

**STATEMENT OF WORK FOR CONTRIBUTION AGREEMENT BETWEEN THE
U.S. DEPARTMENT OF AGRICULTURE (USDA)
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)**

AND THE

**Guilford County
State of North Carolina (PARTNER)**

I. AUTHORITIES

Conservation Technical Assistance (CTA): Soil Conservation and Domestic Allotment Act (P.L. 74-46), as amended. 16 U.S.C. 590a-g, 590q (CFDA 10.902).

II. PURPOSE

The (PARTNER) and the NRCS share a commitment to conservation of natural resources at the local level and advocate comprehensive resource management planning. Both parties desire to cooperate to improve the social, economic, and environmental well-being of the natural resource base. The purpose of this agreement is to increase the efficiency of service delivery in specific program areas. Customers of the parties to this agreement are individual landowners/land users, Federal and State land management agencies, other individuals, groups, and units of government.

III. OBJECTIVES

The main objectives of this agreement are to:

1. Encourage partnership participation in the planning, development, and protection of natural resources.
2. Increase awareness and provide continuity relative to the operational structure for delivering educational and technical support to land users who are eligible to receive the benefits of state and federal soil and water conservation programs. Together, the NRCS and the (PARTNER) have worked cooperatively with individuals, citizen advisory groups, community education, and technical support services necessary to carry out their mutually shared responsibilities for protecting North Carolina's natural resources.
3. Support and strengthen the capabilities of the conservation partnership.

IV. RESPONSIBILITIES OF THE PARTIES

a. NRCS will:

1. Administer NRCS programs including, but not limited to, EQIP, ACEP, CRP, CSP, CSTP, and CTA, work cooperatively to implement programs of shared interest, and provide service to our common customers.
2. Provide leadership and share in administrative, educational opportunities, and technical training for federal Farm Bill programs as determined by program needs.
3. Work together with partners to maximize available resources and actively seek funding to accomplish natural resources priorities and programs.
4. Pay quarterly invoices to the (PARTNER) for expenses for technical assistance and

necessary to fulfill the conservation mission.

5. Annually review this agreement and its provisions to ensure the most effective working relationship and financial arrangements possible.
6. Be held free from any and all claims or course of action resulting from the obligation undertaken by the (PARTNER) under this arrangement or resulting from the work provided for in this agreement.
7. Provide the following individuals as liaisons for this agreement:

NRCS Program Contact

Jerry Raynor, Assistant State Conservationist – Management & Strategy
4407 Bland Road, Raleigh, North Carolina 27609
919-873-2162 / Jerry.Raynor@nc.usda.gov

NRCS Administrative Contact

Jeremy Wood, Management Analyst
4407 Bland Road, Raleigh, North Carolina 27609
919-873-2193 / Jeremy.Wood@nc.usda.gov

b. The Recipient will:

1. Implement local programs and work cooperatively to implement NRCS programs such as EQIP, ACEP, CRP, CSP, CSTP, and CTA and provide service to our common customers.
2. Share in administration, educational opportunities, and technical training for programs as determined by program needs.
3. Provide funding to cover costs associated with technical assistance and technical services, including infrastructure expenses, necessary to fulfill the conservation mission of the parties to this agreement.
4. Submit quarterly invoices to the (NRCS), in arrears, for expenses for technical assistance necessary to fulfill the conservation mission.
5. Annually review this agreement and its provisions to ensure the most effective working relationship and financial arrangements possible.
6. Be responsible for the development and direction of local programs to address resource needs and concerns. Programs will be based on customer and partner needs and input.
7. Provide the following individual as a liaison for this agreement:

Program Contact: Marty Lawing, County Manager
301 W Market St
Greensboro, NC 27401
336-641-3383
mlawing@myguilford.com

Admin Contact: Robert McNiece, Director of Facilities
301 W Market St
Greensboro, NC 27401
336-641-2113
rmcniece@myguilford.com

c. It is Mutually Agreed:

1. This agreement may be renewed by amendment until the objectives of the agreement are accomplished, but not later than the end of the fiscal year in which work is completed.
2. The (PARTNER) and NRCS are responsible for the hiring, management, supervision, development, and evaluation of its own personnel, including creating an environment that supports a diverse workforce. The (PARTNER) and NRCS will work together to coordinate staffing that supports identified natural resources needs. Employee evaluations shall be done by the employing organization.
3. Employees of the (PARTNER) shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.
4. Employees of NRCS shall participate in efforts under this agreement solely as representatives of NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve to hold themselves out as representatives of the (PARTNER). They also shall not assist 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 the (PARTNER), concerning future employment and shall refrain from participation in efforts regarding such parties until approved by NRCS.
5. Each party will assume the responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal, tribal, state, or local laws. To the extent allowed by law, each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to person or property resulting in any manner from the conduct of its own operations, and the operations of its agency or employees under this agreement, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, or of itself or its own agency or its own employees, while occupying or visiting the project under and pursuant to this agreement. The Government's liability shall be governed by the provisions of the Federal Tort

Claims Act (28U.S.C. 2671-80).

6. The (PARTNER) and NRCS will provide leadership, share in administrative and technical training, and other educational opportunities as determined by program needs. Training also includes the orientation of all employees in the organizational philosophies, programs, authorities, roles, and responsibilities of each partner.
7. The (PARTNER) and NRCS shall work together to determine the amount of technical, educational, and administrative assistance needed and available for program delivery.
8. The (PARTNER) and NRCS will work together to provide office space within funding limits, operating guidelines, and authorities. Both parties shall develop a policy and strategy to share common space, whenever possible. The (PARTNER) and NRCS agree that working together in a common office location provides efficiencies to better serve clientele. Both parties agree to consult with each other regarding office space needs within the USDA Space Leasing guidelines and share access to communications facilities and tools for official business in accordance with respective policies and guidelines.
9. The (PARTNER) and NRCS agree to contribute equipment and supplies necessary to carry out their programs within budget limitations. The (PARTNER) and NRCS authorize employees to use each other's equipment and supplies available when such use will increase program effectiveness. Both parties agree that the owner of the equipment shall be responsible for normal maintenance and upkeep of their own equipment. The (PARTNER) and NRCS agree to repair or replace (to its condition prior to damage) equipment that is damaged through negligence of their respective employees. The (PARTNER) and NRCS shall require their respective employees to follow the policies and procedures established by the owner of equipment and supplies.
10. The (PARTNER) and NRCS are responsible for arranging transportation for their own employees within fund limitations and individual agency laws and/or policies.
11. Where co-located in a federal facility or if utilizing federal equipment and/or software, the (PARTNER) and NRCS agree to adhere to federal directives overseeing the right to access federal building, records and communications systems by submitting to background security checks and completing annually mandated computer security awareness training.
12. The (PARTNER) and NRCS are responsible for covering their respective operating and overhead expenses in carrying out the business of the Conservation Partnership.
13. This agreement may be terminated by either party by written notice to the other party at least 30 days in advance of the effective date of termination.
14. This agreement may be amended in writing by mutual consent of the parties to this agreement.

15. The furnishing of financial and other assistance by NRCS is contingent upon funds appropriated by Congress, made administratively available, or authorized by law.
16. Activities performed under this agreement may involve access to confidential and potentially sensitive information about governmental and landowner issues. Confidential information means information or data of a personal nature, proprietary about an individual, or information or data submitted by or pertaining to an organization. Except as may be required by law, this information shall not be disclosed without prior written consent of NRCS.
17. By signing this agreement, the (PARTNER) assures the NRCS that the program or activities provided for under this agreement will be conducted in compliance with all applicable federal civil rights laws, rules, regulations, and policies.

V. EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

Item No.	Deliverable Description	Unit of Measure	Unit Cost	Estimated Units to Complete	Estimated Cost to NRCS	Comments
	Outreach					OBJECTIVE: To increase awareness of the federal programs offered by USDA in order to improve customer service and program participation.
1	Hold partnership meeting to increase awareness, deliver education and technical support to land users who may be eligible to participate in state and federal conservation programs.	Event	\$600 per event	36 Events - FY 2018 – FY2022	\$21,600	To report this item as complete, NRCS shall receive a report that includes the meeting agenda, a list of meeting participants that will include name, address and county of location as well as any service that was requested of federal agencies.

VI. PERIOD OF PERFORMANCE

Upon final federal signature – September 30, 2022.

VII. RESOURCES REQUIRED

a. **Recipient:** \$21,600 (in kind, to wit: the services specified above)

b. **NRCS:** \$21,600

VIII. MILESTONES

Activity	FY18	FY19	FY20	FY21	FY22	Totals
Targeted Outreach Meetings	7	8	7	7	7	36
Quarterly Reports	7	8	7	7	7	36
Final Agreement Report					X	

(The remainder of the page is intentionally left blank.
The Statement of Work continues on the following Page.)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing, Guilford County Manager

Robin Keller, Guilford County Clerk to Board

(COUNTY SEAL)

**U.S. DEPARTMENT OF AGRICULTURE (USDA)
NATURAL RESOURCES CONSERVATION
SERVICE (NRCS)**

ATTEST:

Attest

Printed Name:_____

Printed Name:_____

(CORPORATE SEAL)

No Corporate Seal Exists ☐

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Guilford County Finance Director