

AGENDA

**Board of Directors Special Meeting
Tulsa County Conservation District
6660 S. Sheridan Rd. Suite 120
Tulsa, OK 74133**

August 25, 2020 - 4:00 PM

FREECONFERENCECALL.COM TELECONFERENCE MEETING

Public Access Meeting Links:

URL – <https://www.freeconferencecall.com/tulsaccd>

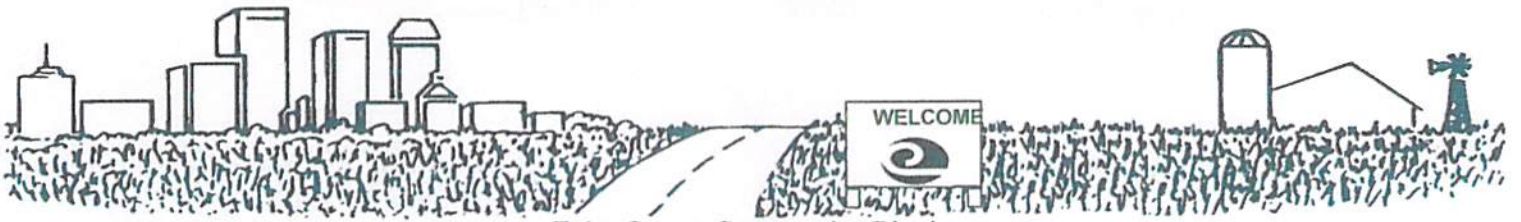
Conference Number – (701) 802-5222 Access Code: 643736

Public Access to handout material:

Please email tulsaccd@conservation.ok.gov at least 10 minutes prior to meeting to have materials emailed back to you.

1. Meeting called to order
2. Roll Call
3. Approval of Minutes from the July 9, 2020 Regular Meeting
4. Approval of Financial Statements & District Budget for Period Ending July 31, 2020
5. Approval of District Reimbursement Claims and Payment of Bills Owed by the District for July 2020
6. Approval of District Employee Timesheet & Leave Records for the Month of July 2020
7. Cost Share Program Year 22
 - A. Approval of Cooperator Agreement for Wade and Rebecca Davis
 - B. Discussion and Approval of Application for Wade and Rebecca Davis
 - C. Discussion of Ranking and Allocation of Remaining Funds for Program Year 22
8. Discussion and/or Possible Action on the Following District Operation Items:
 - A. Discussion and Acceptance of District Conservationist Agency Report for July 2020
 - B. Discussion and Approval of the NRCS Farm Bill Performance Worksheets for July 2020
 - C. Discussion of the TCCD Monthly Activities and Outreach Report for July 2020
 - D. Covid-19 Updates
 - E. Discussion and Approval of Joint Plan of Operation for FY-21
 - F. Discussion and possible action to approve the Memorandum of Agreement between USDA – Natural Resources Conservation Service, _____ Conservation District and the Oklahoma Conservation Commission.
 - G. Discussion and possible action to approve the Cooperative Agreement between USDA – Natural Resources Conservation Service, _____ Conservation District and the Oklahoma Conservation Commission.
9. New Business:
10. Public Comments:
11. Adjourn:

Next regularly scheduled meeting is September 10, 2020 via Teleconference



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 **August 25, 2020** were approved as written by a vote in the **Regular Meeting** of the Board of Directors held **September 10, 2020**



Chair, Board of Directors

9/11/2020
Date

Attest:



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

Date: August 25, 2020
Time: 4:00 PM

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

Members Absent: None

Others Present: Gabrielael Parker, District Secretary
Christopher Best, NRCS Team 17 District Conservationist

1. Meeting Called to Order:

Chairman, Tom Tolbert called the meeting to order at 4:11 PM. He noted this was a regular meeting and held in compliance with the Open Meeting Act. This meeting will include teleconferencing in compliance with the Open Meetings Act as amended by S.B. 661. Public access to the meeting could be accessed through the links above. Notice of this meeting is on file with the county clerk's office. The agenda for this meeting was posted on August 21, 2020 in the front window 6660 S. Sheridan Rd., Suite 120 Tulsa, OK 74133

2. Roll Call

3. Approval of Minutes from the July 9, 2020 Regular Meeting

After a review of the previous meeting minutes and determining nothing needed to be changed, Jana Black made a motion to approve the minutes from the July 9, 2020 Regular Meeting as presented. Sherry Laskey 2nd the motion. Nays: None. The motion carries.

4. Approval of Financial Statements & District Budget for Period Ending July 31, 2020

Sherry asked if it was normal for us to pay mileage to and from Gabrielael Parker's house? Gabrielael and Tom Tolbert said, in normal circumstances, it is prohibited. Since Gabrielael is working from home because the office is closed due to Covid-19, her home is the office. Tom said they approved the temporary change when the office first closed in April 2020. Gabrielael said when she goes back to the office, she would no longer document mileage from her house. Jana Black made a motion to approve the financial statements & district budget for period ending July 31, 2020. Sherry Laskey 2nd the motion. Nays: None. The motion carries.

5. Approval of District Reimbursement Claims and Payment of Bills Owed by the District for July 2020

After a brief discussion, Jana Black made a motion to approve the financial statements & district budget for period ending June 30, 2020. Sherry Laskey 2nd the motion. Nays: None. The motion carries.

6. Approval of District Employee Timesheet & Leave Records for the Month of July 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.

7. Cost Share Program Year 22

A. Approval of Cooperator Wade and Rebecca Davis

Jana Black made a motion to approve the cooperator agreement for Wade and Rebecca Davis. Sherry Laskey 2nd the motion. Nays: None. The motion carries.

B. Discussion and Approval of Application for Wade and Rebecca Davis

Gabriel Parker said the Davis's need to build a pond. It Freddy Trujillo estimated the pond size would be about 1800 cubic feet with a pipeline. Jana Black made a motion to approve Application for Wade and Rebecca Davis. Sherry Laskey 2nd the motion. Nays: None. The motion carries.

C. Discussion of Ranking and Allocation of Remaining Funds for Program Year 22

Gabriel Parker said we have \$5,000 dollars available to allocate to the Davis's. She did include the ranking for the pond, but it did not really matter because we only have \$5000. The board agreed. Jana Black made a motion to approve the remaining \$5000 cost share funding for Wade and Rebecca Davis. Sherry Laskey 2nd the motion. Nays: None. The motion carries.

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

A. Discussion and Acceptance of District Conservationist Agency Report for July 2020

After a brief discussion, Sherry Laskey made a motion to accept the District Conservationist Agency Report for June 2020. Jana Black 2nd the motion. Nays: None. The motion carries.

B. Discussion and Approval of the NRCS Farm Bill Performance Worksheets for July

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

C. Discussion of the TCCD Monthly Activities and Outreach Report for July 2020

Gabriel Parker said because of Covid-19, there has not been any outreach activities in July. She did say that did change in August with the launch of Yard by Yard Program. She said we have about seven or eight potential interested in participating. She and Cheryl Cheadle had already certified four yards and scheduled to check out another one on August 31st. We had a couple of Team meetings and two board meetings. She has a few activities scheduled for September. No further action needed to be taken at this time.

D. Covid-19 Updates

Gabriel Parker said as far as the office goes, Tulsa is still in the gating stage. The office is still holding at 50% office staff capacity. OCC also sent an email strongly suggesting districts not participate in any trade shows, major public events, major meetings, or county fairs. Christopher Best informed her that since we are in the gating phase, I was not even permitted to meet other NRCS/District staff in their parking lot. I am not supposed to leave the county for official business. Even if other offices opened to the public, I still would not be able to go to Mayes for in-person meetings because Tulsa is not out of the gating phase. Chris confirmed that update. No further action needed to be taken at this time.

E. Discussion of Joint Plan of Operation and Guidelines and Approval of Joint Plan of Operations for FY-21

Gabriel Parker said after the discussions from the July 9th meeting, she was able to incorporate the Yard by Yard program in the FY-2021 special project. She also updated the progress in the progress section. She said she also updated the progress of other items throughout the rest of the plan. The board reviewed the changes and did not see anything that needed to be changed. Sherry Laskey made a motion to approve the FY-202 Joint Plan of Operation. Jana Black 2nd the motion. Nays: None. The motion carries.

Christopher Best exited the meeting at 5:00 PM

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

Tom Tolbert asked Gabriel Parker if there was anything in these agreements that need further discussion since the last time they were reviewed. Gabriel said no and that is why she sent them before the meeting. She wanted to make sure they had a chance to refresh their memories. Sherry Laskey made a motion to approve the Memorandum of Agreement between USDA – Natural Resources Conservation Service, Tulsa County Conservation District and the Oklahoma Conservation Commission. Jana Black 2nd the motion. Nays: None. The motion carries.

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

After a brief discussion, Jana Black made a motion to approve the Cooperative Agreement between USDA – Natural Resources Conservation Service, Tulsa County Conservation District and the Oklahoma Conservation Commission. Sherry Laskey 2nd the motion. Nays: None. The motion carries.

10. New Business:

Gabriel Parker let the board know that she was not getting paid on time and she wanted to talk to the board about it. Gabriel explained that the extra taxes on the locally earned funds eat away at what little extra we have. We have not asked TACF for assistance for FY-2020 or FY-2021 yet, so we are working off the bare bones of cash flow. Gabriel said she did not want to not pay the federal taxes, so she compromises between payroll and taxes. Tom said he is embarrassed, and we need to figure out how to rectify this. Gabriel has mentioned this problem to the board before, but not in this direct way. Jana blacked asked Gabriel Parker if it would be possible to save money to help pay payroll or other bills by cutting out the Cox internet. Gabriel said it would save us \$82.25 a month. Gabriel said she would check an let them know what she found out in the next meeting. The board said we need to keep on this issue until it is solved. No further action needed be taken at this time.

11. Public Comments:

None

12. Adjourn:

Meeting Adjourned at 5:30 PM

Next regularly scheduled meeting is September 10, 2020 Via Teleconference

2:23 PM
08/06/20
Accrual Basis

Tulsa County Conservation District
Profit & Loss
July 2020

	<u>Jul 20</u>
Income	
OCC General Exp Reimbursements	325.37
Total Income	<u>325.37</u>
Expense	
Internet	82.22
Office Supplies	71.99
Outreach Programs	46.59
Payroll Tax	174.02
Postage	56.80
Travel	27.03
Total Expense	<u>458.65</u>
Net Income	<u><u>-133.28</u></u>

2:23 PM
 08/08/20
 Accrual Basis

Tulsa County Conservastion District
Profit & Loss Detail
 July 2020

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Income								
OCC General Exp Reimbursements								
Deposit	7/10/2020		OCC	May General ...		Arvest Checki...	325.37	325.37
Total OCC General Exp Reimbursements							325.37	325.37
Total Income							325.37	325.37
Expense								
Internet								
Check	7/29/2020		COX Communicatio...	July 2020 Pa...		Arvest Checki...	82.25	82.25
Deposit	7/31/2020		Arvest	Interest Pay...		Arvest Checki...	-0.03	82.22
Total Internet							82.22	82.22
Office Supplies								
Check	7/14/2020		Office Depot	June Purcha...		Arvest Checki...	56.99	56.99
Check	7/15/2020		Office Depot	June Payme...		Arvest Checki...	15.00	71.99
Total Office Supplies							71.99	71.99
Outreach Programs								
Check	7/31/2020		Johnston Seed	Purchase of ...		Arvest Checki...	46.59	46.59
Total Outreach Programs							46.59	46.59
Payroll Tax								
Check	7/15/2020		Oklahoma Tax Com...	June 2020 P...		Arvest Checki...	100.00	100.00
Check	7/22/2020		Oklahoma Employ...	4th Quarter 2...		Arvest Checki...	74.02	174.02
Total Payroll Tax							174.02	174.02
Postage								
Check	7/20/2020		USPS	Purchase of ...		Arvest Checki...	56.80	56.80
Total Postage							56.80	56.80
Travel								
Check	7/21/2020	8738	Gabriel S Parker	May 2020 Mil...		Arvest Checki...	27.03	27.03
Total Travel							27.03	27.03
Total Expense							458.65	458.65
Net Income							-133.28	-133.28



P O BOX 1670
LOWELL AR 72745

Statement Ending 07/31/2020

TULSA COUNTY CONSERVATION

Page 1 of 4

Customer Number:

ADDRESS SERVICE REQUESTED

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

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		\$562.45
Total Current Value		\$562.45

NON-PROFIT INTEREST CHECKING

Account Summary			Interest Summary		
Date	Description	Amount	Description	Amount	
07/01/2020	Beginning Balance	\$695.73	Annual Percentage Yield Earned	0.00%	
	2 Credit(s) This Period	\$325.40	Interest Days	0	
	8 Debit(s) This Period	\$458.68	Interest Earned	\$0.00	
07/31/2020	Ending Balance	\$562.45	Interest Paid This Period	\$0.03	
			Interest Paid Year-to-Date	\$0.78	
			Interest Withheld Year-to-Date	\$0.00	

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

Electronic Credits

Date	Description	Amount
07/10/2020	VENDOR PAYMENTS MISC REIMB TULSA COUNTY CONSERVAT	\$325.37

Other Credits

Date	Description	Amount
07/31/2020	INTEREST PMT	\$0.03

Electronic Debits

Date	Description	Amount
07/14/2020	OFFICE DEPOT ONLINE PMT TULSA CO CONSERVATION	-\$56.99
07/15/2020	TAX PAYMENTS OK TAX PMT	-\$100.00
07/15/2020	OFFICE DEPOT ONLINE PMT TULSA CO CONSERVATION	-\$15.00
07/20/2020	USPS.COM POSTAL STORE DDA PIN POS PUR CD5315 800-782-6724 MO#020027600290	-\$56.80



NON-PROFIT INTEREST CHECKING

Electronic Debits (continued)

Date	Description	Amount
07/22/2020	EMPL SEC COMM EMPL SEC 2002262697	-\$74.02
07/29/2020	COX COMM TUL BANK DRAFT Tulsa County Conservat	-\$82.25
07/31/2020	JOHNSTON SEED COMPANY DDA PIN POS PUR CD5315 ENID OK#021322100438	-\$46.59

Checks Cleared

Check Nbr	Date	Amount
8738	07/21/2020	\$27.03

* Indicates skipped check number

Daily Balances

Date	Amount	Date	Amount	Date	Amount
06/30/2020	\$695.73	07/15/2020	\$849.11	07/22/2020	\$691.26
07/10/2020	\$1,021.10	07/20/2020	\$792.31	07/29/2020	\$609.01
07/14/2020	\$964.11	07/21/2020	\$765.28	07/31/2020	\$562.45



P O BOX 1670
LOWELL AR 72745

Statement Ending 07/31/2020

TULSA COUNTY CONSERVATION

Page 1 of 2

Customer Number:

ADDRESS SERVICE REQUESTED

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

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		\$83.86
Total Current Value		\$83.86

NON-PROFIT INTEREST CHECKING

Account Summary

Date	Description	Amount
07/01/2020	Beginning Balance	\$83.86
	0 Credit(s) This Period	\$0.00
	0 Debit(s) This Period	\$0.00
07/31/2020	Ending Balance	\$83.86

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.00%
Interest Days	0
Interest Earned	\$0.00
Interest Paid This Period	\$0.00
Interest Paid Year-to-Date	\$0.04
Interest Withheld Year-to-Date	\$0.00

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

Daily Balances

Date	Amount
06/30/2020	\$83.86

ACCOUNT ID:
FILING FREQUENCY: Quarterly

FILING PERIOD: June 30, 2020
DUE DATE: July 20, 2020
RECEIVED DATE: July 21, 2020

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

Amended Return

Number of Employees	1
Wages Paid	\$7,401.66
Tax Withheld	\$300.00
Interest	\$0.00
Penalty	\$0.00
Total Due	\$300.00
Total Monthly and Semi-Monthly Prepayments Received	\$300.00
Total Balance Due	\$0.00

2nd Quarter 2020 Report
4th Quarter FY-2020 Report

FOR YOUR RECORDS ONLY

Oklahoma Employment Security Commission

EMPLOYERS QUARTERLY CONTRIBUTION REPORT

Cashier: P O Box 52004 Oklahoma City, Ok 73152-2004

Your report has been received, DO NOT mail a copy of the Employers Quarterly Contribution Report with payment.

1. Employee SSN	Change Type	2. Last Name	First Name	Middle Name	3. Total Wages Paid	4. Taxable Wages Paid
					\$7,401.66	\$7,401.66
REPORT TOTAL					\$7,401.66	\$7,401.66

14. Monthly count of all full and part-time workers who worked or received pay subject to unemployment insurance for the payroll period that includes the 12th of the month.

Month 1 Month 2 Month 3

15. Oklahoma Account Number:
 16. Federal I.D. No:
 17. Qtr / Yr:
 18. Due Date:
 19. Employer Name / Address

TULSA COUNTY CONSERVATION DIST	
6660 S Sheridan Rd Ste 120	
TULSA	OK
74133	- <input type="text"/>

Confirmation No.: **EA3F62C907**

5. TOTAL WAGES PAID.....	\$7,401.66
6. TAXABLE WAGES PAID.....	\$7,401.66
7. Contribution Rate for This Quarter.....	1%
8. Contributions Due.....	\$74.02
9. Interest Due.....	\$0.00
10. 10% Penalty Due + \$100.00 Penalty Due.....	\$0.00
11. Debit.....	\$0.00
12. AMOUNT DUE.....	\$74.02
13. Amount Paid.....	

I certify this report is correct and no contribution is paid by any employee

Contact Name:	Gabraiel Parker
Title:	District Secretary
Contact Phone:	918-877-9559
Date:	7/30/2020

**2nd Quarter 2020 Report - 4th Quarter FY - 2020 Report
 April, May June**

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/county Foreign postal code

Report for this Quarter of 2020
 (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: June 12 (Quarter 2), Sept. 12 (Quarter 3), or Dec. 12 (Quarter 4)	1	<input type="text" value="1"/>
2	Wages, tips, and other compensation	2	<input type="text" value="7401.66"/>
3	Federal income tax withheld from wages, tips, and other compensation	3	<input type="text" value="1050.00"/>
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="7683.21"/>	<input type="text" value="952.72"/>
5a (i)	Qualified sick leave wages	<input type="text"/>	<input type="text"/>
5a (ii)	Qualified family leave wages	<input type="text"/>	<input type="text"/>
5b	Taxable social security tips	<input type="text"/>	<input type="text"/>
5c	Taxable Medicare wages & tips	<input type="text" value="7683.21"/>	<input type="text" value="222.81"/>
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	<input type="text"/>	<input type="text"/>
5e	Total social security and Medicare taxes. Add Column 2 from lines 5a, 5a(i), 5a(ii), 5b, 5c, and 5d	5e	<input type="text" value="1175.53"/>
5f	Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions)	5f	<input type="text"/>
6	Total taxes before adjustments. Add lines 3, 5e, and 5f	6	<input type="text" value="2225.53"/>
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"/>
9	Current quarter's adjustments for tips and group-term life insurance	9	<input type="text"/>
10	Total taxes after adjustments. Combine lines 6 through 9	10	<input type="text" value="2225.53"/>
11a	Qualified small business payroll tax credit for increasing research activities. Attach Form 8974	11a	<input type="text"/>
11b	Nonrefundable portion of credit for qualified sick and family leave wages from Worksheet 1	11b	<input type="text"/>
11c	Nonrefundable portion of employee retention credit from Worksheet 1	11c	<input type="text"/>

Name (not your trade name)

Employer identification number (EIN)

Tulsa County Conservation District

Part 1: Answer these questions for this quarter. (continued)

- 11d Total nonrefundable credits. Add lines 11a, 11b, and 11c 11d
- 12 Total taxes after adjustments and nonrefundable credits. Subtract line 11d from line 10 12
- 13a 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 13a
- 13b Deferred amount of the employer share of social security tax 13b
- 13c Refundable portion of credit for qualified sick and family leave wages from Worksheet 1 13c
- 13d Refundable portion of employee retention credit from Worksheet 1 13d
- 13e Total deposits, deferrals, and refundable credits. Add lines 13a, 13b, 13c, and 13d 13e
- 13f Total advances received from filing Form(s) 7200 for the quarter 13f
- 13g Total deposits, deferrals, and refundable credits less advances. Subtract line 13f from line 13e 13g
- 14 Balance due. If line 12 is more than line 13g, enter the difference and see instructions 14
- 15 Overpayment. If line 13g is more than line 12, enter the difference Check one: Apply to next return. Send a refund.

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

If you're unsure about whether you're 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. If line 12 for the prior quarter was less than \$2,500 but line 12 on this return is \$100,000 or more, you must provide a record of your federal tax liability. If you're a monthly schedule depositor, complete the deposit schedule below; if you're a semiweekly schedule depositor, attach Schedule B (Form 941). Go to Part 3.
- 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	<input type="text" value="741.81"/>
Month 2	<input type="text" value="741.86"/>
Month 3	<input type="text" value="741.86"/>

Total liability for quarter 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. Go to Part 3.

▶ You MUST complete all three pages of Form 941 and SIGN it.

Next ▶

Name (not your trade name)

Employer identification number (EIN)

Tulsa County Conservation District

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 / / ; also attach a statement to your return. See instructions.
- 18 If you're a seasonal employer and you don't have to file a return for every quarter of the year Check here.
- 19 Qualified health plan expenses allocable to qualified sick leave wages 19
- 20 Qualified health plan expenses allocable to qualified family leave wages 20
- 21 Qualified wages for the employee retention credit 21
- 22 Qualified health plan expenses allocable to wages reported on line 21 22
- 23 Credit from Form 5884-C, line 11, for this quarter 23
- 24 Qualified wages paid March 13 through March 31, 2020, for the employee retention credit (use this line only for the second quarter filing of Form 941) 24
- 25 Qualified health plan expenses allocable to wages reported on line 24 (use this line only for the second quarter filing of Form 941) 25

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.

Yes. Designee's name and phone number

Select a 5-digit personal identification number (PIN) to use when talking to the IRS.

No.

Part 5: Sign here. You MUST complete all three 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

Gabriel Parker

Print your name here

Print your title here

Date

Best daytime phone

Paid Preparer Use Only

Check if you're 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

Tulsa County Conservation District

Cost Share Program Year 22 Ranking

Participant Name: Rebecca & Wade Davis

Application Date: 08-07-2020

Application Number: 02-022-005

Total Score: 115 Pts

Priority Level & Practice Name

High Priority	+20 Points	20 Pts
Medium Priority	+10 Points	10 Pts
Low Priority	+5 Points	

High Priority: (315) Herbaceous Weed Control, (327) Conservation Cover, (393) Filter Strip, (512) Forage and Biomass Planting (Sprigging), (516) Livestock Pipeline, (561) Heavy Use Area Protection, (550) Range Planting, (590) Nutrient Management, (614) Watering Facility, (642) Water Well

Medium Priority:

(314) Brush Management, (340) Cover Crop, (342) Critical Area Planting, (378) Pond, (528) Prescribed Grazing, (533) Pumping Plant

Low Priority:

(329) Residue and Tillage Management, No Till, (338) Prescribed Burning, (362) Diversion, (382) Fencing, (386) Field Border, (394) Fire Break (410) Grade Stabilization Structure, (412) Grassed Waterway, (600) Terrace

1. Has the applicant has received state cost share funds within the last three years?
 - A. Yes 0 Points
 - B. No 20 Points

2. Has the applicant been previously approved for state cost share funding and practices were not completed within the completion date that resulted in a cancellation?
 - A. Yes -20 Points
 - B. No 20 Points

Inadequate Water Source

Water Wells, Ponds, and Water Facility, Filter Strip

1. Is there already a water source located on the Property?

A. Yes 0 Points **B. No 20 Points**

2. Current water supply: None

A. Municipal or well water only 5 Points

B. Pond present but unreliable 10 Points

3. Will this be the primary or secondary water source?

A. Primary 10 Points B. Secondary 5 Points

C. Tertiary 0 Points

4. Purpose of pond: _____ (all that apply)

A. livestock 15 points

B. Irrigation 10 points

C. Erosion control 5 points

5. Will new pond improve grazing distribution due to cross fencing currently in place?

A. Yes 10 Points **B. No 0 Points**

Degraded Plant Condition

Herbaceous Weed Control, Forage and Biomass Planting (Sprigging), Prescribed Grazing, Range Planting and Nutrient Management, Conservation Cover, Critical Area Planting, Brush Management

1. Does it maintain or increase soil health and organic matter content?

A. Yes 10 Points B. No 0 Points

2. Does it improve soil moisture use efficiency?

A. Yes 10 Points B. No 0 Points

3. Does it minimize soil compaction?

A. Yes 10 Points B. No 0 Points

4. Does it stabilize areas with existing or expected high rates of soil erosion by wind or water?

A. Yes 10 Points B. No 0 Points

5. Does it improve or maintain livestock nutrition and/or health?

A. Yes 10 Points B. No 0 Points

**Mayes, Rogers, Wagoner, Muskogee, Okmulgee, Tulsa County
Conservation District Board Meeting
August 5, 6, 11, 13, 2020
District Conservationist Report**

CTA - Continue with CTA planning as requested / Receipt of service

EQIP / WHIP/ CSP – Continue to work on implementation of existing contracts, applied practices and new conservation plans.

EQIP **FY 2020**
- Obligation Deadline Aug. 21
- Contracts/Payments
- Status Reviews

CSP – **FY 2020**
- Working on Obligations
- Contracts/Payments
- Status Reviews

**State Cost Share
Program –** Working on plans & check outs

Other –

- Office Phase Status:
 - o Gating) Tulsa
 - o 2) Mayes/Wagoner/Okmulgee, Rogers/Muskogee
- New employee started Aug. 3
 - o Taylor Forsythe – Soil Con. Claremore
 - o Mariah Brown – FBS Tulsa
- Extra PPE supplies delivered to the offices
- NRCS Employees will not participate, in person, in a public gathering in our official capacity unless previous written approval
- Mask are required when in the office no exceptions

Tulsa County

Conservation District:

August-20

Month & Year

Day of Month

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
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Conservation Planning	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
Customer service toolkit data entry																													
Conservation plan maintenance																													
Assemble plan components																													
Conducts on-site inspections																													
Provide practice check out services																													
Development of plan and soil maps																													
Other:																													
Outreach for Farm Bill Programs																													
News Article Development																													
Outreach Activities																													
Assist with monthly outreach report				X	X					X	X	X					X	X		X	X						X		
Public presentations																					X								
Success stories																													
Earth Team volunteer program																													
Assist with statewide media																													
Other:																													
Other: Yard by Yard, Creek Clean Up	X			X	X					X	X	X	X				X	X		X	X						X		
Administrative Assistance for Farm Bill Programs																													
Filing			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
Updating General Manual and FOTG																													
Receptionist/Teleworking			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
General office correspondence			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
Record of meeting minutes					X																					X			
Maintain office schedules																													
Maintain ledgers			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
Other: Website, JPO 21, Audit/Comp	X			X			X			X	X	X	X			X			X	X			X						
Farm Bill Contracting																													
Explain and promote farm bill programs																													
Local work group coordination	X		X	X	X					X	X	X	X				X	X		X	X						X		
Complete program applications																													
Program application rankings																													
Compile and file applications																													
Prepare and mail form letters																													
Plan and contract development																													
Provide technical assistance																													
Update and maintain LTP-003																													
Other Farm Bill Activities:																													
NRCS Scanning/Mail/Lables/Contract Maint																													
State Cost Share Program Year 22 & 21						X	X			X							X							X	X		X	X	
Staff Meeting			X																										

Estimated number of hours all district staff worked this month assisting with Farm Bill delivery: **50 hours**

I certify that the above items as marked have been accomplished according to the terms of this agreement and meet with my full satisfaction:

C. Thomas Talbot 8/14/2020
 Conservation District Board Representative (Signature & Date)

Chris Best
 NRCS District Conservationist (Signature & Date)

TCCD Monthly Outreach and Activities Report

July 2020



Meetings:

07/01/2020	MCCD Board Meeting (Cancelled)
07/02/2020	Sustainable Tulsa Meeting (Did not Attend)
07/08/2020	Team 17 Staff Meeting
07/09/2020	TCCD Board Meeting
07/10/2020	INCOG Phone Meeting
07/23/2020	Yard by Yard Meeting w/ Cheryl Cheadle
07/30/2020	Yard by Yard Meeting with Kayla Anderson (OACD)
07/31/2020	Yard by Yard YouTube Video

Special Events:

None Due to Coronavirus

Holidays:

07/04/2020 Independence Day - America Turns 244 Years Old!

Upcoming Meetings

08/03/2020	Team 17 Staff Meeting
08/05/2020	MCCD Board Meeting
08/06/2020	Sustainable Tulsa Meeting
08/13/2020	TCCD Board Meeting

Up Coming Events:

None Due to Coronavirus

Upcoming NRCS Deadlines:

08/12/2020	CSP Team Classic Obligation Deadline
08/21/2020	EQIP - Obligation Deadline

Upcoming Holidays:

09/07/2020 Labor Day Holiday - Office Closed

Side Notes:

3 Months until November Election Check your Voter Registration

Work Duties Performed:

- ❖ Answer Calls
- ❖ Email Correspondences
- ❖ Bill Pay/Financials
- ❖ TCCD/MCCD File Organization
- ❖ TCCD/MCCD Office Mail
- ❖ Office Scanning
- ❖ TCCD/MCCD Meeting Minutes
- ❖ TCCD/MCCD State Cost Share Program Year 22
- ❖ TCCD Payroll
- ❖ Website Updates
- ❖ Yard by Yard Program

County Fairs and other public events

Trey Lam

Sent: Friday, July 24, 2020 4:09 PM

To: OCC All Districts

OCC strongly suggests that any District which chooses to participate in public events, meetings or county fairs to not staff any booth or display. Please set up your display with handouts and contact information. OCC and NRCS will not be staffing any booths. Please follow these same guidelines.

Stay safe.

Trey

Trey Lam

Oklahoma Conservation Commission

Executive Director

2800 North Lincoln Blvd

Suite 200

Oklahoma City, OK 73105

Email: Trey.Lam@conservation.ok.gov

Phone: 405 521 4827

Cell: 405 837 0146



**Joint Business Plan/
Plan of Operations**

Tulsa County Conservation District #2

&

**Natural Resources Conservation Service
Tulsa Field Office**

July 1, 2020 – September 30, 2021

Personnel

Conservation District Directors

Tom Tolbert	Chairman
Jana Black	Vice-Chairwoman/Treasure
Sherry Laskey	Member
Vacant	Member
Vacant	Member

Associate Conservation District Directors

None

District Personnel

Gabriel Parker	District Secretary
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Natural Resources Conservation Service Personnel

Christopher Best	Team 17 District Conservationist
Freddy Trujillo	Soil Conservation Technician

District Board Meetings

The Tulsa County Conservation District holds a regular Board Meeting on the second Thursday of every month at 4 p.m. at 6660 S Sheridan Rd Suite 120. Meetings are held at the district office and are open to the public.

Goal #1: Conserve & Improve Water Quality

District Mission Goal 2: Clean and Abundant Water

District Mission Goal 3: Healthy Plant and Animal Communities

District Mission Goal 4: Working Farm and Ranch Lands (Urban Sprawl)

Objective #1: Provide Assistance to the Blue Thumb Water Quality Education Program and Other Community Partners Water Quality Programs

Action Items:	Number	Who	When	Progress
1. Assist OCC and Blue Thumb with Blue Thumb Water Quality Activities	As needed	Blue Thumb staff/DC Volunteers	As needed or requested	Due to Covid-19 very limited or postponed
3. Assist Local Organizations Plan and Hold Creek Cleanups	As requested	Blue Thumb staff/DS/DC	Throughout year	Due to Covid-19 very limited or postponed
4. Ensure district inventory of Blue Thumb chemicals and supplies is adequate to address the need for monitoring water quality.	1	DS	As needed	
5. Attempt to utilize Earth Team Volunteer to assist with the local conservation program	As available	DC/DS	As needed	Due to Covid-19 very limited or postponed
7. Purchase supplies necessary to complete the goals of the Conservation District board	As needed	DS	As needed	

Funding Source: Blue Thumb, District, Other Community Partners

Estimated Funding: Determined by event need and availability

Goal #2: Conservation Public Education and Outreach in Tulsa County

District Mission Goal 1: High Quality, Productive Soils

District Mission Goal 2: Clean and Abundant Water

District Mission Goal 3: Healthy Plant and Animal Communities

Objective #1: Conduct Education and Outreach Events to Inform Residents of District and NRCS Programs and Services

Action Items:	Number	Who	When	Progress
1. Publicize timely news articles regarding conservation practices, program sign-up periods, and other information of interest to county residents	As available	DC/DS	As available	
2. Provide conservation information at Tulsa Farm Show	OCC Booth	DC/DS/Volunteers	Asist when needed December	Due to Covid-19 very limited or postponed
3. Provide a conservation display at the Tulsa Home and Garden Show	1 exhibit	DC/DS/Volunteers	March	
4. Promote Backyard/Urban Conservation Program	When available	DC/DS	Throughout the year	Participating in Yard by Yard Project

Funding Source: District, NRCS, Other Community Partners

Estimated Funding: Determined by event/project need and availability

Objective #2: Provide Outreach to Underserved Groups, Traditional and Non-traditional Groups, and Producers

1. Participate in the M.e.t.'s Downtown Environmental Expo, when possible	1 event	DM/DS	April	
2. Attend Sustainable Tulsa Outreach Meetings	When requested	DS	As available	Due to Covid-19 very limited or postponed
3. Provide conservation materials to various participants at local Farmers Markets	As available	DS/Partners	As available	Due to Covid-19 very limited or postponed
4. Resource Management Conference	1	All Staff/ Directors	As available	Due to Covid-19 very limited or postponed
5. Attend local neighborhood associations environmental outreach events	When requested	All Staff/Directors/DC	As available	Due to Covid-19 very limited or postponed

6. Provide Community service hours for students needing credit for scholarships, funding or awards	When requested and available	DM/DS	As needed	Due to Covid-19 very limited or postponed
7. Cultivate partnerships with Native American Tribes	1 Tribes	All Staff/Directors/DC	As needed	

Funding Source: District, Other Community Partners

Estimated Funding: Determined by event/project need and availability

Objective #3: Provide Assistance to OCC, OACD and Other Conservation Districts with Education and Outreach

Action Items:	Number	Who	When	Progress
1. Assist other conservation districts with environmental education events	As requested	DS	As needed, and available	Due to Covid-19 very limited or postponed

Objective #4: Maintain and Improve legislative Efforts.

Action Items:	Number	Who	When	Progress
1. Directors attend legislative days and events	When possible	Directors	As needed	Due to Covid-19 very limited or postponed
2. Increase legislative correspondence	When available	All staff/Directors	Ongoing	

Funding Source: District

Estimated Funding: Determined by event need and availability

Goal #3: Efficiently and Effectively Manage the Local Office State Cost-Share Program and Implement all Available Programs to Address Locally Identified Resource Concerns.

District Mission Goal 1: High Quality, Productive Soils

District Mission Goal 2: Clean and Abundant Water

District Mission Goal 3: Healthy Plant and Animal Communities

Objective #1: through the Implementation of the Blue Thumb Water Quality Education Program and Other Local Community Partners

Action Items:	Number	Who	When	Progress
1. Hold Locally led meetings to inventorying citizen resource concerns	1+	DM/DS	September October	Not in Fall of 2020 May need to send surveys via email or mail

2. Conduct local work group meeting	1+	DC/DS	November	Not in Fall of 2020 May need to send surveys via email or mail
3. Hold and conduct sign-up for State Cost-share Program	1+	DM/DS	After Item 2	One app left to review
4. Evaluate current ranking criteria and make necessary changes for State Cost-share Program	When available	DM/DS/DC/BD	Each CSP Year begins	One app left to review
5. Conduct rankings and evaluations for State Cost-share Program	When available	DM/DS/DC	After Item 3	One app left to review
6. Complete conservation plans on accepted State Cost-share Program applications	When Available	DM/DC/SC	After Item 4	One app left to review
7. Evaluate current ranking criteria and make necessary changes for EQIP implementation	When available	DM/DS/DC/BD	October	
8. Provide administrative and technical support to fulfill program obligations	As needed	All staff/ Directors/DC	When available	
9. Complete status reviews on all Farm bill contracts within required deadline dates	As needed	DM/DC/DC	Throughout year	

Funding Source: OCC Cost Share funds, District, NRCS

Estimated Funding: Determined by NRCS/OCC and availability

Objective #2: Utilize Team, District, NRCS and Other Partners to Plan the Local Conservation Program

Action Items:	Number	Who	When	Progress
1. Update conservation needs assessment to reflect locally led meeting input and resource concern changes occurring in Tulsa county	1	DC/DS	Annually	
2. Attend/Conduct Team meetings to address localized concerns	Multiple	Staff, as available	Throughout the year	Via teleconference
3. Complete HEL/WC compliance reviews in a timely manner and submit required reports to the State Office	1	DC	Time Sensitive	
4. Schedule Resource Specialist to complete conservation planning review	1	DC	Yearly	

6. Cooperate with Tulsa Volunteer Organization for Volunteer recruitment	Multiple	Directors/DS	Ongoing	Due to Covid-19 very limited or postponed
7. Encourage cooperation and provide assistance to Units of Government	Multiple	DS/All staff	As needed	Due to Covid-19 very limited
8. Work with agencies to emphasize and coordinate conservation activities	When requested	DS/All staff	As needed	Due to Covid-19 very limited or postponed
9. Assist with U.S. Fish & Wildlife Service with "Partners for Wildlife Program"	When requested	DS/DC/SC	As needed	Due to Covid-19 very limited or postponed
10. Assist Tulsa County Commissioners and Staff with Emergency Watershed Protection	When requested	DS/DC/SC	As needed	

Funding Source: District, NRCS, Other Community Partners
Estimated Funding: Determined by event/project need and availability

Goal #4 – Utilize District Resources to Benefit Conservation

- District Mission Goal 1: High Quality, Productive Soils
- District Mission Goal 2: Clean and Abundant Water
- District Mission Goal 3: Healthy Plant and Animal Communities
- District Mission Goal 4: Maintain Strong Partnerships and Communities

Objective #1: Efficiently Manage District Financial Resources According to State Policy in Tulsa County

Action Items:	Number	Who	When	Progress
1. Execute District Financial audit to ensure integrity and conform to state requirements	1	DM/DS	July-November	In Progress
2. Keep financial and payroll account current accurate	Multiple	DM/DS	Daily	In Progress

Objective #2: Efficiently Manage District Human Resources to Accomplish Priority Objectives

Action Items:	Number	Who	When	Progress
1. Conduct employee performance reviews on an annual basis to ensure adequate accomplishments	1	Board of Directors	April	Due to Covid-19 postponed cannot have ES

Funding Source: N/A
Estimated Funding: NA

Objective #3: Maintain District Director Membership According to Oklahoma State Laws

Action Items:	Number	Who	When	Progress
1. Conduct elections for District Director positions that expire this fiscal year	As needed	All staff	June	
2. Take necessary steps to reappoint District Director positions that expire this fiscal year	As needed	DS	Annually	
3. Develop district Board of Directors recruitment brochure: I liked this idea from Mayes, so I am using it in Tulsa	1 Brochure	DS	By December 31, 2020	
4. From the recruitment brochure, maintain a list of eligible and interested potential directors from related organizations	As vacancies open	DS	Ongoing	
5. Contact the eligible and interest individuals once a year to get a status update on interest and eligibility	1 per year	DS/Board of Directors	January	
6. Actively recruit associate board members from brochure and list to pull from when a director vacancy occurs	2 members	DS/Board of Directors	Ongoing	

Funding Source: District
Estimated Funding: To be determined

Objective #4: Incorporate Staff and District Ongoing Education Opportunities

Action Items:	Number	Who	When	Progress
1. Include one of the District Directors' Responsibilities: A 10-Minute Guide Series per board meetings	12	All staff	Each Board Meeting	Starting September 10, 2020
2. Include information for review from chapters 1,2,3,4,5,6,7 and 8 of the District Handbook	As many as time will allow	DS/Board of Directors	Each Board Meeting	Starting September 10, 2020
3. Have at least one Board Member attend the Annual Area III Meeting	1	DS	November 12, 2020	Due to changes in format, may waive this requirement
4. If Board of Directors do not attend Area III Meeting, have at least 2 members review presentation slides/videos from the	2 per year	DS/Board of Directors	December - January	

meeting				
5. Have at least one Board Member attend the Annual State Meeting and two information breakout sessions (If funding is available)	1 member	Board of Directors	February 2021	

Funding Source: District

Estimated Funding: To be determined by meeting registration fees

Goal #5: Tulsa County Special Project FY – 20 Crow Creek Demonstration Meadow

District Mission Goal 1: Clean and Abundant Water

District Mission Goal 2: High Quality, Productive Soils

District Mission Goal 3: Healthy Plant and Animal Communities

Tulsa County Conservation District's Role and Responsibilities:

To provide planning assistance

Volunteer recruitment

Volunteer hours

Community support

Register as a Monarch weigh station	100%	Meadow was designated as a Monarch Weigh Station and Received and installed designation sign.
Identify, plan and implement a riparian area	50%	We have identified the riparian area, but have not been able to meet for an implementation phase
Identify groups that can assist with walking path completion	100%	We have identified some groups that could possibly help. Some members of the committee are in the process of identifying more groups and contacting them.
Develop additional meadow signage and implementation with said signage	20%	We have installed a permanent main meadow sign but have not been able to meet about smaller in-meadow signage. We do have concept designs.

Note: Due to Covid-19, the remaining items on hold for the rest of 2020 and possibly into early 2021.

Goal #6: Tulsa County Special Project FY – 2021 Yard by Yard Program

District Mission Goal 1: Clean and Abundant Water

District Mission Goal 2: High Quality, Productive Soils

District Mission Goal 3: Healthy Plant and Animal Communities

Tulsa County Conservation District's Role and Responsibilities:

To provide planning assistance

Volunteer recruitment

Volunteer hours

Community support

<u>Action Items</u>	<u>Timeline</u>	<u>Who</u>	<u>Progress</u>
Launch Yard by Yard Project	August 1, 2020	TCCD Staff /Board/ Cheryl Cheadle	Complete
Purchase Pollinator Seed Mix	August 15, 2020	TCCD Staff	Complete
Identify 5 Potential Participants	September 1, 2020	TCCD Staff /Board/ Cheryl Cheadle	Have identified 8 as of August 24, 2020
Certify a Minimum of 5 Yards	October 1, 2020	TCCD Staff /Board/ Cheryl Cheadle	2 Certified as of August 17, 2020
Create a Yard by Yard Newsletter	December 31, 2020	TCCD Staff /Board/ Cheryl Cheadle	Not Completed

Proposed total budget for the initiative: \$350.00

Estimated FY 2021 budgetary needs: \$350.00

Project Timeframe: December 2020



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.**

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	Gabraiel 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 Acknowledgment, 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					
Details: The agreement will specify the transfer of resources between NRCS and the Partner to accomplish delivery of NRCS programs and mutual conservation priorities. A complete agreement includes this Face Sheet, Continuation Face Sheet(s)(if applicable), the Statement of Work, and the Unfunded Cooperative Agreement Initial Estimate and Annual Usage Report, attached hereto and incorporated herein. This agreement is subject to applicable USDA NRCS statutory provisions and regulations. In accepting this agreement or amendment, the undersigned represents that he or she is duly authorized to act on behalf of the Partner organization and agrees to comply with agreement terms and conditions, including all attachments.					
Name and Title of Authorized Agency Representative 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	Square Footage 300 sf of office space	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vehicle Usage	Mileage 500 miles	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Equipment usage	Details Conservation District is allowed to use NRCS phone lines and internet and has the ability to use NRCS computers/network, when needed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Personnel	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.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>