

COOPERATIVE WORKING AGREEMENT

Between the

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

and

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENT,
HEALTH AND NATURAL RESOURCES**

and

**NORTH CAROLINA SOIL AND WATER CONSERVATION
COMMISSION /**

and

THE GUILFORD SOIL AND WATER CONSERVATION DISTRICT

**For their Cooperation in the
Conservation of Natural Resources**

BACKGROUND STATEMENT AND PURPOSE

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the North Carolina Department of Environment, Health and Natural Resources (DEHNR), and the North Carolina Soil and Water Conservation Commission (SWCC), agencies of the State of North Carolina, and the Guilford Soil and Water Conservation District collectively referred to as the parties, to clearly define the roles and responsibilities of the parties.

The purpose of this agreement is to supplement the Mutual Agreement between the United States Department of Agriculture, State of North Carolina, and Guilford Soil and Water Conservation District. This cooperative working agreement documents those areas of common interest of the federal, state and local partnership in natural resources conservation.

The parties pledge to work together by advancing and practicing teamwork, including input in the decision making process; communicating, coordinating, and cooperating; sharing training opportunities; promoting mutual respect, support, trust, and honesty; and sharing leadership, ownership, credit and responsibility. A mutual goal is to improve efficiency and effectiveness by putting quality first, empowering people to make decisions, demonstrating professionalism and dedication and striving for continuous improvement.

The 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. The parties mutually agree to provide leadership in resource conservation. To accomplish this we share a commitment to listen, anticipate and respond to our customers' needs; anticipate, identify, and address issues; maintain decision-making at the lowest level; advocate comprehensive resource management planning; maintain and improve our grass-roots delivery system; build new alliances to expand our partnership; foster economically viable environmental policies; improve the quality of life for future generations; and conserve and enhance our natural resources.

AUTHORITIES, STATUTES AND, LAWS

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.

DEHNR and SWCC are authorized to enter into this agreement by North Carolina General Statutes §139-4 and §143B-294 - §143B-297.

The District authority is defined in Soil Conservation Districts Law, General Statutes of North Carolina §139-1 - §139-47.

ROLES AND RESPONSIBILITIES:

PROGRAM DELIVERY

The parties recognize the natural resources conservation program as a unique blend of voluntary conservation initiatives and federal, state, and local mandates. Together these address a variety of natural resource, environmental, and educational issues. The parties agree to jointly commit their program authorities and financial and human resources to cooperatively implement a unified conservation program in areas of mutual concern.

Natural Resource Inventories and Data Sharing: The parties agree to identify, define, and coordinate the collection and use of natural resource data needed to support the delivery of program benefits. The parties will cooperate in maintaining resource data to assure that it supports the mutual needs of the parties for resource planning and evaluation. The parties further agree that gathered data will be mutually shared and used in support of program delivery. The parties will coordinate with public and private resource groups, other resource agencies, and interested parties to share information and resources as needed to facilitate implementation of the conservation program.

Priorities in Program Delivery: The parties agree to implement the conservation program based on mutually developed priorities while recognizing individual responsibilities for federal, state, or local mandates.

Natural Resource Plans: The parties agree to deliver the conservation program through the development and implementation of comprehensive natural resource plans.

Marketing: The parties agree to conduct a common effort to inform the public of program opportunities and benefits.

TECHNICAL STANDARDS AND JOB APPROVAL AUTHORITY

The parties agree to adopt the NRCS Field Office Technical Guide as the official technical standards for conservation program delivery in areas of mutual concern. It is further agreed that the Soil and Water Conservation Commission may adopt exceptions to these standards for the implementation of specific state authorized conservation programs. The parties may utilize more stringent standards when necessary to comply with locally enacted laws or ordinances.

Although NRCS is responsible for the maintenance of the Field Office Technical Guide, it is agreed that all parties will have full opportunity to participate in any revision of the technical standards.

The parties agree to assign conservation practice (job approval) authority to appropriate employees based on acquired knowledge, skills, and ability level and within applicable laws, regulations, and guidelines.

PERSONNEL

The parties recognize that natural resources conservation programs are delivered through an intergovernmental personnel system, in which federal, state, and local government employees work together. Hiring, supervision, development, evaluation, and dismissal of employees will be done in accordance with applicable law and/or specific governmental or agency policy.

The parties will work together to provide staffing commensurate with workload, priorities, financial resources, and expertise necessary to deliver a balanced and diversified conservation program.

Each party is responsible for the supervision and coordination of its respective personnel. Districts may choose to delegate day to day supervision of their employees to others, based on local situations and guidance provided by NRCS, DEHNR-Division of Soil and Water Conservation, and/or individual county government.

The training and development of employees is a shared responsibility. The parties agree to commit necessary and available resources to develop and maintain technical and administrative competence. The parties further agree to annually assess training needs and address those needs through the sharing of training resources and opportunities.

RECORDS, FACILITIES, AND EQUIPMENT

The parties will work together to provide office space, vehicles, and equipment within funding limits, operating guidelines, authorities, federal and state laws, and local ordinances. The parties will work cooperatively to share these resources through the use of formal and informal agreements.

The parties will agree on the maintenance, update, and disposition of relevant records. Access to records will be governed by the Federal Freedom of Information Act (FOIA) and/or the North Carolina Public Records Law.

TECHNICAL AND ADMINISTRATIVE ASSISTANCE

The parties agree that contracts, memorandums of understanding, and/or additional agreements may be entered into, as needed, to facilitate the implementation of natural resources conservation programs within conservation districts.

FUNDING

The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs.

FEE FOR SERVICES

The parties recognize that nonfederal signatories may establish procedures to collect fees, where permissible, for delivery of such services which are not provided through federal financial or technical assistance.

ACCOUNTABILITY

The parties agree to cooperatively develop and utilize resource and program databases to measure effectiveness in program delivery and customer satisfaction.

SCOPE OF AGREEMENT

This agreement covers the basic operating understanding between all parties. Authority to carry out specific projects or activities, transfer of funds, or acquisition of services or property, will be established under separate agreement.

TORT LIABILITY

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state laws and local ordinances.

CIVIL RIGHTS

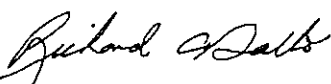
The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and in accordance with regulations of the Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency thereof.

TERMINATION

This agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party by giving 60 days written notice to the other parties.


This agreement supersedes the Supplemental Memorandum of Understanding.

UNITED STATES DEPARTMENT OF
AGRICULTURE
NATURAL RESOURCES CONSERVATION
SERVICE

By: 
State Conservationist

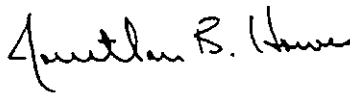
Date: September 18, 1996

GUILFORD SOIL AND WATER
CONSERVATION DISTRICT

By: 
Chairperson

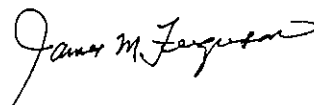
Date: November 11, 1996

NORTH CAROLINA DEPARTMENT OF
ENVIRONMENT, HEALTH, AND NATURAL
RESOURCES

By: 
Secretary

Date: September 13, 1996

NORTH CAROLINA SOIL AND WATER
CONSERVATION COMMISSION

By: 
Chairperson

Date: September 18, 1996