

## **NRCS Activity Report**

To the

### **Morton County Soil Conservation District Board**

Date: November 9<sup>th</sup>, 2017

By Acting District Conservationist Val Hartman

#### **WORKLOAD**

##### **Programs**

##### **EQIP**

- 34 active contracts
- Practice Certification
- Taking new apps – November 17<sup>th</sup>, 2017 deadline for 2018 money, ranking completed by January 12<sup>th</sup>, 2018
  - 12 applications
- Modifying contracts

##### **CSP**

- 17 active contracts – 53,000 acres
- Producers turn records in for review & payment
- 3 renewal applications to contract

##### **GRP**

- 5 active contracts

#### **INFORMATION**

No CRP acres available except for grasslands

State Directors – FSA - Brad Thykeson, RD – Clare Carlson

Staff

#### **MEETINGS, TRAINING, SCHEDULE**

November 10<sup>th</sup> – Veteran's Day Holiday

November 13<sup>th</sup> – LWG Meeting – Turtle Lake

November 19-21 – SCD Convention

November 23<sup>rd</sup> – Thanksgiving Holiday

November 24<sup>th</sup> – All on leave except Adam

## GM\_GMSS\_VA\_120.404 - Title 120 - Part 404 - Land Treatment - Long-Term Contracting

### Part 408 - Records

#### Subpart C - Freedom of Information Act and Privacy Act

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##### VA408.46 Privacy Act of 1974

**A. The Privacy Act of 1974 addresses records containing personal information about individuals. The act requires that when a Federal agency maintains records on an individual, the records must be maintained in a Privacy Act System of Records, which is approved by the Office of Management and Budget and published in the Federal Register. NRCS has systems of records for its cooperator files, volunteers, and employees. Employees whose duties require handling records in these systems must, at all times, protect the integrity, security, and confidentiality of these records. Employees must exercise care in order that they do not inadvertently disclose information and violate the Act by discussing cases in public or private with employees, families, friends or others who have no need to know. Keep all private information in secure storage when not in use during office hours.**

**B. All discussions of individual requests for plans and any applications, including signing of contracts, for NRCS programs are covered by the Privacy Act of 1974, Section 1619(b) of the Food, Conservation and Energy Act of 2008, and are subject to provisions of the Freedom of Information Act, 5 U.S.C. 552. Consequently, open discussions of specifically-named individuals and their conservation requests cannot be conducted in general Conservation District board meetings without the individual's consent. Such meetings are open to the public and meeting minutes are subsequently made public. Without individual permission, all such discussions must be conducted anonymously through use of coded data.**

**C. All NRCS partner agencies, employees or members that share responsibilities for conservation program actions with individuals are required to sign and follow steps set forth in the USDA/NRCS Acknowledgement of Section 1619 Compliance**

**D. If a landowner requests that NRCS work with and/or provide case file information to employees of regulatory or non-regulatory agencies or TSPs to support a conservation contract-related request, the Authorization for Release of Information must be signed by the program applicant/participant and the landowner (if different from the program participant) prior to releasing any information.**

**E. Third party requests for information that is an agency record must be requested through the State FOIA office.**

**F. Document Management System (DMS) will house contract information for individuals who have entered into a programmatic contract with USDA/NRCS. DMS is a secure system and information that is considered Personally Identifiable Information (PII) will be loaded to DMS to process contract payments. Once the direct deposit information has been loaded to DMS and a notation made in the conservation assistance notes (NRCS-CPA-6) that the Direct Deposit is located on the DMS, field staff should properly destroy information that contains sensitive information such as social security, tax identification, bank account, and routing numbers. All PII should be handled properly and must not be left unattended in open spaces and must be kept under reasonable custodial control.**

319 Funds				
\$ 178,399.27	What is left			
\$ 56,000.00	Staffing***			<b>Full project costs</b>
\$ 73,500.00	Planned BMP's			\$ 122,500.00
\$ 30,000.00	Future BMP's			\$ 50,000.00
\$ 18,899.27	Leftover			
	***Assumes In-Kind to offset			



# MORTON COUNTY SOIL CONSERVATION DISTRICT TREE PLANTING/WEED BARRIER FABRIC AGREEMENT

This agreement is entered into between the Morton County Soil Conservation District ("District") and \_\_\_\_\_ ("Cooperator"). Authority to enter into this agreement is found in N.D.C.C. 4.1-20-24.

## **TREE PLANTING:**

### **The District Agrees to:**

- Plant conservation trees at \_\_\_\_\_ (location) at an **estimated** cost of \$ \_\_\_\_\_.
- Furnish tree and shrub planting stock, equipment, and personnel to plant the trees.
- Furnish Cooperator with a copy of the tree planting plan.
- Consult Cooperator before substituting species. Substitutions of tree or shrub species may be made for reasons beyond the control of the District.
- Notify Cooperator prior to tree planting season to allow Cooperator ample time to complete ground preparation.

### **The Cooperator Agrees to:**

- Properly prepare the ground for tree planting.
  - If the area will be prepared using traditional methods, work the soil several times to ensure the ground is free of sod and clumps. Cooperator is responsible for removal of rocks and obstacles on the planting site.
  - If the area will be prepared using no-till methods, the ground will be sprayed with glyphosate to kill all current vegetation in an area at least 8' wide for each row and mowed as short as possible after all vegetation has been killed. Cooperator is responsible for removal of all rocks and obstacles.
- **Stake and flag tree rows prior to our crew arriving to plant the trees.** The District will provide flags to you, at no charge, upon request.
- Locate and flag utility easements, buried utilities, sprinkler systems, septic tanks, etc. Use the ND One-Call Service (1-800-795-0555 or 811) to locate utilities. **If utilities are not located and flagged, the trees will not be planted.**
- Cooperator will mechanically or manually do additional compaction of trees or shrubs immediately after planting, if conditions warrant such compaction.

### **Mutually Agreed:**

- **A minimum planting charge of \$400 will be charged for any planting under 1000 linear feet.**
- The District strives for 100% survival but **does not guarantee** the survival of the planted trees. **Payment must be made regardless of whether the tree survival is less than 100%.**
- Trees will not be planted on septic tanks, drain fields, easements, or within 10 feet in any direction of any utilities.
- If the ground is not prepared properly, **the District will not plant your trees.** An additional travel charge of \$200 will be assessed if the tree planting crew cannot plant your trees when in your area and must come back to your site to plant your trees.
- **An additional surcharge of \$50 will be assessed if our tree crew has to stake and flag your tree rows.**

## **WEED BARRIER FABRIC:**

### **The District Agrees to:**

- Apply weed barrier fabric at \_\_\_\_\_ (location) at an **estimated** cost of \$ \_\_\_\_\_.
- Furnish the fabric, equipment, and personnel to apply the fabric.
- Notify Cooperator a few days prior to the application of the weed barrier fabric.

**The Cooperator Agrees to:**

- Ensure that vegetation around the trees is kept in check until fabric is laid.
- Ensure that the rows are kept obstacle free until after fabric is laid. The District reserves the right to refuse to lay fabric if too many obstacles are in the path of the fabric machine.

**Mutually Agreed:**

- **The District will not apply the fabric if the ground is not properly prepared.**
- **A minimum application charge of \$600 will be charged for any fabric applied to less than 1000 linear feet.**

**Recommendation:**

- The Morton County SCD recommends the cooperator anchor the fabric to keep it in place. Rocks, pins, or even soil can be used to anchor the fabric.

**BILLING**

- The total **estimated** cost for the project is \$\_\_\_\_\_.
- The Cooperator agrees to pay a **non-refundable** down payment of \$\_\_\_\_\_ before the supplies are ordered. Cooperator will pay the balance within thirty days after the date of the first billing.

\_\_\_\_\_  
District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cooperator

\_\_\_\_\_  
Date

**A MONTHLY INTEREST CHARGE OF 1.5% WILL BE ADDED TO BILLS MORE THAN 30 DAYS PAST DUE FROM THE DATE OF THE FIRST BILLING.**

All Programs and services of the Morton County SCD are offered on a nondiscriminatory basis without regard to race, color, national origin, religion, sex, marital status, age, or handicap.