

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF CONSERVATION AND RECREATION
AND
THE PARTNER ORGANIZATION

I. Purpose

This Memorandum of Understanding (“MOU”) between the Department of Conservation and Recreation (“DCR”) and the PARTNER ORGANIZATION of the Rappahannock Rapidan Regional Commission (“RRRC Partner”) is an agreement to determine the process and limitations related to the sharing of agricultural best management practice data, and incorporates by reference a similar primary agreement between DCR and the Rappahannock Rapidan Regional Commission (“Commission”). The data includes latitude and longitude information submitted by data subjects. The Commission is developing a watershed plan for the Upper Rappahannock River Watershed; the information contained in the watershed plan will be used to aid decision-making on where and what types of best management practices should be installed in the Watershed. Providing and sharing this information with certain partners will enable the Commission to make informed decisions related to the implementation of best management practices needed to achieve the water quality goals established in the Chesapeake Bay Phase III Watershed Implementation Plan, efforts to achieve local water quality goals, and efforts to protect high-value conservation land.

This MOU will provide additional direction on the use and sharing of the agricultural best management practice data (“Protected Data”).

II. Responsibilities

DCR will:

- A. Provide protected data related to individual agricultural best management practices within Culpeper, Fauquier, Madison, Orange, and Rappahannock counties to the Commission upon written request; and
- B. Ensure that no personally identifiable information protected under applicable law, including Section 1619 of the Food, Conservation and Energy Act of 2008 (7 U.S.C. 8791), the Virginia Freedom of Information Act (§§ 2.2-3700 *et seq.*), and the Virginia Government Data Collection and Dissemination Practices Act (§§ 2.2-3800 *et seq.*), which may incorporate farm tract and field identification numbers, is shared.

The RRRC Partner will:

- A. Use the information provided by DCR to develop a watershed plan for the Upper Rappahannock River Watershed and to aid in the decision making processes related to best management plan implementation to achieve the water quality goals

established in the Chesapeake Bay Phase III Watershed Implementation Plan, efforts to achieve local water quality goals and efforts to protect high-value conservation land; and

- B. Ensure that personally identifiable or otherwise restricted information contained within the protected data provided by DCR remains confidential and is not transferred to any other individual or organization other than the Commission. The RRRC Partner is responsible for ensuring that the Commission's primary agreement with DCR regarding the protected data is valid and in effect prior to sharing the information.

III. Use and protection of the information provided

Protected data related to the implementation and installation of best management plans contains a significant amount of information that is protected from public release under both federal and state law and regulations.

Both DCR and the RRRC Partner agree to the following:

- A. To use the protected data only to perform work that is directly considered under the MOU. Use of the protected data to perform work that is not directly connected to this MOU is expressly prohibited.
- B. To internally restrict access to the protected data to only those individuals within the organization that have a demonstrated need to know the protected data.
- C. To notify about their obligation to abide by the terms of this MOU:
 - 1. All current members or staff of the organization who will have access to the protected data prior to providing such access;
 - 2. Any new member or staff of the organization if that individual will be provided access to the protected data; and
 - 3. All members or staff with access to the protected data at least twice annually to remind them of this continuing obligation.
- D. To adhere to all restrictions regarding the release of personal and proprietary information established in the Virginia Freedom of Information Act (§2.2-3700 et seq.), §10.1-104.2, and the Government Data Collection and Dissemination Practices Act (§2.2-3800 et seq.), and all other applicable laws and regulations.

IV. Amendments

This MOU may be amended at any time by the mutual written agreement of the parties.

V. Termination and Expiration

- A. Effective Period
 - 1. This MOU will be in effect on the date of execution and shall continue for so long as it is determined to be necessary by both DCR and the RRRC Partner.
 - 2. This MOU will be reviewed periodically and updated as necessary to ensure the needs of both DCR and the RRRC Partner are being addressed.

B. Termination

1. This MOU may be terminated by either DCR or the RRRC Partner upon the failure of either DCR or the RRRC Partner to adhere to the requirements set out in this MOU.
2. At any time by mutual written agreement with a 30 calendar day notice transmitted in writing between parties.

Department of Conservation and Recreation

Clyde E. Cristman, Director

Date: _____

Partner Organization