and Declining Habitats. Provide specific examples of experiences evaluating wetland structural conditions, habitat management conditions, hydrology, threatened and endangered species habitat, and overall restoration success.

5. The application shall include an appendix. Material should be included only when necessary to support information provided in the narrative. Copies of documents, certifications, etc., are encouraged to demonstrate experience, knowledge, skills and abilities. Materials will not be returned.

SELECTION

Each proposal will be evaluated in accordance with the evaluation factors listed above, and in accordance with the National NRCS Easement Stewardship Land Monitoring and Condition Documentation Circular 21. Discussions may be held with each applicant to clarify aspects of the proposal prior to selection.

AUTHORITY

Section 3837 of the Food, Conservation and Energy Act of 2008 authorized the Secretary of Agriculture to provide technical assistance under this program to eligible producers.

TERMS AND CONDITIONS OF THE AWARD

NRCS has the option to cancel the solicitation or limit the number of awards made from this solicitation.

I. PURPOSE: The Wetlands Reserve Program is a voluntary wetlands conservation program that promotes the restoration, enhancement, and protection of wetland systems and associated uplands. Through WRP, landowners may receive financial and technical assistance to install or implement structural or vegetative wetland and associated upland restoration practices on eligible land. WRP was authorized by USC16 Section 3837; regulations at 7CFR Part 1467 and the Food, Conservation and Energy Act of 2008 which provides that the Secretary may request the services of non-Federal entities to assist in providing services necessary to develop, implement, and monitor conservation programs. There are presently in excess of 65,000 acres enrolled in WRP in Indiana. The agency is directing resources toward the monitoring of these easements across Indiana.

II. OBJECTIVES: The objective of WRP is to provide technical and financial assistance to landowners in planning, designing and implementing wetland and associated upland restoration that maximizes wildlife habitat in wetland systems, as well as provide water quality improvements, reduced soil erosion, reduced impacts of flooding and improve wildlife habitat for threatened and endangered species.

III. RESPONSIBILITIES OF THE PARTIES

A. The NRCS will:

1. Conduct an initial briefing at the Indiana NRCS State Office in Indianapolis, IN to review the terms of the agreements and review required documentation and procedures.

2. Designate an Area Liaison in each Area to coordinate activities and provide quality assurance.

3. Provide recipient with list of easement landowners and contact information, location maps, restoration maps and/or restoration plans, pertinent information regarding T&E species and other management objectives, compatible use agreements, known violations and other information as needed.

4. Will review a *minimum* of 5% of the reports that are submitted to the Area Liaison for accuracy, quality, and completeness.

B. The Recipient will:

1. Perform all services in accordance with applicable NRCS policy and criteria that can be found in the following:

i. National Easement Stewardship Land Monitoring and Condition Documentation Circular 21, (Attachment A)

ii. NRCS Field Office Technical Guide: <http://efotg.nrcs.usda.gov>

2. Sign an Acknowledgement of Section 1619 Compliance (Attachment F)

3. Contact all landowners prior to completing the onsite to notify landowner of presence, and to offer the landowner the opportunity to participate in the onsite. The Recipient will not enter the land without expressed permission by the landowner. The Recipient will immediately notify the Area Liaison if a landowner will not grant access permission, or if there is adversarial confrontation with the landowner.

4. Complete the monitoring form, electronically, print and sign, and provide a signed copy (or electronic scan) to the local field office and the original to the Area Liaison.

5. Attend trainings and meetings regarding monitoring provided by NRCS, maximum of two (2) per duration of agreement.

6. Immediately notify Brianne Lowe and Alyson Keaton, if the milestones of this agreement cannot be met.

C. It is Mutually Agreed:

1. The agreement is effective upon signature of the NRCS State Conservationist or designated official. This agreement may be amended at the request of either party. Any changes will be made with mutual consent through a bilaterally signed and dated amendment prior to changes in performance or additional expenses incurred. NRCS will not fund any changes not properly approved in advance. The signed amendment becomes part of the agreement and supersedes that part of the original agreement. The amendment request shall include a cover letter requesting/justifying the request for change and a revised SF 424 Application for Federal Assistance and SF424(a)Budget. The following changes require a formal amendment to an approved NRCS agreement:

i. Need for additional funding

ii. Need to revise the objectives, deliverables, schedule, or key personnel of the agreement

iii. Need to extend the period of performance; and

iv. Need to de-obligate funds prior to the end of the performance period.

2. NRCS and the Recipient may mutually terminate this agreement upon 30 days notice in writing to the other parties. NRCS may terminate the agreement in its entirety should the Recipients request to terminate a portion of the project or objectives will compromise the agreements original purpose.

3. This agreement may be temporarily suspended by NRCS if determined that corrective action by the Recipient is needed to fulfill the terms of the agreement. When the Recipient is delinquent in submitting deliverables or

required reporting, NRCS will issue a suspension notice and set a final date by which the outstanding items must be received before one or more administrative action is required by NRCS:

- i. Make no further payments until all deliverables and reports are provided to the Area liaison
- ii. Make no new agreement with the Recipient or amend a monetary increase or time extension to the existing agreement
- iii. Request the USDA Inspector General to make a special audit of the Recipient.

4. NRCS may suspend the agreement until progress is brought into compliance with the agreed upon objectives and schedule. Payments withheld during the period of delinquency, if otherwise payable, shall be released when payments are resumed. If the items or an acceptable explanation is not received by the date identified in the suspension notice, the suspension shall be converted into a termination.

5. NRCS may terminate this agreement in whole or in part if NRCS determines the Recipient has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Recipient in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accordance with the legal rights and liabilities of NRCS and the Recipient. Upon Recipient notification of the date of termination, the Recipient shall not incur any new obligations and shall cancel as many outstanding obligations as possible. NRCS will credit the Recipient any non-cancelable obligations properly incurred by the Recipient prior to the date of termination.

6. Each party to the agreement assumes responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by State or Federal law.

7. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the Recipient or other entity with whom NRCS is entering into this agreement or any member thereof. NRCS employees shall not assist the Recipient or any employee of the Recipient's organization with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor should any negotiations with the Recipient, or a member/employee of the Recipient arises regarding future employment. The NRCS employee shall refrain from participation in any agreement effort until such time that NRCS, the employee, and possibly the Recipient, have satisfactorily resolved the issue.

8. The Recipient's staff and employees will be required to sign ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE AGREEMENT (see Attachment F) with NRCS and follow the terms of the agreement. Violation of the terms of Acknowledgement of Section 1619 Compliance Agreement could lead to the termination of the Monitoring Agreement, and possible civil and criminal penalties.

9. The Recipient shall retain all records associated with this agreement for a period of three years following the agreement expiration or final payment, whichever is later, and shall make such records available to NRCS administrative and financial staff, the Comptroller General of the United States, or any authorized representative, for the purpose of making audits, examinations, excerpts, and transcripts as authorized by 7 CFR 3052 Audits of States and Local Governments and Non-Profit Organizations. Records shall be considered all correspondence, receipts, work papers, or documents related to this agreement.

10. The Recipient assures NRCS 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. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities; and (d) all requirements imposed by the Regulations of the Department of Agriculture (7 CFR 15), Department of Justice (28 CFR Parts 42 and 50) to the effect that no person in the

United States shall, on the grounds of age, sex, disability, color, race, or national origin, be excluded from participation in or in denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient has received Federal financial assistance. The Recipient has provided signed assurances, incorporated by reference, that it is in compliance or will take immediate steps to comply with these requirements.

11. It is the intent of NRCS to fulfill its obligation under this agreement. However, commitments cannot be made beyond the period for which funds have been appropriated by Congress. In the event funds needed by NRCS to fulfill its obligation resulting from this agreement are not appropriated, this agreement will automatically terminate. Reimbursement to the Recipient will be for work completed and eligible for reimbursement prior to the effective date of agreement termination.

IV. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES:

Recipients will provide assistance necessary to complete WRP monitoring and compliance reviews for the State of Indiana per the procedures outlined in the National Easement Stewardship Land Monitoring and Condition Documentation Circular²¹. Performance only includes completed WRP easements (WRP easements with completed restoration). Performance will include contacting landowner, conducting the site review, filling out the monitoring form, taking photographs, documenting violations, and providing the monitoring form, photos, and support documentation in electronic copy to the local Field Office and Area Liaison, and original paper copy of the monitoring to the Area Liaison. Applicants will perform work in close coordination with Indiana NRCS representatives, including the local District Conservationists. Landowners must be given an opportunity to participate in the review. All digital data will be provided to NRCS in addition to paper products. Completed monitoring documentation must be delivered to the NRCS representative by the attached deadlines.

V. PERIOD OF PERFORMANCE: The period of performance is October 1, 2011- August 31, 2012.

VI. RESOURCES REQUIRED

A. Recipient:

1. Specialized experience and technical competence to perform wetland monitoring, delineation, ecological review, structural evaluation. This includes Army Corps of Engineers Regulatory IV Certification.
2. The adequacy of organizational, personnel, and financial resources and experience to successfully perform the listed monitoring activities.
3. Illustration of understanding the intent of the WRP program. The applicants recognition of the value and need of the project and the understanding of the intent of WRP.
4. Ability to demonstrate successful past history and credibility in working on wetland restoration in the State of Indiana or similar ecosystems.
5. Ability to demonstrate knowledge and past experience working with threatened and endangered species, conservation program compliance, violations, and compatible uses.
5. Ability to work with private landowners, including conducting the site visit in the company of the landowner.

B. NRCS:

1. Provide Recipient with information and materials needed to effectively complete the monitoring task, including landowner information, maps, restoration plans, planting lists, violations, compatible uses, engineering designs, etc.
2. Area Liaison will be responsible for collecting all monitoring documents and delivering to the State Program manager for the official easement file.

VII. MILESTONES : { \$ \$! úú†Ō'Ψ\$Ωú 9 ŪŪ {μ\$ŌŪŪŌ 5\$†\$ΠΩ\$σ ŪŪ 5\$ΠΦ\$σ†Ō'Ψ\$σ

Attachments List

- A. National NRCS Easement Stewardship Land Monitoring and Condition Documentation Circular 21
- B. Total Completed WRP Easements by Administrative Area
- C. Total Completed WRP Easements by County
- D. Indiana Administrative Area Map
- E. Milestones and Deadlines for Deliverables
- F. Acknowledgement of Section 1619 Compliance

United States Department of Agriculture



Natural Resources Conservation Service
P.O. Box 2890
Washington, D.C. 20013

CONSERVATION PROGRAMS MANUAL (CPM)
440 - PGM
Circular No. 21

June 21, 2011

SUBJECT: PGM - Easement Stewardship Lands Monitoring and Condition Documentation

Purpose. To provide updated policy to State Conservationists on easement and 30-Year Contract monitoring methods, documentation, and schedule and to provide guidance on documenting the Condition of all Stewardship Land properties in the National Easement Staging Tool (NEST).

Effective Date. This amendment is effective upon receipt.

Background. Since 1992, the Natural Resources Conservation Service (NRCS) has protected and restored over 3 million acres of wetlands, grasslands, forests, and farmlands on more than 12,000 properties through the various easement programs it administers. As a result, NRCS has a long-term responsibility to ensure the different easement program objectives are achieved and statutory requirements are met on these lands. Program-specific monitoring policy for these lands is in place to guide NRCS in meeting these responsibilities and to maintain working relationships with landowners. In addition, the Statement of Federal Financial Accounting Standards 29 (SFFAS 29) considers easements held by the United States as Stewardship Lands which must be accounted for as part of the agency's annual financial accountability reporting. The SFFAS 29 requires that the "Condition" of all Stewardship Lands be reported regularly. Therefore, monitoring procedures and policy have been revised to incorporate this additional responsibility on Stewardship Lands and to help address the significant and increasing monitoring workload on all easements and 30-Year Contracts. Additionally, NEST functionality has been added to aid States in tracking monitoring results and applicable Compatible Use Authorizations, as well as provide a report on the Condition of Stewardship Lands. The following are listings of Stewardship Lands and Non-Stewardship Lands by program enrollment types:

NRCS Stewardship Lands

PROGRAM	ENROLLMENT TYPE
Wetlands Reserve Program (WRP)	All easements
Emergency Wetlands Reserve Program (EWRP)	All easements
Emergency Watershed Protection Program – Floodplain Easements (EWPP-FPE)	All easements
Healthy Forests Reserve Program (HFRP)	All easements
Grassland Reserve Program (GRP)	All easements held by the United States
Farm and Ranch Lands Protection Program (FRPP)	All easements enrolled in fiscal years 2006-2008 (U.S. is a Grantee)

NRCS Non-Stewardship Lands

PROGRAM	ENROLLMENT TYPE
Wetlands Reserve Program (WRP)	30-Year Contracts with Tribes* 10 Year Restoration Cost-Share Agreements
Healthy Forests Reserve Program (HFRP)	30-Year Contracts* 10 Year Restoration Cost-Share Agreements
Grassland Reserve Program (GRP)	All easements held by Cooperating Entities; All rental Agreements
Farm and Ranch Lands Protection Program (FRPP)	All easements enrolled in fiscal years other than 2006-2008 (U.S. is NOT a grantee)

*30-Year Contracts are treated the same as Stewardship Lands for monitoring purposes.

Since NRCS began administering easement programs, monitoring has been required. Monitoring policy is in place to ensure that the integrity of the easement is being maintained, that the goals and objectives for which the easement was purchased are being met, to identify actions needed, and to maintain a relationship with the landowner.

Currently, each individual program's policies require offsite (review of aerial photography) or onsite monitoring annually. The historical monitoring schedule requires onsite monitoring every 1 in 3 years, with offsite monitoring allowed the remaining 2 of 3 years. The monitoring schedule has been modified through this Circular and will follow the attached "Stewardship Lands Monitoring Schedule" and supersedes the monitoring section of each program manual. All program manuals will be updated to reflect these changes in the future.

The findings and results from monitoring reviews will be documented utilizing the new attached "Annual Monitoring Worksheet." This worksheet standardizes and replaces the current individual program monitoring questionnaires. State Conservationists have the authority to expand the questions to include State-specific resource concerns.

The ability to consistently document, store, and track monitoring information electronically benefits both NRCS and the landowners; however, this capability has been limited. To address this need, functionality has been added to NEST and it will serve as the electronic database for monitoring and Compatible Use Authorization (CUA) information. For the purposes of monitoring and CUA information, this policy includes all Stewardship Lands as well as 30-Year Contracts for all programs.

All FRPP and GRP easements held by an entity pursuant to a cooperative agreement require monitoring as part of the agreement and are required to report compliance with the terms and conditions of the easement deed. For these easements on both Stewardship and non-Stewardship Lands, NRCS is only required to conduct onsite monitoring 1 in 5 years with the associated data entry in NEST. For the 4 in 5 years that NRCS does not conduct onsite monitoring, NRCS will review monitoring documents submitted by the cooperating entity for compliance and enter that review information in NEST. Any non-compliance issues will be noted at that time in NEST with appropriate action items. Entities monitoring schedule may follow this updated monitoring schedule. At a minimum, cooperating entities' annual review information should address the relevant questions on the NRCS Annual Monitoring Worksheet.

For all FRPP and GRP easements held by NRCS, follow the guidance associated with this Circular. Those easements require onsite reviews 1 in 5 years in addition to a summary review, ownership review and offsite monitoring similar to all other easement programs.

For the purposes of financial reporting, 30-Year Contracts are not considered Stewardship Lands and will not be reported for auditing purposes. However, due to the length of the contract and the significance to NRCS in regards to ensuring that maximum conservation value is being provided, monitoring and the associated NEST information is required.

The monitoring schedule, annual monitoring worksheet, and reporting requirements contained in this Circular, along with the automated determination of Condition, will aid States in prioritizing easements that need action. Additionally, these materials will help identify easements that are at risk for non-compliance, assist in workload planning and staffing needs, track the overall quality and status of easements, as well as ensure program objectives are achieved and financial reporting obligations are met.

Policy. This Circular provides updated procedures and policy for monitoring and subsequent documentation for Stewardship Lands and 30-Year Contracts for all programs. For WRP 10-Year agreements, GRP 10, 15, and 20-Year Contracts, and HFRP 10-Year agreements, follow the current manual policies utilizing CPA-13/LTP-13 Contract/Status Review forms. Information collected using the CPA-13/LTP-13 Contract/Status Review forms is not required to be entered into NEST at this time. States will conduct monitoring, through onsite monitoring, offsite monitoring, or landowner contacts according to the revised Stewardship Lands Monitoring Schedule and using the Annual Monitoring Worksheet. This also includes a review of any current Compatible Use Authorizations.

Questions from the Annual Monitoring Worksheet have been incorporated into NEST so that they can be answered on the hard copy form and efficiently entered into NEST. The paper documentation of the completed Annual Monitoring Worksheet, either field generated or computer generated, must be placed in the official administrative six-part case file maintained in the State office. An announcement will be made when the monitoring and CUA functionality of NEST is available, and training will be provided.

Condition Determination

Based on the responses to the Annual Monitoring Worksheet questions, the Condition of these lands will be classified into one of the following three categories:

Condition - No Action Needed

Symbol – Green

Description: All easement terms and conditions are being met. Plan of operations or management plans are implemented and being followed. Special resource concerns such as threatened/endangered species or cultural resources are being addressed. All necessary documents such as CUAs are current, and the landowner is compliant with the terms and conditions of those documents. No encroachments or other violations are occurring.

Condition - Work Action Needed

Symbol - Yellow

Description: There are unauthorized uses not specified in the deed that can be addressed through an administrative action such as development of a CUA (e.g., trail, grazing, food plots, etc.), a contract or plan modification, or informal landowner notification of the need for action. Examples may include temporary vegetation disturbances, improper equipment placement, or water management issues.

Condition - Violation - Action Required

Symbol - Red

Description: There is a violation on the easement that cannot be rectified with a CUA, contract modification, or informal landowner contact. The violation has been confirmed onsite. Immediate action is required. Legal action through the USDA Office of the General Counsel may be necessary. Documentation of the violation as well as the formal process of violation rectification should begin, if not already started. *Note: If offsite monitoring detects a potential violation, the Condition will remain Yellow until a violation is confirmed onsite.*

As responses from the Annual Monitoring Worksheet are entered into NEST, the condition of the easement will be automatically generated based on those responses. The overall Condition of the easement will be based on the most serious response to the monitoring questions. For example, if an easement is in need of a CUA, a Yellow Condition determination will be generated with specific action items and reminders for follow-up. If an encroachment issue such as a permanent structure is discovered, a Red Condition determination will be generated. Only a Yellow or Green Condition determination can be generated through offsite monitoring. Red Condition determinations must be documented and confirmed through an onsite visit. The Conditions generated by NEST will be used as the basis for meeting SSFAS 29 reporting requirements for Stewardship Lands; however, the Condition information should also be used by States to prioritize follow up and help track and enhance overall program delivery.

Methods of Monitoring

The following monitoring methods apply to all Stewardship Lands and 30-Year Contracts:

Ownership Review – An ownership review involves making landowner contact to verify ownership. No onsite visit is required. This method of monitoring is only applicable in the year immediately following onsite monitoring that did not require any administrative follow-up (such as development of a CUA), corrective actions, or have violations. Complete question 1 on the Annual Monitoring Worksheet.

Offsite – Offsite monitoring is a review of the most recent aerial photography available (NAIP, high resolution, or other). In the years when offsite monitoring is conducted, a landowner contact to verify ownership and answering the basic review question: “Are the terms and conditions of the easement deed being met, i.e., no encroachment, dumping, cropping, etc.?” is required. Complete questions 1, 3 and 4 on the Annual Monitoring Worksheet.

Summary Review – This method is only applicable after the Stewardship Land or 30-Year Contract has been attained but before any restoration has been completed. A summary review includes a cursory onsite visit, landowner contact to verify ownership, and answering the basic review question: “Are the terms and conditions of the easement deed being met, i.e., no encroachment, dumping, cropping, etc.?” Complete questions 1, 2, 3 and 4 on the Annual Monitoring Worksheet.

Onsite - Onsite monitoring is the most thorough monitoring method involving a landowner contact to verify ownership, use of the most current available aerial photography, and completing an appropriate biological assessment. NRCS will notify the landowners prior to each field inspection of the enrollment area and provide an opportunity to participate. Complete all questions on the Annual Monitoring Worksheet.

States may use various methods to contact landowners to confirm ownership. Methods may include phone contact, letters, post cards, etc. Passive methods may be used such as a postcard that only needs to be returned if land ownership has changed or assistance is requested. Documentation of this contact is not required in each individual case file; however, documentation of a mass mailing is required to be maintained in a central location for a minimum of five years.

Monitoring Schedule Timing

The schedule for monitoring Stewardship Lands and 30-Year Contracts has changed per the attached Stewardship Lands Monitoring Schedule. The previous policy for a 1 in 3-year onsite monitoring, or more frequent depending on the program, is now 1 in 5 years under certain conditions. For easements and 30-Year Contracts requiring restoration that have not yet been implemented, monitoring using the annual summary review method will occur until the restoration has been successfully completed. The summary review may be conducted in conjunction with a contract status review if a construction contract is active.

In general, the 5-year cycle illustrated on the Stewardship Lands Monitoring Schedule begins with an onsite monitoring. The year immediately following an onsite monitoring, a summary review is the only requirement for that year. Offsite monitoring is unnecessary in the year immediately following onsite monitoring because the most current available imagery is generally from the previous year, which would reflect the same conditions observed during the onsite monitoring. If the onsite monitoring or ownership review does not result in a finding or circumstance that require more frequent monitoring (Yellow or Red Condition), then offsite monitoring may be used for the next 3 years.

If restoration is a component of the easement, onsite monitoring is required for three years subsequent to restoration. If the restoration occurs early in the growing season, that year may be counted as year one. These onsite monitoring visits during the developmental period are some of the most critical monitoring events that will ensure that the restoration practices have become established as planned.

Onsite monitoring is required 1 in 5 years at a minimum. More frequent onsite monitoring may be necessary, which may consist of either a shorter interval between onsite visits or multiple years of onsite monitoring, depending on the circumstances. Additionally, if a monitoring review via any

method results in a finding requiring follow up, onsite monitoring may be required. More frequent onsite monitoring is required in circumstances including, but not limited to the following:

- A Compatible Use Authorization requiring close monitoring such as grazing or a food plot.
- Post-violation remediation (2 consecutive years of onsite monitoring).
- A highly managed site requiring close supervision.
- A significant event, such as a severe storm, that would require an inspection.
- An ownership change (2 consecutive years of onsite monitoring).
- A change in baseline condition (FRPP).
- Sheet erosion, erosion from concentrated flow, and runoff from a heavy use area.
- Detection of potential violation via an offsite monitoring or other method.

While Condition assessments are currently not documented in NEST, those easements which are in compliance with this amended policy may fit into the current timing interval by entering monitoring information for the last documented onsite monitoring and start the monitoring cycle as appropriate. For example, if a post-restoration easement had onsite monitoring two years ago, the landowner has been verified, the terms and conditions of the easement are being met, and there are no CUAs that need to be addressed, then offsite monitoring, at a minimum, is allowed for the current year and the next two years until the next onsite monitoring occurs.

Our most successful easements occur when NRCS has an active and engaged relationship with the landowner. There is no substitute for frequent and direct interaction with the landowner to ensure the easement is functioning at its full potential, answer questions as they arise, address issues in a timely manner, and reinforce the provisions of the easement. Communication with the landowner is also key to minimizing violations, so offices are encouraged to continue to prioritize this aspect of the monitoring protocol. In addition, monitoring easements at regular intervals provides NRCS the opportunity to ensure that every acre enrolled is allowed to achieve maximum conservation value.

Compatible Use Authorizations

For Stewardship Lands and 30-Year Contracts that require a Compatible Use Authorization (CUA), all current CUAs must be entered into NEST in accordance with the 'NEST Data Entry Milestones' in this Circular. CUAs are a critical component of easement management and may have an effect on the Stewardship Lands Condition. Entering CUAs into NEST will aid in tracking existing CUAs and result in a more accurate determination of Condition. Additionally, a current record of authorized uses on the property will save States time from having to resolve potential violations detected through offsite monitoring that are the result of a disturbance that has been authorized through a CUA. For example, if a CUA for an authorized structure has been entered into NEST, it will prevent that structure from being identified as a potential violation during offsite monitoring.

NEST Data Entry Milestones

In order to ensure that monitoring and Condition documentation are completed on all Stewardship Lands and 30-Year Contracts, States are encouraged to use the following milestone dates for completing data entry into NEST:

December 31, 2011 – One-quarter (1/4) of all Stewardship Lands and 30-Year Contracts have FY 2012 monitoring and CUA data entered in NEST.

March 31, 2012 – One-half (1/2) of all Stewardship Lands and 30-Year Contracts have FY 2012 monitoring and CUA data entered in NEST.

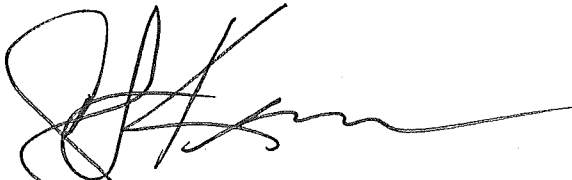
June 30, 2012 – Three-quarters (3/4) of all Stewardship Lands and 30-Year Contracts have FY 2012 monitoring and CUA data entered in NEST.

August 31, 2012 – State Conservationists will ensure that all Stewardship Lands and 30-Year Contracts have completed FY 2012 monitoring and CUA information entered in NEST.

Oversight and Evaluation (O&E) reviews have been instituted to ensure that Stewardship Lands monitoring is occurring as required by policy. States must remain diligent in ensuring that annual monitoring is conducted and information entered into NEST. Periodic reviews will be conducted by the Regional Conservationists and Easement Programs Division to monitor data entry progress.

As additional NEST user licenses are required or a different NEST contact is needed for the monitoring component, please utilize the NEST User Access Request document available from Abby Letzter at (202) 720-0357 or email Abigail.Letzter@wdc.usda.gov. Training will be conducted immediately following the release of this Circular.

Contact. Questions regarding this Circular should be directed to John Glover, Land Stewardship Leader, Easement Programs Division, at (202) 720-0907 or email john.glover@wdc.usda.gov.

A handwritten signature in black ink, appearing to read 'Anthony J. Kramer', with a long horizontal flourish extending to the right.

ANTHONY J. KRAMER
Deputy Chief for Programs

Attachments

ANNUAL MONITORING WORKSHEET

County/Parish

Select the Appropriate Program: ☐ WRP ☐ EWPP ☐ GRP ☐ HFRP ☐ FRPP

Landowner(s)

Phone

Monitoring Date

Agreement Number

Monitor(s)

Affiliation if other than NRCS

Landowner Contact (attempted) Date

The purpose of monitoring is to ensure compliance with program policy, the terms of easement deeds, evaluate restoration progress, determine restoration repairs or enhancements needed to ensure maximum environmental benefits, and to maintain contact with landowners or partners. Staff with applicable expertise should collect the monitoring information. Partners with the appropriate technical expertise may be authorized to conduct monitoring reviews. The landowner or decision maker should be offered the opportunity to participate in monitoring reviews.

Photographs from designated points are recommended when conducting onsite monitoring.

Methods of Monitoring

☐ Ownership Review	Landowner contact and answer question 1 of this worksheet. <i>Only applicable in the year immediately following onsite monitoring that did not require corrective actions or had no violations.</i>
☐ Offsite	A review of the most recent aerial photography and answer questions 1, 3 and 4 of this worksheet.
☐ Summary Review	At a minimum; a cursory onsite visit, a landowner contact and answer questions 1, 2, 3 and 4 of this worksheet. <i>Only applicable during the pre-restoration phase.</i>
☐ Onsite	At a minimum; landowner contact, a review of available aerial photography, an appropriate biological assessment and answer all questions of this worksheet.

ANNUAL MONITORING WORKSHEET

Landowner Information

- 1) A. Was current land ownership verified? (ownership must be verified) ☐ YES ☐ NO
 Date of verification _____ Verified by _____
- B. If there is a new landowner, were they notified of the easement and have records been updated? (If yes, onsite monitoring is required for the next 2 years) ☐ YES ☐ NO
 New landowner name(s) (if applicable) _____

C. Landowner requested follow up _____

- 2) Was the landowner or decision maker present during the review? ☐ YES ☐ NO

Monitoring Questions

- 3) A. Are the terms and conditions of the easement deed being met?
 (e.g. no encroachment, dumping, unauthorized uses, etc.) ☐ YES ☐ NO

Select observed unauthorized uses (if applicable)

☐ Biomass production (not management related)	☐ Aquaculture	☐ Commercial Seed Production	☐ Dumping
☐ Cropping	☐ Impervious Surfaces (GRP and FRPP)	☐ Hydrology alteration	☐ Energy Production
☐ Infrastructure Projects (phone gas etc.)	☐ Illegal activities	☐ Mining (includes peat/gravel)	☐ Grazing
☐ Road	☐ Structures	☐ Other	

List the "other" items (if applicable)

B. Can unauthorized uses be resolved with a CUA? (If yes, see question 5B.) ☐ YES ☐ NO

- 4) Is there evidence or knowledge of a spill or release of hazardous substances, such as petroleum products, or other potential environmental hazards on the property since the last monitoring event? (excluding the year an ownership review was performed)

☐ YES ☐ NO

If yes, describe and indicate the location(s) on a property/site map. Consult with all appropriate administrative, technical and legal staff to take required action(s).

List required action items (if applicable)

ANNUAL MONITORING WORKSHEET

- 5) A. Are Compatible Use Authorizations being followed? ☐ YES ☐ NO ☐ N/A

Select existing Compatible Use Authorizations (if applicable)

☐ Maintenance of Private Drainage	☐ Carbon Sequestration Activities	☐ Haying/Mowing	☐ Trails
☐ Management/Maintenance Activities	☐ Food Plots	☐ Timber Harvest	☐ Grazing
☐ Installation/Maintenance of Acceptable Structures	☐ Pest Management	☐ Other	

List the "other" items (if applicable)

- B. Select existing activities that need Compatible Use Authorizations (if applicable)

☐ Maintenance of Private Drainage	☐ Carbon Sequestration Activities	☐ Haying/Mowing	☐ Trails
☐ Management/Maintenance Activities	☐ Food Plots	☐ Timber Harvest	☐ Grazing
☐ Installation/Maintenance of Acceptable Structures	☐ Pest Management	☐ Other	

List the "other" items (if applicable)

- 6) A. Is the land accessible by the legally defined route? ☐ YES ☐ NO

B. If the land is not accessible, what steps need to be taken to gain access?

☐ Access repair (erosion/culvert)	☐ Brush control/mowing	☐ Obstruction Removal	☐ Fence Removal
☐ Other			

List the "other" items (if applicable)

ANNUAL MONITORING WORKSHEET

- 7) Is the boundary clearly marked and identifiable? ☐ YES ☐ NO

(If no, what actions are needed?)

☐ Many Posts Missing - Resurvey Required	☐ One to Several Posts Missing (NRCS re- post / landowner cost)	☐ One to Several Posts Missing (NRCS re-post / NRCS cost)	☐ Other
--	--	--	--------------------------------

list the "other" items (if applicable)

- 8) Are installed practices being properly operated and maintained (e.g. in accordance with job sheets/O&M plans)? ☐ YES ☐ NO ☐ N/A

If no, list action item

- 9) Have restoration or enhancement requirements been met? ☐ YES ☐ NO ☐ N/A

If no, list action items

- 10) Are the objectives of the management plan being met (e.g. grazing plans, WRPO, conservation plans, etc.)? ☐ YES ☐ NO ☐ N/A

If no, list action items

- 11) A. Are threatened or endangered species present or proximal to this land? ☐ YES ☐ NO

B. If the answer is YES, are the applicable habitat needs being met? ☐ YES ☐ NO

If no, list action items

C. Have the appropriate consultations occurred? (e.g. FWS, State Specialist, etc)

☐ YES ☐ NO

If no, list action items

ANNUAL MONITORING WORKSHEET

- 12) Is planned hydrology present? ☐ YES ☐ NO ☐ N/A

If the answer is no, list action items

- 13) Is planned vegetation present? ☐ YES ☐ NO ☐ N/A

If the answer is no, list action items

- 14) Are there noxious plant or pest species issues? (deed, State or local requirements)

☐ YES ☐ NO ☐ N/A

If the answer is yes, list action items

- 15) Are deed requirements being met for cultural resource protection? ☐ YES ☐ NO ☐ N/A

If the answer is no, list action items

- 16) Are required regional and local water rights and land use issues being addressed?

☐ YES ☐ NO ☐ N/A

If the answer is no, list action items

ANNUAL MONITORING WORKSHEET

- 17) Are there areas of concern or of future violation potential? ☐ YES ☐ NO

If yes, identify actions that may be needed to prevent this

- 18) Are there follow-up needs or plans to improve the site? ☐ YES ☐ NO ☐ N/A

If the answer is yes, list action items

- 19) Are there landowner/partner suggestions or comments? ☐ YES ☐ NO

If the answer is yes, list suggestions or comments

Additional Notes and Observations

Stewardship Lands Monitoring Schedule

Program	Year of Acquisition (Easement Closed)		Pre-rest.		Post Rest.		5 Year Cycle					Yr 10 +
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	
WRP/EWPP-FPE/EWRP	Automatic Baseline	Summary Review	Onsite	Onsite	Onsite	Ownership Review	Offsite	Offsite	Offsite	Onsite	Ownership Review	Repeat 5 Year Cycle

GRP/HFRP* /FRPP	Acquisition		5 Year Cycle									Repeat 5 Year Cycle
	Year 1	Year 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9 +			
Automatic Baseline	Onsite		Ownership Review	Offsite	Offsite	Offsite	Onsite	Ownership Review				

Review the current prior-year photography

Automatic Baseline = Based on recorded deed

Summary Review = Site visit, landowner contact and answer to questions number 1,2,3 & 4 on the Annual Monitoring Worksheet

Onsite = Site visit, landowner contact, review of the most current aerial photography and answer all of the questions on the Annual Monitoring Worksheet

Ownership Review = Landowner contact and answer question 1 on the Annual Monitoring Worksheet

Offsite monitoring required = Review of most current aerial photography, landowner contact and answer to questions number 1, 3 & 4 on the Annual Monitoring Worksheet

Landowner Contact (attempted) is required in all years

NOTES:

Restoration = the majority of the earthwork and/or planting has been completed

If restoration occurs early in the growing season, that year may count as Year 1 onsite monitoring

Remote imagery is acquired for all years for all stewardship lands.

*If restoration is required for HFRP, follow the WRP schedule

Site visits are required in the event of:

- 1) a compatible use authorization requiring close monitoring such as grazing or a food plot
- 2) post-violation remediation (2 consecutive years of onsite monitoring)
- 3) a highly managed site requiring close supervision
- 4) a significant event, such as a severe storm, that would require an inspection
- 5) an ownership change (2 consecutive years of onsite monitoring)
- 6) a change in baseline condition (FRPP)
- 7) sheet erosion; erosion from concentrated flow; runoff from heavy use areas
- 8) detection of a potential violation via offsite monitoring or other method

Attachment B. Total Completed WRP Easements by Administrative Area

**Total Completed WRP
Easements by
Administrative Area**

<u>Area</u>	<u>Count</u>
NE	98
NW	90
SE	80
SW	174

Attachment C. Total Completed WRP Easements and Acres by County

Northeast			Northwest			Southeast			Southwest		
County	No.	Acres	County	No.	Acres	County	No.	Acres	County	No.	Acres
Adams	6	391	Fountain	3	265	Jackson	44	3313	Davies	4	1365
Allen	10	1051	Jasper	8	980	Jennings	14	440	Dubois	1	34
Dekalb	1	25	LaPorte	28	1498	Lawrence	2	296	Gibson	31	2091
Elkhart	2	34	Montgomery	1	77	Ripley	1	42	Greene	4	7225
Fulton	1	66	Newton	11	4410	Scott	19	1016	Knox	23	2030
Jay	6	578	Porter	8	626				Martin	1	56
Kosciusko	26	1634	Pulaski	1	38				Monroe	2	100
LaGrange	3	87	Starke	25	1230				Parke	5	355
Madison	2	90	Tippecanoe	3	400				Pike	12	1187
Marshall	4	473	Warren	2	193				Posey	11	1445
Noble	3	221							Spencer	4	552
St. Joseph	7	1357							Sullivan	15	2215
Steuben	14	389							Vermillion	13	2074
Wabash	1	41							Vigo	34	2990
Whitley	12	450							Warrick	3	98
									Washington	11	678

NRCS Administrative Areas

Assistant State Conservationists for Field Operations



Attachment E: Milestones and Deadlines for Deliverables- Please note these dates differ from those in Circular 21. The deadlines below are specific to this AFO. All paper and digital documents must be provided to the Area Liaison by the listed deadline. Below is the maximum number of sites to be reviewed. The total number of sites may be reduced at NRCS discretion or due to unforeseen circumstances.

		Number of Completed Reports Due to Area Liaison By Listed Deadline			
<i>Area</i>	<i>Total</i>	<i>Dec. 1, 2011</i>	<i>Mar. 1, 2012</i>	<i>Jun. 1, 2012</i>	<i>Aug. 1, 2012</i>
NE	98	26	30	29	13
NW	90	24	27	27	12
SE	80	22	24	24	10
SW	174	47	52	52	23

ACKNOWLEDGEMENT OF SECTION 1619 COMPLIANCE

Purpose and Background

The purpose of this Acknowledgment of Section 1619 compliance (hereinafter “Acknowledgment”) is to require acknowledgment by *[replace with the name of the individual/organization]* 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. *[replace with the name of the individual or organization]* assists NRCS in the delivery of conservation-related services (for example, services that sustain agricultural productivity, improve environmental quality, reduce soil erosion, enhance water supplies, improve water quality, increase wildlife habitat, and reduce damages caused by floods and other natural disasters) or with monitoring, assessing, or evaluating of conservation benefits from USDA conservation programs under a Cooperative Agreement for the monitoring of Wetlands Reserve Program (WRP) easements. 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, *[replace with the name of the individual or organization]* is authorized access to otherwise-protected agricultural information. Such protected information must be strictly limited to only that information necessary for *[replace with the name of the individual or organization]* to perform monitoring, of WRP easements. Disclosure to *[replace with the name of the individual or organization]* can include receiving the protected information either 1) directly from NRCS; 2) directly from the producer or owner as part of the process required to enable a producer or owner to participate in a USDA program; or 3) in another manner with the producer’s permission.

Section 1619 of the 2008 Farm Bill

Section 1619 of the Food, Conservation, and Energy Act of 2008 (Exhibit 1) (hereinafter “section 1619” provides that USDA, or any “contractor or cooperator” of USDA, “shall not disclose—(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in the programs of the Department; or (B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.” USDA may disclose protected information to a USDA cooperator when such cooperator is “providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices” if USDA determines that the protected information will not be subsequently disclosed, except in accordance with the exceptions contained in Section 1619. *[Replace with the name of the individual or organization]* is a “contractor or cooperator” of USDA within the meaning of Section 1619. Accordingly, *[replace with the name of the individual or organization]* may not

subsequently disclose any information protected by section 1619. By signature on this Acknowledgment, [replace with the name of the individual or organization] is certifying future compliance with the statutory obligations under Section 1619. Upon execution of this Acknowledgment, NRCS may continue to provide to [replace with the name of the individual or organization] the protected information provided under the *cooperative agreement for monitoring WRP easements*.

Responsibilities

[Replace with the name of the individual or organization] (hereinafter the “Conservation Cooperator”) certifies that:

- Signature on this Acknowledgment indicates acknowledgment and understanding that the Conservation Cooperator is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Conservation Cooperator will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this 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 performing monitoring of WRP easements. Use of the protected information to perform work that is not directly connected to 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 perform monitoring of WRP easements
- 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.
- *[If the cooperator is a State governmental employee, contractor, or representative or a State agency - remove this bullet if not applicable]* The State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.
- *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. Remove this text from the final Acknowledgment.*

Protected Information

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

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

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

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

Violations

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

Effective Period

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

Signature of the NRCS Conservation Cooperator and the Date Signed

[*Signature Block for the NRCS Conservation Cooperator]

Executed this _____ day of _____, 20__

** When signature is made on behalf of an organization, this must be an official within the organization with the authority to legally bind the entire organization to comply with the provisions in Section 1619. Remove this text from the final Acknowledgment.*