

AGENDA
Board of Directors Regular Meeting
Tulsa County Conservation District
6660 S. Sheridan Rd. Suite 120
Tulsa, OK 74133
February 20, 2020 - 4:00 PM

1. Meeting called to order
2. Roll Call
3. Discussion of Items Missed at 2019 Area Meeting in November with Erin Ely, OCC Administrative Programs Officer
4. Consider, Discuss, and Take possible action on the following agenda items:
 - A. Approval of Minutes from the January 9, 2020 Regular Meeting
 - B. Approval of Financial Statements & District Budget for Period Ending January 31, 2020
 - C. Review of TACF Financials for Periods from January 31, 2020
 - D. Approval of District Reimbursement Claims and Payment of Bills Owed by the District
 - E. Approval of District Employee Timesheet & Leave Records for the Month of January 2020
5. Consideration of and Possible Action on Items to be Removed Consent Agenda:
6. Cost Share Program Year 22
 - A. Program Year 22 Guidelines
 - B. NRCS Guidance
 - C. Complete Director Checklist
7. Discussion and/or Possible Action on the Following District Operation Items:
 - F. Discussion and Acceptance of District Conservationist Agency Report
 - G. Discussion and Approval of the NRCS Farm Bill Performance Worksheet
 - H. Discussion of the TCCD Monthly Activities and Outreach Report
 - I. Discussion and possible action to approve the Memorandum of Agreement between USDA – Natural Resources Conservation Service, _____ Conservation District and the Oklahoma Conservation Commission.
 - J. Discussion and possible action to approve the Cooperative Agreement between USDA – Natural Resources Conservation Service, _____ Conservation District and the Oklahoma Conservation Commission.
8. New Business:
9. Public Comments:
10. Adjourn:

Next regularly scheduled meeting is March 19, 2020 at the Tulsa County Conservation District
Office: 6660 South Sheridan Rd, Suite 120 Tulsa, OK 74133



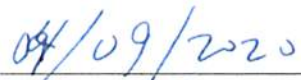
Tulsa County Conservation District
6660 S. Sheridan Road Suite 120 Tulsa, Oklahoma 74133
918-877-9566 Fax: 1-855-421-7632 E-Mail: Tulsaccd@conservation.ok.gov

STATEMENT OF APPROVAL OF MINUTES

I certify that the minutes of the meeting of the Tulsa County Conservation District Board of Directors held on **February 20, 2020** were approved as written by a vote in the **Regular Meeting** of the Board of Directors held **April 9, 2020**



Chair, Board of Directors



Date

Attest:



Minutes
Tulsa County Conservation District
6660 S. Sheridan Rd., Suite 120 Tulsa, OK 74107
Regular Board Meeting

Date: February 20, 2019

Time: 4:00 PM

Members Present: Tom Tolbert, Chairman
Jana Black, Vice Chairwoman/Treasure
Sherry Laskey, Member

Members Absent: Zach Kilburn, Member

Others Present: Gabrielael Parker, District Secretary
Erin Ely, OCC Administrative Programs Officer
Brian Cross, Associate Professor of Biology, TCC-Metro
Campus

1. Meeting Called to Order:

Chairman, Tom Tolbert called the meeting to order at 4:22 PM. He noted this was a regular meeting and held in compliance with the Open Meeting Act, Title 25 of the Oklahoma Statutes, Section 301 and following, as amended. Notice of this meeting is on file with the county clerk's office. The agenda for this meeting was posted on February 29, 2020 in the front window 6660 S. Sheridan Rd., Suite 120 Tulsa, OK 74133

2. Roll Call

3. Discussion of Items Missed at 2019 Area Meeting in November with Erin Ely, OCC Administrative Programs Officer

Gabriael Parker said she put Erin Ely's discussion at the top of the agenda. She did not want to make her wait until the end of the meeting to discuss things from the November Area Meeting. Erin said it was not really a discussion, but rather more of an effort to reach out to districts that did not have board members present at the meeting.

Erin said she was checking in with the district and to let districts know that OCC has some new administrative staff. Trey Lam and Lisa Knauf, with OCC, wanted the new staff to make it around to the board meetings to get more involved with district outreach. Also, we want to be involved or help in any way with other things going on in the districts. Erin said she also wanted to check in to see how we are doing with the special project outlined in our Long-Range Plan (LRP). Gabrielael Parker said we are still looking for someone to help with completing the walking path.

Brian Cross asked if this was the meadow in the Brookside Neighborhood. Gabriel said it is a set of vacant lots just off 33rd and Peoria.

Gabriel said we have had a few outreach events at the meadow. A couple of workdays before October, but not since then. Jana Black said she thought it was a good time to start planning a spring event. She said it would start to warm up in the next month and a half. Gabriel said for the past few months the committee has met to go over and revise the Crow Creek Watershed Base Plan to resubmit to ODEQ. Gabriel said if all goes well with plan submission, we might get funds to help us finish the project. If that happens, we might be able to install more meadows around the county. She said because of that and it being winter, we have not planned any outreach in the meadow. Erin asked what were some of the project benchmarks listed in the LRP? Erin said if there is any part of the project that you would like us to help with, we would be more than happy to help move the project forward. She said Clancy Green as well as herself are always looking for more ways to help.

Erin said she helps review the audits and compilations the districts do every year. Funding is always an area of concern here in Tulsa. She wanted to know if we did any fundraisers to help bring in locally earned funds. Tom Tolbert said in 2016 we held a Resource Management Conference. That was the last one we had and unfortunately, all the efforts to hold one again have fallen short. The topics we cover in these conferences are related to stormwater quality permits. We have tried to have numerous meetings with other groups to help organize and plan the conference. Vernon Seaman with the INCOG, Gabriel and I were the only people who showed up for the meetings. Jana said we have tried to branch out and do things besides permitting. We tried to plan one around sustainability as it relates to facility management, but we couldn't generate enough interest. Tom said he thought it would take a little time to get started, but he would like to do things with environmental stewardship. He would like to get various neighboring communities like the Creek and Cherokee Nations involved. He has access to a facility in Broken Arrow that could be used for a conference. We could get a good price, if we could get it sponsored through the City of Broken Arrow.

We also talked various other ways to raise money. Jana said we thought about doing a fundraiser helping build High Tunnel systems. We even talked about selling them in the future, but it would take some up-front costs to do so. We also talked about doing a seed program. Erin said many districts that have a seed program seem to be more traditional. They are more work and do not bring in a lot of money in, if at all. She said she was not trying to discourage us from developing one, but it is a lot of effort for not a lot of bank.

She said she can always ask Trey and Lisa for more money, but she could not guarantee she could get it. The worst thing they could say is no. She said if we had something specific and the costs itemized, to send it to her and we can see if we can get the district some extra money. Tom asked Erin how Oklahoma County handles things since they too are mostly urban. Erin said they are doing a lot of pollinator stuff right now. They are also on the urban soil health tack and building hoop houses. She said we should talk to Amy Seiger. She does a lot of soil health activities in Oklahoma County.

Gabriel said she received an email from her about the Full Circle Citizen Workshop this morning. Gabriel said she went to the Workshop in October.

Gabriel said as far as the high tunnels go, she contacted a company out of Tennessee that had decent prices on their materials. She said she worked out a deal to order exclusively from them and install them here in Tulsa. Erin then asked if we would be interested in taking suggestions from OCC about possible fundraising ideas. The board said absolutely. Sherry Laskey said in the last meeting we tossed around the idea of building raised garden beds for people in the community that wanted one. Gabriel said she really liked that idea. Tom said the City of Broken Arrow has a Homeowners Association on February 29, 2020 that Gabriel will be in attendance. It is a good event with a good attendance. We will discuss the raised beds along with the high tunnels.

Jana said she put together a letter together that we can send to bigger organizations. She said that she sent it to the Kaiser Family Foundation three times, but have yet to receive a response. She said it is a matter of getting your foot in the door or having a contact. Brian asked if we have connected with the Audubon Society and their backyard wildlife tours. Gabriel said she knew what he was talking about, but has never seen the tours. He said it seems to be very successful and might be a way to demonstrate the different things we can do. You could have a tour on different sites set up. He said it is always packed and people pay around \$5 a person to take this tour. They usually have vendors set up at different points in the tour. The district could set something like that up.

Jana brought up the idea of doing milk crate gardening. Katie Plohocky has started using milk crates for her organization. Erin said she really liked the idea. Gabriel said we brainstorm all the time. In fact, we try to come up with ideas in every meeting.

Brian said he did not know if Jana had mentioned his background in her discussions with the board, but he teaches environmental biology at Tulsa Community College Metro Campus. He said he has access to potential student volunteers. Tom jumped right in and said he needs all the student volunteers he can get. Brian said if there are any projects that need volunteers to please let him know.

There was a brief discussion on the various nature projects Tom has going on in Broken Arrow.

Gabriel said to answer Erin's question about the special project progress, some of the things that are set to be done on a yearly basis, we might not get to. Then, Gabriel said looking at the LRP, that her previous statement was inaccurate. She said we were looking good as far as meeting some of the milestones. The spring from March to about June is our busy time. We do many outreach events in March and April. September and October are the second busiest time. A lot of the things we have in our plan, we won't hit until the end of the fiscal year.

Gabriel said the cost-share program was not looking as good as she hoped. Erin asked how much we spent last year. Gabriel said we only received about \$10,000 and we still have one person that needs to complete his practice. He is supposed complete forage and biomass planting, but he would not have been able to start until the spring anyway. For program year 20 we received \$10,000 and we are going to spend about \$8,000. Erin asked if we anticipate enough producers to sign up to spend that money and

if we have alternates. Gabrielael said we have never had alternates. She said we could have use some in the past, but was not sure how having alternates worked. That was until the training last year in Oklahoma City. Erin said that Tammy will have more money to allocate later in the year, so it would not hurt to have some alternates. She said she would not promise those producers anything, but it would not hurt.

Gabriael said the ranking requirement is a little different for us. We have not had a ranking the last few years because it did not work out well for us. She said it was because we are 95% urban and having one set priority would make it harder for some people to get funding. Tulsa does not have the luxury of having 50 to 100 applications. If we did have one, it would exclude some of the people trying to put conservation on the ground. Erin asked what the composition of the people who were applying. Are they more rural or urban? Gabrielael said we have ponds, brush management, herbaceous weed control and those practices were applied just outside city limits. She said you could look back on the ones that are coming in and completing the work, and then tailor the ranking to fit them. She said she would not exclude the urban areas because you are in Tulsa. Gabrielael said she never thought about it like that. You can always adjust it to where it will work for Tulsa. There was a little more discussion on rankings and possible reallocation of monies later in the year. Gabrielael asked Erin if she answered her questions about the special project in the LRP and Erin said yes. She said she would let us move on to the rest of the agenda. Jana said thank you for all the great information. No further discussion needed to be taken at this time.

Consider, Discuss, and Take possible action on the following agenda items:

A. Approval of Minutes from the January 9, 2020 Regular Meeting

After a review of the previous meeting minutes, Jana Black made a motion to approve the minutes from the January 9, 2020 Regular Meeting as presented. Sherry Laskey 2nd the motion. Nays: None. The motion carries.

B. Approval of Financial Statements & District Budget for Period Ending January 31, 2020

After a brief discussion, Jana Black made a motion to approve the financial statements & district budget for period ending January 31, 2020. Sherry Laskey 2nd the motion. Nays: None. The motion carries.

C. Review of TACF Financials for Periods from January 31, 2020

Board reviewed the financial statements for the Tulsa Area Conservation Foundation. No further action needed to be taken at this time.

D. Approval of District Reimbursement Claims and Payment of Bills Owed by the District

After a review of the district reimbursement claims and payments, Jana Black made a motion to approve the reimbursement claims and bill payments as presented. Sherry Laskey 2nd the motion. Nays: None. The motion carries.

E. Approval of District Employee Timesheet & Leave Records for the Month of January 2020

After a brief discussion, Jana Black made a motion to approve the district timesheet and leave records as presented. Sherry Laskey 2nd the motion. Nays: None. The motion carries.

4. Consideration of and Possible Action on Items to be Removed Consent Agenda

None

Erin Ely Exited the Meeting at 5:20 PM

5. Cost Share Program Year 22

A. Program Year 22 Guidelines

Gabriel Parker said these were the new program year guidelines. There were some new changes. The most significant was an addition of a new feral hog program. Gabriel said to be approved for the program, districts need to come up with a business plan. Districts would also have to show a need for the program in their county. Gabriel said there had been a few sightings in Tulsa County, but not enough to justify the work needed to get approval. The board agreed. Brian said there were a few sightings in Osage County close to where he lived. Gabriel asked him where he lived. He said he works in Tulsa, but lives just over the border in Osage County. Gabriel then asked him if he was a registered to vote in Tulsa or Osage County. He said he was registered in Osage. Gabriel said to be a member of the board the individual must be a registered voter in Tulsa County. Gabriel was sad to find out he was not eligible to be a TCCD board member. He could be one in Osage if he wanted to be. She said he could be an associate member. That person does not have the ability to cast a vote on action items, but he could suggest things and take part in other activities. Brian said he would like that.

Another significant change is not being able to forward funds from earlier years. OCC also increased the minimum payment from \$5,000 to \$7,500 and increased the cost share percentage from 75% to 85%. We also must come up with a ranking and then send it to OCC for approval. Gabriel said Those were the most significant changes. Gabriel said we have two people interested in the cost-share program. If we allocate the maximum amount, we would only be able to fund two people. It could be a good thing or a bad thing. Gabriel said she will start working on a ranking and send it out for their review. Those were the most significant changes for the new program year. No further action needed to be taken at this time.

B. NRCS Guidance

This is just information on what NRCS is supposed to do when it comes to the cost share program. The main thing is that the cost share program is not an NRCS program, and some the NRCS guidelines are not applicable to the cost share program. OCC wanted to make sure the district board knew what the responsibilities of NRCS are when it came to the State Cost-Share Program. No further action needed to be taken at this time.

C. Complete Director Checklist

C. Complete Director Checklist

The board decided to table this agenda item due to time constraints. No further action needed to be taken at this time.

Erin Ely Exited the Meeting at 5:20 PM

7. Discussion and/or Possible Action on the Following District Operation Items:

A. Discussion and Acceptance of District Conservationist Agency Report

The board decided to table this agenda item due to time constraints. No further action needed to be taken at this time.

B. Discussion and Approval of the NRCS Farm Bill Performance Worksheet

After a brief discussion, Jana Black made a motion to approve the NRCS Farm Bill Performance Worksheet. Sherry Laskey 2nd the motion. Nays: None. The motion carries.

C. Discussion of the TCCD Monthly Activities and Outreach Report

The board decided to table this agenda item due to time constraints. No further action needed to be taken at this time.

E. Discussion and possible action to approve the Memorandum of Agreement between USDA – Natural Resources Conservation Service, _____ Conservation District and the Oklahoma Conservation Commission.

The board decided to table this agenda item due to time constraints. No further action needed to be taken at this time.

F. Discussion and possible action to approve the Cooperative Agreement between USDA – Natural Resources Conservation Service, _____ Conservation District and the Oklahoma Conservation Commission.

The board decided to table this agenda item due to time constraints. No further action needed to be taken at this time.

9. New Business:

10. Public Comments:

None

11. Adjourn:

Meeting Adjourned at 5:45 PM

Next regularly scheduled meeting is March 19, 2020 at the Tulsa County Conservation District Office: 6660 South Sheridan Rd, Suite 120 Tulsa, OK 74133.

2:45 PM
02/19/20
Accrual Basis

Tulsa County Conservastion District
Profit & Loss
July 2019 through January 2020

	<u>Jul '19 - Jan 20</u>
Income	
Interest Income	1.69
OCC Cost-Share Reimbursements	3,207.60
OCC General Exp Reimbursements	2,423.96
OCC Salary Reimbursements	16,293.70
Total Income	<u>21,926.95</u>
Expense	
Administrative Expense	473.12
Advertising and Promotion	51.66
Cost-Share Payments	3,207.60
Employee Benefits	1,898.27
Internet	635.59
Office Supples	33.38
Outreach Programs	25.00
Payroll	13,223.79
Payroll Tax	4,978.87
Professional Fees	595.00
Registration Fees	38.00
Travel	268.10
Total Expense	<u>25,428.38</u>
Net Income	<u><u>-3,501.43</u></u>

2:44 PM
02/19/20
Accrual Basis

Tulsa County Conservastion District
Profit & Loss
January 2020

	<u>Jan 20</u>
Income	
Interest Income	0.19
OCC General Exp Reimbursements	1,233.22
OCC Salary Reimbursements	2,318.72
Total Income	<u>3,552.13</u>
Expense	
Employee Benefits	530.15
Internet	82.25
Office Supplies	33.38
Payroll	908.33
Payroll Tax	922.87
Professional Fees	595.00
Travel	124.30
Total Expense	<u>3,196.28</u>
Net Income	<u><u>355.85</u></u>

2:45 PM
02/19/20
Accrual Basis

Tulsa County Conservastion District
Profit & Loss Detail
January 2020

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Income								
Interest Income								
Deposit	1/31/2020		Arvest	Interest Pay...		Arvest Checki...	0.17	0.17
Deposit	1/31/2020		Arvest	Interest Pay...		Arvest Special...	0.02	0.19
Total Interest Income							0.19	0.19
OCC General Exp Reimbursements								
Deposit	1/17/2020		OCC	General Expe...		Arvest Checki...	1,138.37	1,138.37
Deposit	1/27/2020		OCC	General Expe...		Arvest Checki...	94.85	1,233.22
Total OCC General Exp Reimbursements							1,233.22	1,233.22
OCC Salary Reimbursements								
Deposit	1/17/2020		OCC	January Sala...		Arvest Checki...	2,318.72	2,318.72
Total OCC Salary Reimbursements							2,318.72	2,318.72
Total Income							3,552.13	3,552.13
Expense								
Employee Benefits								
Check	1/7/2020	8707	OCC	December 20...		Arvest Checki...	229.03	229.03
Check	1/30/2020	8712	OCC	January 2020...		Arvest Checki...	301.12	530.15
Total Employee Benefits							530.15	530.15
Internet								
Check	1/29/2020		COX Communicatio...	January 2020...		Arvest Checki...	82.25	82.25
Total Internet							82.25	82.25
Office Supplies								
Check	1/13/2020		Office Depot	Calendar Pur...		Arvest Checki...	33.38	33.38
Total Office Supplies							33.38	33.38
Payroll								
Check	1/21/2020	8704	Gabriel S Parker	November 1-...		Arvest Checki...	908.33	908.33
Total Payroll							908.33	908.33
Payroll Tax								
Check	1/17/2020		Oklahoma Tax Com...	December 20...		Arvest Checki...	120.00	120.00
Check	1/18/2020		IRS	941 Tax Pay...		Arvest Checki...	802.87	922.87
Total Payroll Tax							922.87	922.87
Professional Fees								
Check	1/30/2020	8708	Kimberley Meyer C...	FY - 2019 An...		Arvest Checki...	595.00	595.00
Total Professional Fees							595.00	595.00

2:45 PM

02/19/20

Accrual Basis

Tulsa County Conservation District
Profit & Loss Detail
January 2020

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Clr</u>	<u>Split</u>	<u>Amount</u>	<u>Balance</u>
Travel Check	1/21/2020	8711	Gabriel S Parker	November 20...		Arvest Checki...	124.30	124.30
Total Travel							124.30	124.30
Total Expense							3,196.28	3,196.28
Net Income							355.85	355.85



P O BOX 1670
LOWELL AR 72745

ADDRESS SERVICE REQUESTED

TULSA COUNTY CONSERVATION DISTRICT
6660 S SHERIDAN RD STE 120
TULSA OK 74133-1768

Statement Ending 01/31/2020

TULSA COUNTY CONSERVATION

Page 1 of 4

Customer Number

Managing Your Accounts

-  24-HOUR ACCOUNT INFO (800) 601-8655 LINE
-  CUSTOMER SERVICE (866) 952-9523
-  MAILING ADDRESS PO BOX 799 LOWELL AR 72745
-  WEBSITE www.arvest.com

Summary of Accounts

Account Type	Account Number	Ending Balance
NON-PROFIT INTEREST CHECKING		\$760.53
Total Current Value		\$760.53

NON-PROFIT INTEREST CHECKING

Account Summary

Date	Description	Amount
01/01/2020	Beginning Balance	\$404.70
	3 Credit(s) This Period	\$3,552.11
	9 Debit(s) This Period	\$3,196.28
01/31/2020	Ending Balance	\$760.53

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.00%
Interest Days	0
Interest Earned	\$0.00
Interest Paid This Period	\$0.17
Interest Paid Year-to-Date	\$0.17
Interest Withheld Year-to-Date	\$0.00

DORMANCY: A MONTHLY FEE WILL BEGIN IF NO ACTIVITY FOR 12 MONTHS.

Electronic Credits

Date	Description	Amount
01/17/2020	VENDOR PAYMENTS MISC REIMB TULSA COUNTY CONSERVAT	\$3,457.09
01/27/2020	VENDOR PAYMENTS MISC REIMB TULSA COUNTY CONSERVAT	\$94.85

Other Credits

Date	Description	Amount
01/31/2020	INTEREST PMT.	\$0.17

Electronic Debits

Date	Description	Amount
01/13/2020	OFFICE DEPOT PAYMENT TULSA CO CONSERVATION	-\$33.38
01/17/2020	TAX PAYMENTS OK TAX PMT	-\$120.00
01/17/2020	IRS USATAXPYMT TULSA COUNTY CONSERVAT	-\$802.87
01/29/2020	COX COMM TUL BANK DRAFT	-\$82.25



Statement Ending 01/31/2020

TULSA COUNTY CONSERVATION

Page 3 of 4

Customer Number

NON-PROFIT INTEREST CHECKING

Electronic Debits (continued)

<u>Date</u>	<u>Description</u>	<u>Amount</u>
	Tulsa County Conservat	

Checks Cleared

<u>Check Nbr</u>	<u>Date</u>	<u>Amount</u>	<u>Check Nbr</u>	<u>Date</u>	<u>Amount</u>	<u>Check Nbr</u>	<u>Date</u>	<u>Amount</u>
8704	01/21/2020	\$908.33	8708	01/30/2020	\$595.00	8712	01/30/2020	\$301.12
8707*	01/07/2020	\$229.03	8711*	01/21/2020	\$124.30			

* Indicates skipped check number

Daily Balances

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
12/31/2019	\$404.70	01/17/2020	\$2,676.51	01/29/2020	\$1,656.48
01/07/2020	\$175.67	01/21/2020	\$1,643.88	01/30/2020	\$760.36
01/13/2020	\$142.29	01/27/2020	\$1,738.73	01/31/2020	\$760.53



P O BOX 1670
LOWELL AR 72745

ADDRESS SERVICE REQUESTED

TULSA COUNTY CONSERVATION DISTRICT
6660 S SHERIDAN RD STE 120
TULSA OK 74133-1768





Statement Ending 01/31/2020

TULSA COUNTY CONSERVATION

Page 1 of 2

Customer Number

Managing Your Accounts

-  24-HOUR ACCOUNT INFO (800) 601-8655 LINE
-  CUSTOMER SERVICE (866) 952-9523
-  MAILING ADDRESS PO BOX 799 LOWELL AR 72745
-  WEBSITE www.arvest.com

Summary of Accounts

Account Type	Account Number	Ending Balance
NON-PROFIT INTEREST CHECKING		\$88.84
Total Current Value		\$88.84

NON-PROFIT INTEREST CHECKING

Account Summary

Date	Description	Amount
01/01/2020	Beginning Balance	\$88.82
	1 Credit(s) This Period	\$0.02
	0 Debit(s) This Period	\$0.00
01/31/2020	Ending Balance	\$88.84

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.00%
Interest Days	0
Interest Earned	\$0.00
Interest Paid This Period	\$0.02
Interest Paid Year-to-Date	\$0.02
Interest Withheld Year-to-Date	\$0.00

DORMANCY: A MONTHLY FEE WILL BEGIN IF NO ACTIVITY FOR 12 MONTHS.

Other Credits

Date	Description	Amount
01/31/2020	INTEREST PMT	\$0.02

Daily Balances

Date	Amount	Date	Amount
12/31/2019	\$88.82	01/31/2020	\$88.84



P O BOX 1670
LOWELL AR 72745

ADDRESS SERVICE REQUESTED

TULSA AREA CONSERVATION FOUNDATION
6660 S SHERIDAN RD
TULSA OK 74133-1730





Statement Ending 01/31/2020

TULSA AREA CONSERVATION

Page 1 of 2

Customer Number.

Managing Your Accounts

-  24-HOUR ACCOUNT INFO (800) 601-8655 LINE
-  CUSTOMER SERVICE (866) 952-9523
-  MAILING ADDRESS PO BOX 799 LOWELL AR 72745
-  WEBSITE www.arvest.com

Summary of Accounts

Account Type	Account Number	Ending Balance
NON-PROFIT INTEREST CHECKING		\$1,027.04
Total Current Value		\$1,027.04

NON-PROFIT INTEREST CHECKING

Account Summary

Date	Description	Amount
01/01/2020	Beginning Balance	\$1,026.87
	1 Credit(s) This Period	\$0.17
	0 Debit(s) This Period	\$0.00
01/31/2020	Ending Balance	\$1,027.04

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.00%
Interest Days	0
Interest Earned	\$0.00
Interest Paid This Period	\$0.17
Interest Paid Year-to-Date	\$0.17
Interest Withheld Year-to-Date	\$0.00

DORMANCY: A MONTHLY FEE WILL BEGIN IF NO ACTIVITY FOR 12 MONTHS.

Other Credits

Date	Description	Amount
01/31/2020	INTEREST PMT	\$0.17

Daily Balances

Date	Amount	Date	Amount
12/31/2019	\$1,026.87	01/31/2020	\$1,027.04



P O BOX 1670
LOWELL AR 72745

ADDRESS SERVICE REQUESTED

TULSA AREA CONSERVATION FOUNDATION
6660 S SHERIDAN RD
TULSA OK 74133-1730





Statement Ending 01/31/2020

TULSA AREA CONSERVATION

Page 1 of 2

Customer Number

Managing Your Accounts

-  24-HOUR ACCOUNT INFO (800) 801-8655 LINE
-  CUSTOMER SERVICE (866) 952-9523
-  MAILING ADDRESS PO BOX 799 LOWELL AR 72745
-  WEBSITE www.arvest.com

Summary of Accounts

Account Type	Account Number	Ending Balance
BUSINESS MONEY MARKET		\$2,989.48
Total Current Value		\$2,989.48

BUSINESS MONEY MARKET

Account Summary

Date	Description	Amount
01/01/2020	Beginning Balance	\$2,988.21
	1 Credit(s) This Period	\$1.27
	0 Debit(s) This Period	\$0.00
01/31/2020	Ending Balance	\$2,989.48

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.00%
Interest Days	0
Interest Earned	\$0.00
Interest Paid This Period	\$1.27
Interest Paid Year-to-Date	\$1.27
Interest Withheld Year-to-Date	\$0.00

DORMANCY: A MONTHLY FEE WILL BEGIN IF NO ACTIVITY FOR 24 MONTHS.

Other Credits

Date	Description	Amount
01/31/2020	INTEREST PMT	\$1.27

Daily Balances

Date	Amount	Date	Amount
12/31/2019	\$2,988.21	01/31/2020	\$2,989.48

Form **941 for 2019: Employer's QUARTERLY Federal Tax Return**
 (Rev. January 2019) Department of the Treasury — Internal Revenue Service

950117
 OMB No. 1545-0029

Employer Identification number (EIN) -

Name (not your trade name)

Trade name (if any)

Address
Number Street Suite or room number

City State ZIP code

Foreign country name Foreign province/country Foreign postal code

Report for this Quarter of 2019
 (Check one.)

1: January, February, March

2: April, May, June

3: July, August, September

4: October, November, December

Go to www.irs.gov/Form941 for instructions and the latest information.

Read the separate instructions before you complete Form 941. Type or print within the boxes.

Part 1: Answer these questions for this quarter.

1	Number of employees who received wages, tips, or other compensation for the pay period including: <i>Mar. 12</i> (Quarter 1), <i>June 12</i> (Quarter 2), <i>Sept. 12</i> (Quarter 3), or <i>Dec. 12</i> (Quarter 4)	1	<input type="text" value="1"/>
2	Wages, tips, and other compensation	2	<input type="text" value="7617.93"/>
3	Federal income tax withheld from wages, tips, and other compensation	3	<input type="text" value="1200.00"/>
4	If no wages, tips, and other compensation are subject to social security or Medicare tax	<input type="checkbox"/> Check and go to line 6.	
	Column 1	Column 2	
5a	Taxable social security wages	<input type="text" value="7899.48"/> × 0.124 =	<input type="text" value="979.54"/>
5b	Taxable social security tips	<input type="text" value="."/> × 0.124 =	<input type="text" value="."/>
5c	Taxable Medicare wages & tips	<input type="text" value="7899.48"/> × 0.029 =	<input type="text" value="229.08"/>
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	<input type="text" value="."/> × 0.009 =	<input type="text" value="."/>
5e	Add Column 2 from lines 5a, 5b, 5c, and 5d	5e	<input type="text" value="1208.62"/>
5f	Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions)	5f	<input type="text" value="."/>
6	Total taxes before adjustments. Add lines 3, 5e, and 5f	6	<input type="text" value="2408.62"/>
7	Current quarter's adjustment for fractions of cents	7	<input type="text" value="0.00"/>
8	Current quarter's adjustment for sick pay	8	<input type="text" value="."/>
9	Current quarter's adjustments for tips and group-term life insurance	9	<input type="text" value="."/>
10	Total taxes after adjustments. Combine lines 6 through 9	10	<input type="text" value="2408.62"/>
11	Qualified small business payroll tax credit for increasing research activities. Attach Form 8974	11	<input type="text" value="2408.62"/>
12	Total taxes after adjustments and credits. Subtract line 11 from line 10	12	<input type="text" value="0.00"/>
13	Total deposits for this quarter, including overpayment applied from a prior quarter and overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current quarter	13	<input type="text" value="."/>
14	Balance due. If line 12 is more than line 13, enter the difference and see instructions	14	<input type="text" value="."/>
15	Overpayment. If line 13 is more than line 12, enter the difference	<input type="text" value="0.00"/>	Check one: <input type="checkbox"/> Apply to next return. <input type="checkbox"/> Send a refund.

Name (not your trade name) Tulsa County Conservation District Employer identification number (EIN)

Part 2: Tell us about your deposit schedule and tax liability for this quarter.

If you are unsure about whether you are a monthly schedule depositor or a semiweekly schedule depositor, see section 11 of Pub. 15.

16 Check one: [] Line 12 on this return is less than \$2,500 or line 12 on the return for the prior quarter was less than \$2,500, and you didn't incur a \$100,000 next-day deposit obligation during the current quarter.

[X] You were a monthly schedule depositor for the entire quarter. Enter your tax liability for each month and total liability for the quarter, then go to Part 3.

Tax liability: Month 1 [802.88]

Month 2 [802.87]

Month 3 [802.86]

Total liability for quarter [2408.62] Total must equal line 12.

[] You were a semiweekly schedule depositor for any part of this quarter. Complete Schedule B (Form 941), Report of Tax Liability for Semiweekly Schedule Depositors, and attach it to Form 941.

Part 3: Tell us about your business. If a question does NOT apply to your business, leave it blank.

17 If your business has closed or you stopped paying wages [] Check here, and enter the final date you paid wages [/ /] .

18 If you are a seasonal employer and you don't have to file a return for every quarter of the year . . . [] Check here.

Part 4: May we speak with your third-party designee?

Do you want to allow an employee, a paid tax preparer, or another person to discuss this return with the IRS? See the instructions for details.

[X] Yes. Designee's name and phone number [Gabriel Parker] [(918) 877-9566]

Select a 5-digit Personal Identification Number (PIN) to use when talking to the IRS. [] [] [] [] []

[] No.

Part 5: Sign here. You MUST complete both pages of Form 941 and SIGN it.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.



Sign your name here

[Handwritten signature: Gabriel Parker]

Print your name here [Gabriel Parker]

Print your title here [District Secretary]

Date [1/14/2020]

Best daytime phone [(918) 877 - 9566 x3]

Paid Preparer Use Only

Check if you are self-employed []

Preparer's name []

PTIN []

Preparer's signature []

Date [/ /]

Firm's name (or yours if self-employed) []

EIN []

Address []

Phone []

City [] State []

ZIP code []

ACCOUNT ID:
FILING FREQUENCY: Quarterly

FILING PERIOD: December 31, 2019
DUE DATE: January 21, 2020
RECEIVED DATE: January 17, 2020

WTH 10001 Oklahoma Employers Wage Withholding
Revised 4-2019 TULSA CO CONSERVATION

Amended Return

Number of Employees	1
Wages Paid	\$2,635.99
Tax Withheld	\$360.00
Interest	\$0.00
Penalty	\$0.00
Total Due	\$360.00
Total Monthly and Semi-Monthly Prepayments Received	\$240.00
Total Balance Due	\$120.00 paid 1/15/20

4th Quarter 2019 Report

FOR YOUR RECORDS ONLY
DO NOT MAIL

**STATE GUIDELINES
FOR THE
CONSERVATION COST SHARE PROGRAM**

PROGRAM YEAR 22

**Program Year Begins: February 18, 2020
Program Year Ends: August 31, 2021**

**Allocation Period Begins: February 18, 2020
Allocation Period Ends: August 31, 2020**

**Oklahoma Conservation Commission
in cooperation with
Oklahoma's 84 Conservation Districts**

Approved by the Conservation Commission on, February 3, 2020.

I PURPOSE

The Oklahoma Conservation Commission hereby declares that the following problems have a detrimental effect on the renewable natural resources of our state:

Oklahoma's water and soil resources are an important foundation of the state's economic infrastructure. Natural climatic events as well as human activity are impacting our natural resources. Additionally, feral swine are a common nuisance in Oklahoma that have a devastating impact to natural resources. As long as farmers and ranchers produce food from the land to feed the world and the wind blows and the rain falls, we will continue to see impacts on soil and water. Our task as stewards of these natural resources is to minimize these impacts. Protecting these vital natural resources is paramount in preserving the state's economic future. In order to accomplish this goal, the Commission hereby establishes the following goals and objectives to address these problems affecting our renewable natural resources:

Make cost share funds available to conservation districts for the purpose of providing cost share payments to landowners and operators implementing conservation practices which will protect our soil and water natural resources.

Make cost share funds available to conservation districts for the purpose of purchasing an electronic hog trap to assist landowners and operators in reducing the feral swine population on their lands.

The Commission herein establishes the Conservation Cost Share Program Guidelines for Program Year 22. Any exceptions from these established guidelines shall be approved by the Commission.

II ALLOCATION OF FUNDS

The Commission allocates \$3,080,000 of cost share funds for Program Year 22. The amount of funds allocated to each participating conservation district for Program Year 22 can be found on page 13. Allocations were based on each conservation district's performance ranking during Program Years 17, 18, and 19. The Commission will make these funds available to participating conservation districts upon receipt and approval of the district's Program Year 22 local priorities and application ranking system.

A. Locally Led Conservation Initiative

The total budget for the locally led conservation initiative is \$3,000,000. Eligible landowners and operators may apply at their local conservation district for cost share funds for the purpose of implementing approved conservation practices to protect soil and water natural resources.

B. Reduction of Feral Swine Population

The total budget for the feral swine initiative is \$80,000. Only conservation districts are eligible to apply to the Commission for cost share funds for the purpose of purchasing an electronic hop trap to assist landowners and operators in reducing the feral swine population on their lands.

III LOCALLY LED CONSERVATION INITIATIVE PROGRAM POLICIES

Conservation District Participation

The Cost Share Program (CSP) is a voluntary program. Conservation districts are not required to participate. To participate in the CSP the conservation district board must take action in a regularly scheduled district board meeting. CSP funds allocated to conservation districts that choose not to participate will be returned to the Commission for reallocation to other districts.

Carry Over Funds

Conservation districts will not be allowed to carry over unobligated Program Year 20 funds to Program Year 22.

Program Year

Program Year 22 begins on February 18, 2020 and ends on August 31, 2021. All Performance and Maintenance Agreements must be completed and cost share payments disbursed by August 31, 2021. The Commission will not process claims received after August 31, 2020.

Allocation Period

The allocation period is the period of time in which a conservation district has to obligate their program year allocation. The Commission has established February 18, 2020 through August 31, 2020 as the allocation period for Program Year 22. If a conservation district fails to obligate all of their allocation by August 31, 2020, the unobligated amount will be withdrawn and made available for reallocation to other districts by the Commission. Funds become obligated when an application has been approved for funding by the conservation district board and a Performance and Maintenance Agreement has been signed and dated by the district board and the applicant.

Eligibility Requirements

Applicants for cost share funds must be a conservation district cooperator with a conservation plan.

Applicants must agree to maintain the conservation practice for the expected life specified by the conservation district.

Applicants that lease the land must submit a landowner consent form with their application. The landowner must agree to continue maintenance of the conservation practice for the expected life specified by the conservation district in the event that the land lease agreement is canceled.

Conservation Commissioners, Conservation Commission staff, conservation district employees or the spouses of any of these people shall not be eligible to participate in the Conservation Cost Share Program.

Conservation district directors are eligible to participate in the Conservation Cost Share Program. Due to the limited amount of funds available for Program Year 22 individual directors should give careful consideration to public perception when making their decision to participate in the Program. Each participating conservation district must submit to the Commission a Director Participation form documenting the district board's vote related to board members participation in the CSP. If the district board votes to allow board members to apply for cost share funds the guidelines below will be followed.

1. Only two conservation district board members can apply for cost share funds during Program Year 22.
2. Individual district board members applying cannot discuss any element of the Cost Share Program including but not limited to practices, rates, average costs, selection/ranking criteria, application approval/disapprovals, payments, and extensions.
3. Individual district board members applying for the cost share funds must abstain from voting on all elements of the Program.
4. Individual district board members cannot use their position as a conservation district board member to improve or elevate their individual chances of becoming a successful applicant.

Authorized District Representative

The conservation district board must designate an authorized district representative. This person can sign all forms. The authorized district representative must be a conservation district board member. It cannot be a conservation district employee. The board can designate more than one district board member as the authorized district representative. Board members applying for cost share funds cannot serve as the authorized district representative.

Technical Representative

Natural Resources Conservation Service (NRCS) staff will serve as the conservation district's technical representative. They will assist the conservation district by: conducting field visits to determine landowner needs, participating in the application review process, developing conservation plans, design and layout of practices when required, determining compliance with NRCS conservation practices standards and specifications, and certifying practice quantities. The technical representative will be required to sign the Certification of Completion and Acceptance form.

Eligible Conservation Practices and Average Costs

Eligible conservation practices for Program Year 22 are:

314 Brush Management	327 Conservation Cover
340 Cover Crop	342 Critical Area Planting
362 Diversion	382 Fencing
386 Field Border	393 Filter Strip
394 Firebreak	512 Forage and Biomass Planting
410 Grade Stabilization Structure	412 Grassed Waterway
561 Heavy Use Area Protection	315 Herbaceous Weed Control
516 Livestock Pipeline	590 Nutrient Management
378 Pond	338 Prescribed Burning
528 Prescribed Grazing	533 Pumping Plant
550 Range Planting	329 Residue and Tillage Management, No-Till
600 Terrace	642 Water Well
614 Watering Facility	

Each conservation district board may select any of the approved conservation practices for inclusion in the conservation district's local program. The selected practices should address the conservation district's identified priority resource concerns. A conservation district can request Commission approval to add conservation practices not included in the list of approved practices. The request must be submitted to the Commission in writing and be accompanied by supporting data compiled by the conservation district. The requested practice must be approved by the Commission prior to the district board's approval of CSP applications.

Conservation practices shall be implemented according to NRCS standards and specifications.

CSP average costs (unit cost) for the conservation practices is based on Oklahoma NRCS data. A conservation district can request an average cost variance. The request must be submitted to the Commission in writing and be accompanied by supporting data compiled by the conservation district. The requested variance rate must be approved by the Commission prior to the district board's approval of CSP applications.

Maximum Cost Share Payment

The maximum cost share payment amount per participant in Program Year 22 is \$7,500. Each conservation district board may choose to establish a maximum cost share payment amount that is less than \$7,500.

Maximum Cost-Share Rate

The maximum cost share rate for all conservation practices is 85%. Each conservation district board may choose to establish a cost share rate less than 85%.

Local Program Priorities and Application Ranking System

The CSP gives conservation districts the responsibility to determine the recipients of state cost share funds. To meet this responsibility conservation districts must establish local program priorities. Clearly understood priorities make the approval process much easier and minimize possible misunderstandings.

Conservation districts must develop an application ranking system that will be used during the application approval process. The ranking system should address applicant eligibility requirements first to determine if additional consideration towards approval is necessary. Conservation district staff and technical representatives, based on best professional judgment and site specific evaluations should provide information to assist the district board during the application ranking process.

Each conservation district must submit their local program priorities and application ranking system for the Commission's review and approval prior to starting the application process. Cost share funds become available to conservation districts for obligation after the Commission approves their local program priorities and application ranking system. The application process cannot begin prior to receiving Commission approval.

Application Process

Conservation districts should advertise the availability of CSP funds throughout the district. The following information should be included in your advertisement: application period, maximum allowed payment, cost share rate, conservation practices available, and district contact information. Advertisement can be in the form of a local newspaper article, newsletters, announcement of the district's Facebook page, flyers at business in the district, or word of mouth. Any costs associated with advertising your local CSP can be reimbursed from your other operating funds.

Potential applicants must return completed applications to the district prior to the end of the district's application period. Applicants that lease the land must submit a landowner consent form with their application. Each applicant is limited to one application. Multiple practices can be applied for on one application.

Approval Process

Conservation districts must use their program priorities and application ranking system to make CSP funding decisions. Applications must be approved during an official conservation district board meeting. Board meeting minutes must include a list of approved applications showing the approved applicant's name, practice and maximum cost share amount.

Approved applicants must be notified, in writing, within 10 days after conservation district board action. Applicants should be instructed to contact the conservation district to set up an appointment to sign a Performance and Maintenance Agreement, IRS W9 Form and schedule a field visit.

Conservation districts that have more qualified applications than available CSP funds may choose to approve those applications as alternates on the condition that funding becomes available. Alternates must be notified, in writing, within 10 days after conservation district board action. Approved alternates should be instructed to contact the conservation district to set up an appointment to sign a Performance and Maintenance Agreement prior to August 31, 2020. Work cannot begin until notified by the conservation district that funds are available. All approved alternates must understand that there is no guarantee that funds will become available during the program year.

Applicants denied for any reason must be notified, in writing, within 10 days of the district board decision. The conservation district board must give reason(s) for the denial and advise the applicant of their right to appeal and the procedures necessary to exercise those appeal rights.

Appeals Process

Applicants denied CSP funds has the right to appeal the conservation district's decision. The conservation district board has 30 days in which to respond to an applicant appeal. The conservation district board must hear an appeal in a regularly scheduled district board meeting. Appeals must be listed on the agenda and heard in open session; no appeals shall be heard or discussed in executive session. The conservation district board should give the applicant an opportunity to be heard, that is, what is the reason for contesting the decision. If the conservation district board agrees with the applicant, then the district board can reverse its earlier decision and approve the application. However, if the conservation district board feels that its original denial of the application was justified, the district board is certainly entitled to stand by its original ruling. In that case the applicant must be notified in writing, that the conservation district board's decision can be appealed to the Commission.

Appeals to the Commission must be made, in writing, within 30 days of the conservation district board's decision. The conservation district must forward to the Commission a copy of the case file, the application ranking system used by the district, and the reasons for the district board's denial.

Completion Dates

Conservation districts shall set and enforce completion dates for approved applicants and inform the applicant of that date. The applicant should make every effort to complete approved practices by the established completion date. Applicants that have not started, are not under construction, or have not completed implementation of practices by the established completion date can be canceled in order to reallocate funds to an approved alternate. Conservation districts may make applicants that were canceled for lack of completion effort ineligible for CSP funding in future program years. When mitigating circumstances influence an applicant's ability to complete implementation, conservation districts can reconsider the applicant's ineligibility for CSP funding in future program years.

Execution of Performance and Maintenance Agreement

The Performance and Maintenance Agreement shall require the applicant to meet the following requirements:

- To perform or have performed all work described in the Conservation Plan in accordance with NRCS conservation practice standards and specifications.
- To submit to the district a detailed, itemized statement of costs and copies of contractor's invoices when the conservation practice(s) are constructed by a contractor.
- To submit to the district detailed invoices for applicant in-kind contributions.
- To complete or have completed all work described in the Conservation Plan by the completion date established by the district.
- To obtain all required permits and approvals prior to the construction of the conservation practice(s).
- To permit free access to the applicant's land for district and NRCS representatives to

- inspect the conservation practice(s) upon completion.
- To maintain, at no cost to the district, the conservation practice(s) as designed and constructed for the expected life as set forth by the district. If the applicant removes, destroys or does not maintain the practice(s) before the end of its expected life, the district shall be authorized to recover the CSP funds disbursed. The applicant shall remain ineligible for future CSP funding until the practice(s) is properly maintained, CSP funds are recovered by the district, or the expected life of the practice(s) expires.
- To accept the district's method of calculating the cost share payment for completed work.
- To complete and attach an IRS W-9 Form-Request for Taxpayer Identification Number and Certification.

After an applicant has been notified they have been approved for CSP funds, the applicant and conservation district must execute a Performance and Maintenance Agreement. An agreement number following the Commission approved format must be assigned to each agreement. Example agreement number – 03-022-001

03 - conservation district number
 022 - program year number
 001 – applicant number assigned by the district

All Program Year 22 Performance and Maintenance Agreements must be signed and dated by the conservation district board and applicant on or before August 31, 2020. All Program Year 22 Performance and Maintenance Agreements must be completed and the CSP claim submitted to the Commission on or before August 31, 2021. Installation of conservation practices cannot begin until an effective Performance and Maintenance Agreement is in place. An agreement becomes effective on the last date of signature. Each applicant can have only one Performance and Maintenance Agreement.

Practice Failures

Practice failures may occur due to unusual weather conditions, such as drought or severe storms that are beyond the control of the applicant. If the practice has been certified complete and fails due to an extreme act of nature during the expected life, the applicant may apply for CSP funds in future program years for the same practice.

Agreement Violations

If a violation of a Performance and Maintenance Agreement is alleged a representative of the conservation district and/or a representative of the Commission will investigate. If the investigation determines a violation has occurred the conservation district shall notify the applicant in writing. Notification must include a description of the violation, corrective action required, and date corrective action should be complete. The conservation district shall be authorized to recover all CSP funds disbursed to the applicant if corrective action is not taken. The applicant shall not be given more than 45 days to make repayment. If the applicant does not make repayment, the conservation district shall contact the Commission for further guidance.

Cost Share Claim Process

A cost share claim can be submitted to the Commission after certification of practice

implementation has been completed and the applicant has submitted all relevant receipts. Multiple completed agreements can be submitted on the same cost share claim. For each agreement listed on the claim a copy of the following back-up documentation must be attached to the claim.

- All relevant invoices and in-kind documentation
- Performance and Maintenance Agreement
- Consent (if applicable)
- Certification of Completion and Acceptance
- Payment Calculation Sheet
- Signed Conservation Plan

Cost share claim reimbursements will be made to the conservation district by EFT. The conservation district will issue a district check to the applicant for the approved payment amount. The Commission cannot process Program Year 22 claims received after August 31, 2021.

Conservation districts must provide an IRS Form 1099-MISC to any applicant receiving \$600 or more in payment(s) from the district during a calendar year. In accordance with IRS regulations conservation districts must file a copy of each IRS 1099-MISC form along with IRS Form 1096 with the Internal Revenue Service. Neither the conservation district nor the Commission provides tax advice; the applicant may wish to consult with an independent tax advisor regarding any potential tax consequences.

IV REDUCTION OF FERAL SWINE PROGRAM POLICIES

Eligibility

Only conservation districts are eligible to apply for CSP funds for the purpose of purchasing an electronic hog trap to assist landowners' in reducing the feral swine population on their lands.

Available Monies

The Commission has set aside \$80,000 of CSP funds for the feral swine initiative.

Application Process

Conservation districts applying for CSP funds for the purchase of electronic hog traps shall submit a business plan to the Commission for approval. Business plans are due in the Commission office no later than May 1, 2020.

1. Preparation - Before preparing the business plan the conservation district board and staff must be familiar with the Feral Swine Control Act and promulgated rules, as well as state carcass disposal requirements.
2. Business Plan - The business plan must include:
 - Make and model of the electronic hog trap.
 - A current (less than 3 months old) cost quote for the electronic hog trap.
 - A policy statement that details responsibilities for assembly and de-assembly of the trap, upkeep, maintenance, transportation of the trap to and from locations, and resetting of the trap. The conservation district should restrict renters from performing maintenance on the equipment.

- A proposed rental plan that sets rental period and how costs shall be assessed (per day, weekly, or monthly rate). The rates will need to include any charges for assembly, de-assembly, resetting, transportation, mobile phone or wireless costs, normal wear and tear on the trap, maintenance, and possible damage to equipment not covered by insurance.
 - A statement verifying that the conservation district has adequate staffing resources to maintain the equipment and implement the trapping program in the district.
 - An estimated cost to the conservation district for insurance to properly cover the trap at all times, including additional liability insurance for theft, loss, and damage.
 - A draft copy of the conservation district's comprehensive hog trap rental agreement that provides clear instructions on use, responsibilities, liabilities, and safety to renters. The rental agreement must include the link to the Oklahoma Department of Agriculture, Food, and Forestry website regarding feral swine laws and rules. The conservation district must provide renters information about proper disposal of hog carcasses pursuant to state statutes.
3. **Restrictions** - When a conservation district decides to sell an electronic hog trap purchased with CSP funds they must notify the Commission before placing the trap for sale. All monies from the sale must be reported to the Commission and can only be used by the conservation district to fund CSP applicants in future program years.

Approval Process

Commission staff have 30 days to review the business plan. Conservation districts will be notified in writing of the Commission's decision.

V ADMINISTRATIVE GUIDELINES

District Reporting and Accounting

Conservation districts shall conduct the following reporting and accounting procedures:

1. Maintain a Cost Share Program Allocation Report in electronic format. The report should include data for all conservation district board approved Performance and Maintenance Agreements. Agreement approved as alternates must be labeled as 'alternate'. The report should include the following :
 - conservation district name
 - applicant's name
 - agreement number
 - expected completion date
 - obligated amount
 - agreement effective date
2. Submit the Cost Share Program Allocation Report to the Commission for review on September 1, 2020.
3. Assemble case files for each approved applicant containing the following
 - Approved application
 - Application ranking form
 - Certificate of Completion and Acceptance form
 - Performance and Maintenance Agreement
 - Conservation Plan
 - Copy of cost share claim

- Consent form
- Applicant's receipts and in-kind documentation
- Final practice design
- Map locating the practices
- Documentation of communication (verbal and written) with the applicant

Commission Reporting and Accounting

The Commission shall conduct the following reporting and accounting procedures:

1. Receive and review Cost Share Program Allocation Reports from conservation districts.
2. On or before October 1, 2020 reallocate to conservation districts with unfunded approved alternates all unobligated CSP funds returned at the end of the allocation period.

V APPROVED CONSERVATION PRACTICES AND AVERAGE COSTS

Program Year 22 approved conservation practices and average costs can be found on pages 13-17. Standards and specifications for each practice can be found on the NRCS Field Office Technical Guide website <https://efotg.sc.egov.usda.gov/#/>. Average costs (unit cost) for approved practices are based on Oklahoma NRCS data.

Conservation District Cost Share Program Year 22 Allocations

Adair	\$75,000.00	LeFlore	\$15,000.00
Alfalfa	\$45,000.00	Lincoln	\$30,000.00
Arbuckle	\$17,000.00	Little River	\$15,000.00
Atoka	\$15,000.00	Logan	\$16,000.00
Beaver	\$30,000.00	Love	\$15,500.00
Blaine	\$75,000.00	Major	\$30,000.00
Bryan	\$75,000.00	Marshall	\$15,000.00
Caney Valley	\$60,000.00	Mayes	\$15,500.00
Central North Canadian River	\$30,000.00	McClain	\$15,000.00
Checotah	\$45,000.00	McIntosh	\$60,000.00
Cherokee	\$15,500.00	Murray	\$17,000.00
Cimarron County	\$16,000.00	Muskogee	\$30,000.00
Cleveland	\$15,000.00	Noble	\$30,000.00
Coal	\$30,000.00	North Caddo	\$45,000.00
Comanche	\$15,500.00	North Fork of Red River	\$15,000.00
Cotton	\$75,000.00	Nowata	\$75,000.00
Craig	\$60,000.00	Okfuskee	\$15,500.00
Creek	\$30,000.00	Oklahoma	\$16,000.00
Custer	\$15,500.00	Okmulgee	\$15,500.00
Deer Creek	\$30,000.00	Osage	\$75,000.00
Delaware	\$30,000.00	Ottawa	\$30,000.00
Dewey	\$75,000.00	Pawnee	\$30,000.00
East Canadian	\$60,000.00	Payne	\$60,000.00
Ellis	\$15,500.00	Pittsburg	\$45,000.00
Garfield	\$16,000.00	Pontotoc	\$45,000.00
Garvin	\$45,000.00	Pushmataha	\$16,000.00
Grady	\$15,000.00	Rogers	\$45,000.00
Grant	\$45,000.00	Seminole	\$75,000.00
Greer	\$30,000.00	Sequoyah	\$45,000.00
Harmon	\$45,000.00	Shawnee	\$30,000.00
Harper	\$30,000.00	South Caddo	\$75,000.00
Haskell	\$30,000.00	Stephens	\$45,000.00
Hughes	\$45,000.00	Talihina	\$60,000.00
Jackson	\$15,500.00	Texas	\$30,000.00
Jefferson	\$45,000.00	Tillman	\$30,000.00
Johnston	\$15,000.00	Tulsa	\$15,000.00
Kay	\$15,000.00	Upper Washita	\$30,000.00
Kiamichi	\$15,500.00	Wagoner	\$30,000.00
Kingfisher	\$30,000.00	Washita	\$45,000.00
Kiowa	\$16,000.00	West Caddo	\$60,000.00
Konawa	\$75,000.00	Woods	\$45,000.00
Latimer	\$45,000.00	Woodward	\$30,000.00

Practice Code	Practice Name	Component	Unit Type	Unit Cost
314	Brush Management	Chemical Broadcast Tebuthiuron .75 lb Rate	AC	\$45.44
		Chemical Broadcast Tebuthiuron 1.0 lb Rate	AC	\$54.70
		Chemical Broadcast Tebuthiuron 1.25 lb Rate	AC	\$65.42
		Chemical Broadcast Tebuthiuron 2.0 lb Rate	AC	\$86.10
		Chemical Treatment, Broadcast, Aerial or Ground	AC	\$41.42
		Individual Plant Treatment High 201-400 Plants per Acre	AC	\$61.94
		Individual Plant Treatment Low 50-200 Plant per Acre	AC	\$26.50
		Mechanical Treatment for >51% Canopy Cover	AC	\$382.74
		Mechanical Treatment for 11-30% Canopy Cover	AC	\$151.18
		Mechanical Treatment for 31-50% Canopy Cover	AC	\$241.90
327	Conservation Cover	Native Species with Forgone Income	AC	\$425.24
		Pollinator Species with Forgone Income	AC	\$757.48
340	Cover Crop	Cover Crop - Basic (Organic and Non-organic)	AC	\$82.88
		Cover Crop - Multiple Species (Organic and Non-organic)	AC	\$100.36
		Multi Species Cover Crop on Pasture	AC	\$80.62
342	Critical Area Planting	Native & Introduced Vegetation (moderate grading)	AC	\$598.95
		Native & Introduced Vegetation (normal tillage)	AC	\$268.42
362	Diversion	Diversion	CY	\$2.46
382	Fence	Level Non-Rocky	FT	\$2.28
		Steep-Rocky	FT	\$3.00
		NOTE: Fence (382) is to be used only in conjunction with the Pond (378) or as cross fencing for grazing management. It cannot be used for property fences.		
386	Field Border	Field Border, Native Species, Forgone Income	AC	\$342.75
		Field Border, Pollinator, Forgone Income	AC	\$887.20
393	Filter Strip	Filter Strip, Native species, Forgone Income	AC	\$561.64
394	Firebreak	Constructed - Moderate Slopes with Medium Equipment	FT	\$0.30
		Constructed - Slight Slopes with Light Equipment	FT	\$0.08
		Constructed - Steep Slopes with Medium Equipment	FT	\$1.18
		Re-Construct Firebreaks where prior firebreaks existed and they are not useable	FT	\$0.14
		Vegetated, permanent firebreak	FT	\$0.20

Practice Code	Practice Name	Component	Unit Type	Unit Cost
512	Forage and Biomass Planting	Cool Season Introduced Perennial Grass. Seeding	AC	\$313.02
		Native Perennial Grass (one species)	AC	\$346.66
		Warm Season Introduced Perennial Warm Season Grasses. Seeding	AC	\$346.46
		Warm Season Introduced Perennial Warm Season Grasses: Sprigging	AC	\$400.74
		Warm Season Introduced Perennial Warm Season Grasses. Seeding with Lime	AC	\$424.74
		Warm Season Introduced Perennial Warm Season Grasses: Sprigging with Lime	AC	\$472.98
		NOTE: Forage and Biomass Planting (512) can be used to add management and plant diversity to pasture and hayland by adding cool or warm season perennial grasses, legumes, or mixes to perennial warm season grass fields.		
410	Grade Stabilization Structure	Chute, Concrete	CY	\$962.62
		Chute, Gabion Mattress	CY	\$623.18
		Chute, Rock	CY	\$95.32
		Chute, Rock with Concrete Cutoff	CY	\$81.88
		Drop Structure, Concrete	CY	\$1,578.98
		Drop Structure, Metal or Treated Lumber	SqFt	\$65.60
		Drop Structure, Rock	CY	\$396.78
		Embankment, CMP or Plastic Pipe, Ratio of Earthwork (CY) to Pipe (DIFT) is 0.40 to 0.20	DialnFt	\$5.36
		Embankment, CMP or Plastic Pipe, Ratio of Earthwork (CY) to Pipe (DIFT) is 0.70 to 0.41	DialnFt	\$6.66
		Embankment, CMP or Plastic Pipe, Ratio of Earthwork (CY) to Pipe (DIFT) is 1.0 to 0.71	DialnFt	\$8.22
		Embankment, CMP or Plastic Pipe, Ratio of Earthwork (CY) to Pipe (DIFT) is 1.3 to 1.1	CY	\$8.08
		Embankment, CMP or Plastic Pipe, Ratio of Earthwork (CY) to Pipe (DIFT) is 2.0 to 1.4	CY	\$7.84
		Embankment, CMP or Plastic Pipe, Ratio of Earthwork (CY) to Pipe (DIFT) is 4.0 to 2.1	CY	\$7.20
		Embankment, CMP or Plastic Pipe, Ratio of Earthwork (CY) to Pipe (DIFT) is greater than 4.0 (Including No Pipe)	CY	\$6.86
		Embankment, CMP or Plastic Pipe, Ratio of Earthwork (CY) to Pipe (DIFT) is less than 0.20	DialnFt	\$4.60
		Embankment, Welded Steel or Aluminum Pipe, Ratio of Earthwork (CY) to Pipe (DIFT) is 0.40 or less	DialnFt	\$8.00
		Embankment, Welded Steel or Aluminum Pipe, Ratio of Earthwork (CY) to Pipe (DIFT) is 0.70 to 0.41	DialnFt	\$9.32
		Embankment, Welded Steel or Aluminum Pipe, Ratio of Earthwork (CY) to Pipe (DIFT) is 1.0 to 0.71	DialnFt	\$10.66
		Embankment, Welded Steel or Aluminum Pipe, Ratio of Earthwork (CY) to Pipe (DIFT) is 1.3 to 1.1	CY	\$9.78
		Embankment, Welded Steel or Aluminum Pipe, Ratio of Earthwork (CY) to Pipe (DIFT) is 2.0 to 1.4	CY	\$8.90
		Embankment, Welded Steel or Aluminum Pipe, Ratio of Earthwork (CY) to Pipe (DIFT) is 4.0 to 2.1	CY	\$7.68
		Embankment, Welded Steel or Aluminum Pipe, Ratio of Earthwork (CY) to Pipe (DIFT) is greater than 4.0	CY	\$7.66
		412	Grassed Waterway	Base Waterway
Base Waterway with Gypsum	AC			\$3,879.44

Practice Code	Practice Name	Component	Unit Type	Unit Cost
561	Heavy Use Area Protection	Aggregate, Crushed Rock or Gravel in GeoCell on Geotextile	SqFt	\$3.84
		Aggregate, Crushed Rock or Gravel on Earthen Base	SqFt	\$0.92
		Aggregate, Crushed Rock or Gravel on Geotextile	SqFt	\$1.20
		Other Cementitious Material, Compacted Caliche	SqFt	\$0.50
		Other Cementitious Material, Crushed Gypsum Rock	SqFt	\$1.00
		Reinforced Concrete with Sand or Gravel Foundation	SqFt	\$4.19
315	Herbaceous Weed Treatment	Chemical application by any method	AC	\$26.10
		Forestry- Broadcast Aerial	AC	\$92.56
		Mechanical	AC	\$22.46
516	Livestock Pipeline	HDPE, Greater Than 2 Inch, Surface Installation	FT	\$4.66
		HDPE, Less Than or Equal to 2 Inch, Surface Installation	FT	\$2.18
		Plastic, 0.75 Inch to 1.25 Inch, Normal Trenching	FT	\$2.06
		Plastic, 0.75 Inch to 1.25 Inch, Rock Trenching	FT	\$3.32
		Plastic, 1.5 Inch to 2 Inch, Normal Trenching	FT	\$2.42
		Plastic, 1.5 Inch to 2 Inch, Rock Trenching	FT	\$3.68
		Plastic, Greater Than 2 Inch, Normal Trenching	FT	\$4.08
		Plastic, Greater Than 2 Inch, Rock Trenching	FT	\$5.34
590	Nutrient Management	Basic NM (Non-Organic/Organic)	AC	\$7.84
		Basic NM with Manure and/or Compost (Non-Organic/Organic)	AC	\$16.82
		Basic NM with Manure Injection or Incorporation	AC	\$30.24
378	Pond New Structures Only	Embankment, Pipe Material 1000 Diameter Inch Foot or Smaller	CY	\$4.76
		Embankment, Pipe Material 1001-1500 Diameter Inch Foot	CY	\$4.78
		Embankment, Pipe Material 1501-2500 Diameter Inch Foot	CY	\$5.08
		Embankment, Pipe Material 2501-3500 Diameter Inch Foot	CY	\$5.32
		Embankment, Pipe Material 3501-5000 Diameter Inch Foot	CY	\$5.80
		Embankment, Pipe Material 5001-7000 Diameter Inch Foot	CY	\$6.88
		Embankment, Pipe Material 7001 Diameter Inch Foot or Larger	CY	\$8.20
		Excavated or Embankment Pond, No Pipe	CY	\$4.22

Practice Code	Practice Name	Component	Unit Type	Unit Cost
338	Prescribed Burning	Level Herbaceous	AC	\$17.58
		Steep Terrain, Herbaceous Fuel	AC	\$36.76
528	Prescribed Grazing	Range Deferment	AC	\$6.30
		Standard	AC	\$13.02
533	Pumping Plant	Electric Powered Pump, 2 Hp or Less	EACH	\$1,416.20
		Electric Powered Pump, 2 HP or Less, Pressure Tank	EACH	\$1,762.30
		Electric Powered Pump, Greater Than 10 HP and Less Than or Equal to 40 HP	HP	\$534.80
		Electric Powered Pump, Greater Than 2 HP and Less Than or Equal to 10 HP	HP	\$601.84
		Electric Powered Pump, Greater Than 40 HP	HP	\$400.88
		Internal Combustion Powered Pump, Greater Than 75 HP	HP	\$607.04
		Internal Combustion Powered Pump, Less Than or Equal to 75 HP	HP	\$705.12
		Photovoltaic Powered Pumping Plant, 150 ft or Less of Total Head on Pump	EACH	\$1,951.38
		Photovoltaic Powered Pumping Plant, 151-300 ft of Total Head on Pump	EACH	\$2,863.70
		Photovoltaic Powered Pumping Plant, Greater Than 300 ft of Total Head on Pump	EACH	\$4,195.26
		Tractor Power Take Off (PTO) Pump	HP	\$155.00
		Variable Frequency Drive (VFD), 40 HP or Less	HP	\$141.46
		VFD, 100 HP and Greater	HP	\$77.18
		VFD, Greater Than 40 HP and Less Than 100 HP	HP	\$112.02
Windmill Powered Pump	FT	\$1,029.52		
550	Range Planting	Cropland to Grassland with Heavy Seedbed Preparation	AC	\$434.34
		Cropland to Grassland, Standard Prep	AC	\$412.18
		Highly Diverse Mixtures of Native Plants	AC	\$234.12
329	Residue and Tillage Management, No Till	No-Till/Strip-Till	AC	\$28.68
600	Terrace	Terrace Standard Construction	CY	\$1.22
		Terrace Reconstruction	FT	\$0.98
642	Water Well	Well depths 150 feet or less	EACH	\$4,512.14
		Wells greater than 150 feet deep to 300 feet deep.	EACH	\$8,979.82
		Wells greater than 300 feet deep to 600 feet deep	EACH	\$14,281.74

Practice Code	Practice Name	Component	Unit Type	Unit Cost
614	Watering Facility	Energy Free Fountains	Gal	\$22.39
		Freeze Proof Trough or Sheep/Goat Trough	EACH	\$1,022.51
		Watering Facility, 1001 - 1400 gallons	Gal	\$0.99
		Watering Facility, 1401 - 2100 gallons	Gal	\$0.85
		Watering Facility, 2101 - 3000 gallons	Gal	\$0.71
		Watering Facility, 3001 - 5000 gallons	Gal	\$0.60
		Watering Facility, Greater than 5,000 gallons	Gal	\$0.48
		Watering Facility, Less than 1000 gallons	Gal	\$1.51
		Watering Ramp, Rock in Geocell on Geotextile	SqFt	\$3.00

USDA-NRCS Guidance for Assisting with the 2020 State Cost Share

NRCS met with OCC leadership in January to discuss potential improvements in how NRCS assists Districts in delivering the 2020 State Cost Share program. One action item will require ranking criteria to be developed by the District prior to funding any applications. The NRCS role in the development of the ranking criteria is only to support and assist the District. The Board will be responsible for the approval of the ranking criteria. OCC guidance will include several example ranking criteria that the Boards can use for building their own system. It is still the expectation that the State Cost Share program will meet NRCS standards and specifications and have a conservation plan supporting each practice that is funded.

The other significant change regarding the program will be about how NRCS documents the need for a practice. The State Cost Share program is not an NRCS financial assistance program, so when possible NRCS will not have to go through the steps to identify a resource concern. NRCS will use the practice standard to determine if a practice is applied correctly but will not be required to document a resource concern as is done for NRCS financial assistance programs. The ranking criteria that is developed by the District will help determine the priority for practices and the desired conservation benefits for the practices included in the program. The primary State Cost Share practices that have been funded in the past include:

- Cross Fencing
- Brush Management
- Pasture Spraying
- Water Well
- Pond
- Grass Planting

The following will be the guidance for NRCS assistance on these practices:

- Cross Fencing - Must be related to rotational grazing system. Can only be a cross fence, no property boundary fencing. No grazing plan is required. NRCS should be able to provide the Conservation District Board an inventory map with information related to the grazing land condition and any related erosion issues that are present in the field.
- Brush Management – Must complete a brush inventory to determine the species of concern and the density of the brush.
- Pasture Spraying – Must complete an inventory to determine the species of concern and the magnitude of the weed problem.
- Water Well – Must comply with the requirements of the well practice and standard. Document the number of head of livestock the producer wants the well to service. Must meet water quality requirements as described in standards and specs. No grazing plan is required. Any “first water” decisions and/or restrictions will be the responsibility of the District Board.
- Pond – Must meet the standard and specs for pond practice. Any “first water” decisions and/or restrictions will be the responsibility of the District Board.
- Grass Planting – Follow practice standard. Use priorities for grass planting established by the District Board.

We must have a conservation plan on file for the producer. If a State Cost Share practice is pulled for a QAR the above guidance will be used to frame the review. State Cost Share is not an EQIP contract, but we still need to be conservation planners and provide the landowner and the Board with the relevant information needed for the practice planning and implementation.

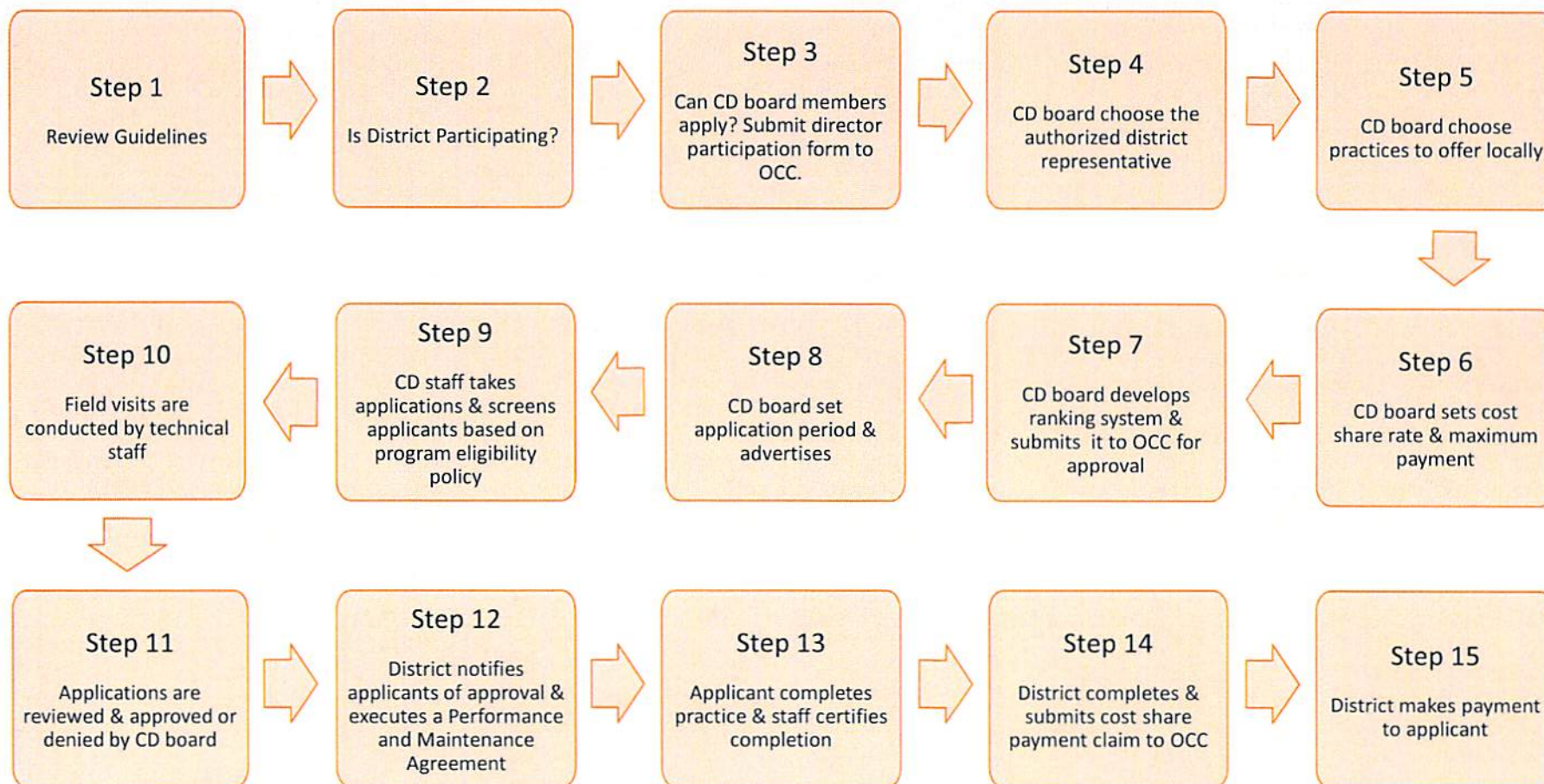
February 7, 2020

CHECKLIST OF BOARD ACTION REQUIRED

<i>All Cost Share Program actions taken <u>must</u> be recorded in the board meeting minutes. This completed form can be used as an attachment to your board meeting minutes.</i>	
1	<p><u>CONSERVATION DISTRICT PARTICIPATION</u> - Is your district participating in the current program year? You do not need to send a letter to OCC, simply take action in your board meeting.</p> <p>Date: _____ Action: _____</p>
2	<p><u>BOARD MEMBER PARTICIPATION</u> - Are district board members allowed to make application in the local program? Complete the <i>Director Participation</i> form and email it to OCC. At this point any board member making application must immediately remove themselves from board discussions and votes on program items.</p> <p>Date: _____ Action: _____</p>
3	<p><u>CHOOSE DISTRICT REPRESENTATIVE</u> - Designate the authorized district representative. This person must be a district board member. Any board member making application in the local program is not eligible to serve as the district representative.</p> <p>Date: _____ Action: _____</p>
4	<p><u>CHOOSE PRACTICES</u> - Review the conservation practices listed in the Program Year Guidelines. Approve practices and associated average costs that your district will offer locally.</p> <p>Date: _____ Action: _____</p>
5	<p><u>CHOOSE COST SHARE RATE & MAXIMUM PAYMENT</u> - Establish your district's local cost-share rate (percentage) and maximum cost-share payment amount. Your cost-share rate can't exceed 85% and the maximum cost-share payment amount can't exceed \$7,500 per participant.</p> <p>Date: _____ Action: _____</p>
6	<p><u>DEVELOP APPLICATION RANKING SYSTEM</u> - Establish your district's local program priorities and application ranking system. Submit your ranking system to OCC for review and approval prior to starting the application process.</p> <p>Date: _____ Action: _____</p>
7	<p><u>SET APPLICATION PERIOD & ADVERTISING</u> - Establish your district's application period and advertise locally.</p> <p>Date: _____ Action: _____</p>
STOP STOP Submit your ranking system to OCC for review and approval. STOP STOP	

8	RANK & APPROVE APPLICATIONS - Review and rank all applications using your district's OCC approved application ranking system. Board meeting minutes <u>must</u> include the following for each approved and funded participant: agreement number, participant name, practice(s), completion date, cost-share rate, and maximum amount. <u>Alternate participants</u> approved on the condition that funding is available, must be listed separately and include the following: agreement number, participant name, practice(s), cost-share rate, and maximum amount.	
	Date:	Action:
9	NOTIFY APPLICANT & EXECUTE AGREEMENT - For each approved application (including alternates), prepare a <i>Performance and Maintenance Agreement</i> including - agreement number, completion date, practice life span, cost share rate, and maximum cost share payment not to exceed the amount approved in item 5 above. Notify applicant and secure signatures of both parties.	
	Date:	Action:

Cost-Share Program Process



NRCS

Natural Resources Conservation Service
Chandler Field Office
201 N. Sandy Lane
Chandler, OK 74834
Telephone (405) 258-1405

Your application ranking system is not for an NRCS cost share program, it is for a local conservation district cost share program. DO NOT USE NRCS LETTERHEAD!

Application Number: _____

Ranked By: _____

Date: _____

Lincoln County Conservation District
Program Year 19
Brush Management Ranking Sheet

PRACTICE APPLYING FOR: _____

What degree is the cedar infestation:

11 to 30 % canopy: 1pts

31 to 50 % canopy: 5pts

Greater than 51 % 10pts

Total percentage of cost shared acres greater than 51 %:

What percentage of farm/ranch acres are being treated
With cost share program:

Total: _____

The Natural Resources Conservation Service provides leadership in a partnership effort to help people conserve, maintain, and improve our natural resources and environment.

An Equal Opportunity Provider and Employer

Team 16- Adair County Conservation District, Cherokee County Conservation District, Delaware County Conservation District, Ottawa County Conservation District, and Sequoyah County Conservation District

Name: _____

Date: _____

Application NO: _____

Phone NO. _____

Location: _____

E-mail address: _____

Priority # 1	10 each	
Priority # 2	7 each	
Priority # 3	5 each	
Total		

Priority #1

Brush Density > 50%

Priority #2

Brush Density 25-49%

Priority#3

Brush Density < 25%

All ties with priority level will be broken by date and time application is received

Date: _____ Time: _____

Total Score

Possible ranking questions:

The applicant has received state cost share funds within the last three years?

The applicant was previously approved for state cost share funding and practices were not completed within the completion date and resulted in cancellation.

TCCD Monthly Outreach and Activities Report

January 2020



Meetings:

01/02/2020 Sustainable Tulsa Meeting
01/07/2020 SHIWG Meeting (Rescheduled)
01/07/2020 Team 17 Staff Meeting
01/09/2020 TCCD Board Meeting
01/15/2020 Crow Creek Watershed Base Plan Meeting
01/21/2020 Rescheduled SHIWG Meeting

Special Events:

01/10 – 01/11/2020 Horticulture Industries Show in Owasso
01/22/2020 Blue Thumb Education Mini-Academy

Holidays:

01/01/2020 New Year's Day – TCCD/NRCS Office Closed
01/20/2020 Martin Luther King Day – TCCD/NRCS Office Closed

Upcoming Meetings

02/06/2020 Sustainable Tulsa Meeting
02/18/2020 SHIWG Meeting (Rescheduled)
02/18/2020 Team 17 Staff Meeting
02/19/2020 Tentative: Crow Creek Watershed Base Plan Meeting
02/20/2020 TCCD Board Meeting
02/23 – 02/25/2020 OACD Annual State Meeting

Up Coming Events:

03/07/2020 Soil, Water, & Ways Neighborhood Ecology in Glenpool, OK per Cheryl Cheadle

Upcoming NRCS Deadlines:

03/31/2020 Final CSP Payments Submitted for 2019

Upcoming Holidays:

02/17/2020 Presidents' Day – TCCD/NRCS Office Closed

Side Notes:

Work Duties Performed:

- ❖ Assemble Agenda and Minutes for Meetings
- ❖ Answer phones
- ❖ Email Correspondences
- ❖ Bill Pay/Financials
- ❖ TCCD File Organization
- ❖ NRCS File Organization
- ❖ NRCS Folder Maintenance
- ❖ NRCS Mail
- ❖ NRCS Document/Payment Scanning
- ❖ Office Mail
- ❖ Office Recycle
- ❖ Meeting Organization and Coordination
- ❖ Office Scanning
- ❖ Meeting Minutes
- ❖ State Cost Share Program Year 21
- ❖ Work the Farm Show
- ❖ 2019/2020 Taxes - Cost Share & Payroll
- ❖ Website Rebuild



Subject: Updated Memorandum of Agreement (MOA) and Cooperative Agreements with Conservation Districts

Date: December 20, 2019

To: Oklahoma Conservation Districts

Please review the attached Memorandum of Agreement (MOA) and Cooperative Agreement between the Natural Resources Conservation Service (NRCS), the Oklahoma Conservation Commission (OCC), and affiliated Conservation Districts (CDs). The current MOAs with Conservation Districts are over 10 years old and there is a nation-wide initiative to update these documents. The purpose of the agreements is to formally document the continued partnership between NRCS, OCC, and CDs. An outline of each is below:

- **Memorandum of Agreement (MOA) Objectives**
 - Continuing to support the delivery of excellent and innovative customer service;
 - Strengthening and modernizing conservation delivery to optimize efficiency and effectiveness;
 - Broadening our outreach to existing and new customers and partners;
 - Supporting science-based decision making as close to the resource issue/opportunity as possible;
 - Encouraging a voluntary approach as the primary means of accomplishing conservation goals; and
 - Using sound approaches to strengthen each Party and its role in the delivery of soil, water, and related natural resource conservation across the nation.
 - Please type or write the Board Chairman's name under the Conservation District Name on pg. 7 of this document and have your Chair sign/date.
- **Cooperative Agreement**
 - This agreement supplements the Memorandum of Agreement between the Parties and documents areas of common interest and clarifies the roles of federal, state, and local partners 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 transfer of resources between NRCS and the Partner to accomplish delivery of NRCS programs and mutual conservation priorities.
 - Please type in Board Chairman's name and title on pg. 1 of this document as "Authorized Partner Representative" and then have Chair sign/date.

These documents have been prepared nationally for all Conservation Districts. In order to expedite the approval process, we would like to make minimal modification to the agreements. Please notify Josh Ketch if you plan on making changes. Once reviewed and approved at the CD Board meeting, the District Chair will need to sign each document and scan/email to Joshua.ketch@usda.gov. After the documents are signed by both Gary O'Neill and Trey Lam, you will receive a copy of the fully executed MOA and Cooperative Agreement by email. The original will be maintained at the NRCS State Office. If you have any questions, comments, or concerns please reach out to Josh Ketch, Business Services Specialist, at (405) 742-1224.

GARY L. O'NEILL
State Conservationist, Oklahoma NRCS

Trey Lam
Executive Director, OCC

**MEMORANDUM OF AGREEMENT BETWEEN THE
United States Department of Agriculture, Natural Resources Conservation Service
AND
State of Oklahoma, Tulsa County Conservation District,
AND
The Oklahoma Conservation Commission**

I. PURPOSE

This Memorandum of Agreement (MOA) is entered into between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (hereafter referred to as NRCS), the Oklahoma Conservation Commission and the Tulsa County Conservation District.

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

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

II. BACKGROUND

The NRCS and Tulsa County Conservation District share 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 Soil Conservation Service was established in 1935 (renamed NRCS in 1994 to reflect its broader conservation mission). NRCS is committed to "helping people help the land." It provides assistance and resources for conservation practices that improve water and air quality, prevent erosion, restore wetlands, and enhance wildlife. NRCS's approach to mission delivery and customer service is deeply rooted in the notion that locally-led, voluntary efforts yield the most effective and productive outcomes.

Locally-led conservation is the principle that farmers, ranchers, and forest stewards know their lands better than anyone else based on their personal knowledge and experience with those lands. As such, they are best positioned to make optimal decisions for the benefit of their operations, its natural resource conditions, and their communities.

The first Conservation District and the first State Conservation Agency was established in 1937 to provide local leadership in natural resources management. Conservation Districts serve as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. They are responsible for promoting and carrying out their conservation programs by assisting communities and its members develop, apply, and maintain appropriate conservation practices and resource management systems. They are authorized to provide broad area planning and implementation assistance to units of government. They are a focal point for coordinating and delivering technical assistance and funding to their respective communities.

III. STATEMENT OF MUTUAL BENEFIT

In conjunction with the NRCS, the Tulsa County Conservation District coordinates and implements locally led conservation plans because of to their connections to Federal, State, Tribal, and local governments; private resources; and the public. The Parties agree to facilitate cooperation, collaboration, and agreement between agencies, landowners, and other stakeholders; develop comprehensive conservation plans; and bring those plans to the attention of landowners and others within the district.

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

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

A. Locally-Led, Voluntary Conservation

The Parties agree that locally-led, voluntary conservation must be driven by natural resource conservation needs, rather than by programs. Its primary focus is to identify natural resource concerns, along with related economic and social concerns. Locally-led conservation consists of a series of activities and phases that involve community stakeholders in natural resource planning, implementation of solutions, and evaluation of results:

1. The Conservation District shall:

- a. Assist NRCS in promoting USDA programs by participating in outreach and community education activities.
 - b. Advocate for a strong natural resource conservation program by keeping appropriate boards, landowners, legislators, county commissioners, and other key stakeholders apprised of conservation activities within the district.
 - c. Assemble and chair the USDA local working group, as chartered under the State Technical Committee and authorized by 7 CFR 610, Part C, to encourage public participation.
 - i. Encourage diverse participation in local working groups through community outreach and education, to include stakeholders from historically underserved community.
 - ii. Open local working group meetings to the public and advertise notification of meetings in one or more newspapers, including Tribal publications.
 - iii. Develop the agenda and associated materials/information for local working groups and distribute at least 14 calendar days prior to the meeting.
 - iv. Develop and file local working group meeting records within 30 calendar days of the meetings at the local NRCS office.
 - v. Adhere to local working group responsibilities and standard operating procedures, as documented in NRCS policy (Title 440, Conservation Programs Manual).
 - d. Develop the conservation needs assessment through broad-based community participation and in accordance with NRCS policy and procedures. This will provide a comprehensive evaluation of the district's natural resource base and be the basis for making decisions about local priorities or policies in all local conservation programs.
 - e. Recommend local natural resource priorities and criteria for NRCS conservation activities and programs based on the conservation needs assessment and public input.
 - f. Develop a District Long-Range Plan every five (5) years and an Annual Plan of Work each year. These documents must incorporate local and community inputs.
 - g. Identify NRCS program resources, develop and implement conservation plans and natural resource systems, and evaluate/measure the technical and community impacts of solutions.
 - h. Update NRCS on activities of local and state advisory committees and community groups attended by Conservation District board members and staff.
 - i. Cooperate and collaborate across conservation districts, as appropriate.
2. NRCS shall:
- a. Support outreach activities and ensure the Conservation District is kept informed of NRCS activities and programs on at least a monthly basis. This includes bringing technical and financial assistance opportunities (including matching fund strategies) to the attention of the Conservation District.
 - b. Work cooperatively to solicit and leverage community recommendations to inform priorities that guide the delivery of NRCS conservation programs.
 - i. Designate a representative to participate in Conservation District meetings and events, including local working group meetings. Alternatively, NRCS will chair the local working group should the Conservation District be unable or unwilling to.

- ii. **Develop and transmit written notifications to the local working group members as to the decisions made in response to their recommendations within 90 days.**
- c. **Respond to requests from the Conservation District for technical guidance and assistance, including the state cost-share program.**
- d. **Partner with local and Tribal agricultural, conservation, agency, and community groups where possible, to further Conservation District natural resource conservation goals and objectives.**
- e. **Provide an annual summary of NRCS accomplishments to the Conservation District.**

B. Adherence to Technical Standards

The Parties agree to the use of science-based decision-making to address local natural resource issues. Implementation of sound conservation plans and practices will strengthen each party, as well as their roles in the delivery of soil and water conservation.

1. **The Conservation District shall:**
 - a. **Adhere to Federal, State, Local, and Tribal laws and regulations.**
 - b. **Adopt NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and other science-based technical standards.**
 - c. **Leverage and promote use of USDA technologies and applications, as appropriate.**
 - d. **Assign conservation practice job approval authority to its personnel based on employee knowledge, skill, and ability level, and within applicable laws and guidelines. Obtain NRCS concurrence for job approval for practices involving USDA authorities or programs.**
 - e. **Participate in local, state, and national opportunities for policy, program, and project development.**

2. **NRCS shall:**
 - a. **Develop, update, and disseminate technical standards, policies, and procedures.**
 - b. **Seek input and comment from communities on natural resource conservation policies and issues.**
 - c. **Inform the Conservation District and communities when pending statutes, laws, regulations, policies, or procedures may have a significant impact on the community.**
 - d. **Develop and provide access to USDA technologies and applications to facilitate shared standards, as appropriate.**
 - e. **Evaluate non-NRCS employees and assign job approval authority in accordance with NRCS policy and consistent with State laws.**
 - f. **Provide engineering job approval, as based on job class and in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.**
 - g. **Provide conservation planning certifications for non-NRCS employees in accordance with the NRCS policy and Federal, State, and local laws, regulations and codes.**

- h. Create and promote opportunities for the Conservation District board members and staff to participate in policy, program, and project development.
 - i. Provide technical or other training for conservation partnership employees in conjunction with its own training, or as separate events. Training must be consistent with and support of NRCS's mission objectives. As such, the principle emphasis will be on the support and delivery of field-based conservation technical assistance.
3. Oklahoma Conservation Commission shall:
- a. Adhere to Federal, State, Local, and Tribal laws and regulations.
 - b. Adopt NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and other science-based technical standards.
 - c. Leverage and promote use of USDA technologies and applications, as appropriate.
 - d. Assure state statutes and regulations are observed by all parties.
- C. Data and Information Sharing
- 1. Any information furnished to NRCS under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
 - 2. Activities performed under this agreement may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
 - 3. Conservation District 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. The Partner's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
 - 4. See Appendix A, "ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS." The signatory agrees to abide by these requirements as a condition of receiving access to such information.

IV. GENERAL PROVISIONS

A. Period of Performance

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

B. Amendments

1. This MOA may be extended or amended upon written request of either Party and the subsequent written concurrence of the other. Either of the parties may terminate this MOA with a 60-day written notice to the other.
2. This state-level MOA may be supplemented by a local-level MOA, if desired and mutually agreed to by the parties. The local-level MOA reflects locally developed detailed working arrangements, to include NRCS's and Conservation District's Annual Workplan and/or Plan of Operations. These may include, but are not limited to, documenting specific objectives or goals, action items, provision for documentation of accomplishments, schedule of planned events, and assignment of responsibilities.

C. Transfer of Funding or Non-Monetary Resources

1. This MOA is established to document the collaborative relationship between the Parties. Nothing in this MOA shall require either Party to obligate or transfer funding, or anything of value. This may include, but is not limited to:
 - a. Office spaces and equipment/supplies
 - b. Vehicles and associated expenses (e.g., fuel, maintenance)
 - c. Computers, software, and technical equipment
2. Specific work projects or activities that involve the transfer of funds, services, or property will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations. The appropriate instruments include:
 - a. Cooperative Agreement (2 CFR 200.24), which allows federal agencies to transfer a thing of value to the State, local or Tribal government, or other recipient to carry out a public purpose of support or stimulation authorized by law of the United States.
 - b. Contribution Agreement (7 CFR 6962a), which is a unique statutory authority allowing NRCS to enter into an agreement with a non-federal entity that shares a mutual purpose in carrying out NRCS programs. All parties must contribute resources to the accomplishment of these objectives.
 - c. Reimbursable Agreement (31 USC 6505; PL 90-577), which allows federal agencies to provide specialized or technical services to State and local governments.

D. Other

1. This MOA is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.

2. The Department of Agriculture and Conservation District and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
3. All activities and programs conducted under this MOA shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving federal financial assistance from the Department of Agriculture or any Agency thereof.
4. All activities conducted under this MOA shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
5. Contacts for each Party for administrative or technical concerns are listed below:

Natural Resources Conservation Service	Tulsa County Conservation District
Josh Ketch, Business Services Specialist 405-742-1224 Joshua.ketch@usda.gov	Gabriel Parker 918-877-9559
Oklahoma Conservation Commission	
Lisa Knauf-Owen, Assistant Director 405-521-6797 Lisa.knauf@conservation.ok.gov	

V. SIGNATURES

Signature:
Gary O'Neill, State Conservationist
USDA Natural Resources Conservation Service

DATE:

Signature:
Tulsa County Conservation District

DATE:

Signature:
Oklahoma Conservation Commission

DATE:

APPENDIX A

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

I. Purpose and Background

The purpose of this Acknowledgment of Section 1619 compliance (hereinafter, "Acknowledgment") is to require acknowledgment by the Tulsa County Conservation District (hereinafter, the "Conservation Cooperator") of the requirements of 7 USC 8791 (Section 1619 of the Food, Conservation, and Energy Act of 2008 (the 2008 Farm Bill)), which prohibits disclosure of certain information by the Department of Agriculture (USDA) and its cooperators. The Conservation Cooperator assists USDA in the delivery of conservation-related services (for example, services that sustain agricultural productivity, improve environmental quality, reduce soil erosion, enhance water supplies, improve water quality, increase wildlife habitat, and reduce damages caused by floods and other natural disasters) or with monitoring, assessing, or evaluating of conservation benefits from USDA conservation programs under a Federal agreement. Those individuals or organizations (governmental or nongovernmental) that assist USDA with providing conservation-related services are known as Conservation Cooperators.

II. NRCS Conservation Cooperator

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

III. Section 1619 of the 2008 Farm Bill

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

“contractor or cooperator” of USDA within the meaning of Section 1619. Accordingly, the Conservation Cooperator may not subsequently disclose any information protected by section 1619. By entering the agreement that references this Acknowledgement, the Conservation Cooperator is certifying future compliance with the statutory obligations under Section 1619.

IV. Responsibilities

A. The Conservation Cooperator certifies that:

- 1. It acknowledges and understands that the Conservation Cooperator is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Conservation Cooperator will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this Acknowledgment. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The Conservation Cooperator will be held responsible should disclosure of the protected information occur.**
- 2. Acceptance of the agreement referencing this Acknowledgment legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the Conservation Cooperator to comply with the provisions in Section 1619. The Conservation Cooperator must consult with USDA prior to providing protected information to an entity or individual outside of the Conservation Cooperator and as necessary to implement the program to ensure that such release is permissible.**
- 3. The Conservation Cooperator will use the protected information only to perform work that is directly connected to conservation related services or perform monitoring, assessing, or evaluating conservation benefits, as specified in the agreement between NRCS and the Conservation Cooperator (hereinafter, “the Work”). Use of the protected information to perform work that is not directly connected to the Work is expressly prohibited.**
- 4. The Conservation Cooperator must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information in order to perform the Work.**
- 5. The provisions in Section 1619 are continuing obligations. Even when the Conservation Cooperator is no longer a Conservation Cooperator, or when individuals currently affiliated with the Conservation Cooperator become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with the provisions of this Acknowledgment.**
- 6. 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.**

7. When the Conservation Cooperator is unsure whether particular information is covered or protected by Section 1619, the Conservation Cooperator must consult with USDA to determine whether the information must be withheld.
8. 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.
9. Use of the protected information for any purpose is expressly prohibited when an individual or organization is no longer a Conservation Cooperator. When the Conservation Cooperator is no longer a Conservation Cooperator, any protected information provided under this Acknowledgment must be immediately destroyed or returned to USDA. The Conservation Cooperator must provide to USDA written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
10. 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.

V. Protected Information

- A. An example of the type of information prohibited by disclosure under Section 1619 includes, but is not limited to, the following:
 1. State identification and county number (where reported and where located).
 2. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
 3. Farm, tract, field, and contract numbers.
 4. Production shares and share of acres for each Farm Serial Number (FSN) field.
 5. Acreage information, including crop codes.
 6. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
 7. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
 8. Location of conservation practices.
- B. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program *that is otherwise authorized by law*" (emphasis added). The names and payment information of

producers generally may be provided to the public; however, the Conservation Cooperator shall consult with USDA if there is any uncertainty as to the provision of such information.

- 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 Conservation Cooperator must consult with USDA as to whether specific information falls within this exception prior to relying on this exception.

VI. Violations

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

VII. Effective Period

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

Unfunded Cooperative Agreement Face Sheet

Agreement Number N4020CWF0010114		Amendment No.	Period of Performance Final Signature through 9/30/2024	DUNS:
				EIN:
Natural Resources Conservation Service (NRCS) (Name and Address) USDA/NRCS Oklahoma State Office 100 USDA Suite 206 Stillwater, OK 74074			Partner Organization (Name and Address) Tulsa County Conservation District 6660 South Sheridan, Suite 120 Tulsa, OK 74133	
NRCS Program Contact Josh Ketch joshua.ketch@usda.gov 405-742-1224		FPAC - BC Administrative Contact: Nicole Williams nicole.williams@usda.gov 202-772-6019	Partner Program Contact: Gabriael Parker 918-877-9559	Partner Administrative Contact: Gabriael Parker 918-877-9559
CFDA Number 10.902	Authority 16 U.S.C. 590 a-f	Type of Action i. New Agreement	Instrument type Unfunded Cooperative Agreement	
Location: Tulsa County, Oklahoma				
<p>Details:</p> <p>The agreement will specify the transfer of resources between NRCS and the Partner to accomplish delivery of NRCS programs and mutual conservation priorities.</p> <p>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.</p> <p>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.</p>				
Name and Title of Authorized Agency Representative Gary O'Neill, State Conservationist		Signature		Date
Name and Title of Authorized Partner Representative		Signature		Date

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 and employer.

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

Statement of Work

I. Purpose

The purpose of this agreement is to accelerate delivery of Farm Bill programs and enhance conservation delivery through a partnership with the Tulsa County Conservation District. The Natural Resources Conservation Service (NRCS) and Tulsa County Conservation District (Partner) (together, Parties) have a mutual interest in delivering timely and effective assistance to customers participating in USDA programs and addressing natural resource concerns.

This agreement supplements the Memorandum of Agreement between the Parties and documents areas of common interest and clarifies the roles of federal, state, and local partners 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 transfer of resources between NRCS and the Partner to accomplish delivery of NRCS programs and mutual conservation priorities.

II. Objectives

The Parties will jointly address opportunities, concerns, and problems related to the use of natural resources that help keep land healthy. Benefits of these activities include sustained and improved agricultural productivity; 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 Required" section of this agreement. Because the level of support offered by each party may vary from year to year, at the beginning of each agreement 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 Partner or any member of Partner. They also shall not assist the Partner or

any member of the Partner with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with Partner, or any member of Partner, concerning future employment and shall refrain from participation in work regarding the Partner until approved by the Agency.

B. Partner 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. Provide an annual report of activities and accomplishments to NRCS Team 17 District Conservationist by the end of each fiscal year.
4. By entering into this agreement, the undersigned attests that the Partner:
 - 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, Partner agrees to comply with 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 Partner.

V. Expected Accomplishments and Deliverables

See the attached Memorandum of Agreement (MOA) N4020MOU0010125, which documents the mutually agreed-to responsibilities of the parties and is incorporated herein.

VI. Resources Required

NRCS and the Partner 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 Partner will not be permitted to use NRCS resources.

A. 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. Partner 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 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 Partner for official NRCS business. GOVs shall not be used to support any revenue-generating activity for the Partner.
5. The Partner 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 Partner. Except in the case of an accident caused by a Partner 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 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 Partner in fulfilling the terms and conditions of this attachment at the local level.
9. Home-to-work transportation by Partner employees is prohibited.
10. The Partner 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 Partner 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 GOVs.
12. The Partner will ban all vehicle operators from text messaging and using tobacco (smoke and smokeless) while using GOVs.
13. The Partner will utilize the NRCS-provided fleet card to pay for all fuel and repairs, with the exception of accident repairs for which the Partner is paying an auto repair facility directly (see accident provisions below). The Partner 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. Partner drivers must safeguard the fleet card at all times to prevent it from potential unauthorized use.
14. The Partner will immediately report all vehicle accidents and traffic violations to NRCS and complete all required documents to report accidents. The Partner 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 Partner operator and pay all traffic violation citations.

15. The Partner will assume responsibility for claims arising from accidents caused by Partner Drivers. The Partner will be responsible for receiving, processing, and paying tort claims that are submitted due to an accident caused by a Partner driver.
16. The Partner 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 Partner 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 Partner 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 Partner must abide by all other appropriate policies governing GOV use.

B. 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. NRCS may have reserved work spaces in Tulsa County Conservation District offices or spaces on a full time basis, as well as access to common spaces such as conference rooms, kitchens, etc.

C. Equipment and Technology

1. NRCS will provide the Partner 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 Usage Report.

VIII. Special Provisions

- A. This agreement may be extended or amended upon written request of either NRCS or the Partner and the subsequent written concurrence of the other. Either the NRCS or the Partner may terminate this agreement with a 60-day written notice to the other.
- B. The Partner 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 Partner 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. The Partner's 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. The Partner's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
 3. The Partner 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 Partner 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 Partner is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Partner 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 Partner 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 Partner to comply with the provisions in Section 1619. The Partner must consult with NRCS prior to providing protected information to an entity or individual outside of the Partner and as necessary to implement the program to ensure that such release is permissible.**
- c. **The Partner 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 Partner 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 Partner is no longer a Partner, or when individuals currently affiliated with the Partner 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 Partner 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 Partner is unsure whether particular information is covered or protected by Section 1619, the Partner 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 Partner 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 Partner 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 Partner must consult with NRCS as to whether specific information falls within this exception prior to relying on this exception.
3. Violations. The Partner will be held responsible for violations of this provision and Section 1619. A violation of this provision by the Partner may result in action by NRCS, including termination of the underlying Federal agreement.
4. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until NRCS notifies the Partner 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 Board supervisors are advised of record policies and procedures and that NRCS records and District 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 Partner Records are subject to the Open Records Act.
3. Any Board member or Partner 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 Board members or Partner personnel will be paid by the NRCS.

4. In the event of a lapse in appropriations and government shutdown, the Partner will not be permitted access to any NRCS records.

I. Technical Standards

Partner personnel must use the NRCS Field Office Technical Guide (FOTG) and/or other science-based technical standards 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 Partner 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.

Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report

Agreement Number **N4020CWF0010114**

Partner Name **Tulsa County Conservation District**

Period of report **10/1/2019 - 9/30/2020**

Date **11/15/2019**

Service	Quantity	Provided by	
		NRCS	Partner
Space Provided	<p>Square Footage 300 sf of office space</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vehicle Usage	<p>Mileage 500 miles</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Equipment usage	<p>Details Conservation District is allowed to use NRCS phone lines and internet and has the ability to use NRCS computers/network, when needed.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Personnel	<p>Hours provided and position title 200 hours of assistance provided by NRCS District Conservations and staff (Soil Conservationist, Soil Conservation Technician, Resource Conservationist). 200 hours provided by Conservation District staff - District Secretary and/or District Manager.</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>