

COOPERATIVE WORKING AGREEMENT

Between the

_____ **SOIL AND WATER CONSERVATION DISTRICT**

and

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

and

**OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF SOIL AND WATER RESOURCES**

PREAMBLE

This Cooperative Working Agreement (CWA) is between the _____ Soil and Water Conservation District (SWCD), referred to as the “**District**” and the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), referred to as the “**Service**” and the Division of Soil and Water Resources of the Ohio Department of Natural Resources, referred to as the “**Division.**”

The CWA is a supplement to the “Mutual Agreement” between the United States Department of Agriculture, the State of Ohio, and the _____ Soil and Water Conservation District signed in 1996.

The parties share the common objective to encourage the wise use and management of the natural resources of Ohio. Full cooperation will be mutually beneficial to all parties in achieving this common objective. This CWA establishes a framework to achieve shared goals relating to the conservation of natural resources.

I. AUTHORITIES, STATUTES, LAWS

1. The **District’s** organization, powers, responsibilities, and authorities are contained in Sections 1515.01 through 1515.29 (Chapter 1515) of the Ohio Revised Code.
2. The **Service’s** organization, duties, and authorities are contained 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.
3. The **Division’s** authorization, duties, and authorities are contained in Sections 1511.01 through 1511.99 (Chapter 1511) of the Ohio Revised Code.

II. PURPOSE AND SCOPE

1. The purpose of this CWA is to strengthen cooperation and document areas of common interest among the parties.
2. The CWA defines the roles and responsibilities of the parties in addressing the natural resource conservation needs of cooperators and other local, State, and Federal agencies; groups; units of government; and the general public.

3. This agreement is a mutual pledge of cooperation to provide leadership and assistance in natural resource conservation.

III. GUIDING PRINCIPLES

The **District**, **Service**, and **Division** jointly provide leadership and assistance to Ohioans on conservation issues. The District, Service, and Division are interdependent, while having independent responsibilities.

IV. ROLES AND RESPONSIBILITIES

1. The **District Board of Supervisors** has the responsibility to provide local leadership in the conservation of natural resources. The District will identify and address resource needs and set priorities based on input from customers, community, conservation partners, and others (locally led process). District strategic or long-range plans will include natural resource needs, objectives, operational strategies, and timelines.
2. The **Service** will provide technical assistance, resource data, and the availability of USDA programs to the District through local soil and water conservation districts to assist landowners and decision makers in the conservation and management of natural resources. While the Service has Federal goals and mandates, it will consider SWCD priorities to further define and guide its work at the local level.
3. The **Division** will provide leadership to the District in strategic planning, technical assistance, fiscal management, staffing, and administering District programs. The Division shall also provide training and technical assistance to District supervisors and personnel in their duties, responsibilities, and authorities. The Division is responsible for supervisor election oversight as authorized by the Ohio Soil and Water Conservation Commission (OSWCC).

A. TECHNICAL AND ADMINISTRATIVE ASSISTANCE

It is mutually agreed:

1. The **District** will determine the amount of technical and administrative assistance needed for delivery of the District's programs.
2. Technical assistance will be provided in accordance with the appropriate rules, policies, and procedures of each party.
3. Matters which require administrative action or approval by any party will be handled through the established administrative procedures of that party.
4. The **Service** will provide technical training and support to Service, District, and Division staffs.
5. The **Service** will ensure that technical manuals, specifications, handbooks, and applicable program standards are available to all Districts and the Division.
6. The **Division** will provide technical training and support to District, Service, and Division staffs.
7. The **Division** will ensure that program standards and technical specifications developed by the Division under authorities in Ohio Revised Code 1511 and Ohio Administrative Code 1501:05 are available to all Districts and the Service.

B. PERSONNEL

1. EMPLOYMENT/STAFFING/SUPERVISION

- a. The parties will work together to coordinate staffing plans to include necessary disciplines for program delivery that support and address **District, Service, and Division** priorities.
- b. Each party is responsible for the recruitment, hiring, management, supervision, development, and evaluation of its own personnel. This includes maintaining an environment that supports a diverse workforce.
- c. District employees will be under the administrative supervision of the **District Board of Supervisors** or designated District employee. The Board may delegate day-to-day supervision to the District Administrator or other designated District employee.
- d. **District** employees may be placed under the technical supervision of Service employees for those activities requiring assistance of the type normally provided by the Service.
- e. The **Service** will select and assign Service employees to the District. The Service will consult with the Board of Supervisors in determining the skills and abilities required and are included in the vacancy announcement for District Conservationist.
- f. The **Division** will select and assign Division employees to assist the District. The Division will consult with the District in determining the skills and abilities required to assist the District. The District may enter into an agreement with the Division for technical assistance from specialists employed by the Division.
- g. The supervision and performance evaluations of employees will be the responsibility of each respective party.
- h. All parties will adhere to ethics; whistleblower; and conflict of interest laws, rules and policies.

2. BOARD MEMBER AND EMPLOYEE DEVELOPMENT AND TRAINING

- a. The parties will work together to determine the amount and type of technical, administrative, educational, and issue-oriented training needed to achieve the priorities of each party.
- b. New board members and all employees will receive an initial orientation and be provided with a detailed job description. Opportunities for certification and continued training will be made available to board members and employees to improve the efficiency and effectiveness of conservation programs.
- c. All parties will share training opportunities to the fullest extent possible.
- d. All employees will be encouraged to take advantage of opportunities for continuing education including professional registrations, certification programs, and membership in professional organizations and associations.

V. COMMUNICATION

The **District, Service, and Division** will strive to keep all parties updated. Each party will take the initiative to ensure good communication. Each party will monitor its communication needs, use the most effective ways to maintain good communication practices, and ensure the timely dissemination of information.

VI. DELIVERING SERVICES

It is mutually agreed:

1. TECHNICAL STANDARDS

- a. The **Service's** Field Office Technical Guide (FOTG) and FOTG reference file serve as the standard for planning and implementing resource management systems and practices.
- b. If a standard and specification for a practice is not available, the Service may develop or adopt a standard and specification from another source.
- c. The **Service** will have leadership for developing and maintaining the FOTG. The Service will consult with the District, Division, State Technical Committee, and scientific community in making revisions or additions to the FOTG.
- d. The parties will work together on the assignment of conservation planning and application responsibilities and job approval to employees based on employee knowledge, skill, ability level, and within applicable laws and guidelines.
- e. Service standards and specifications will be used for all USDA programs and other Federal projects. Service employees are required to use the FOTG and FOTG reference file on all projects and programs.
- f. **District** and **Division** engineers may approve non-Federal engineering practices consistent with NRCS standards and specifications and or design standards adopted under State law.
- g. The **Division** may develop, maintain, and utilize standards and specifications through authorities given in Ohio Revised Code 1511 and Ohio Administrative Code 1501:15-5.

2. RESOURCE INVENTORIES

The parties will work together to identify, define, and coordinate the collection and use of resource inventory data. They will cooperate in gathering, analyzing, and validating resource inventory information to ensure data meets the needs of each party.

3. INFORMATION/DATA SHARING

- a. The parties agree to work toward establishing and maintaining mutually accessible databases.
- b. The parties will work with public and private groups, other resource agencies, and interested parties to share information and resources in developing comprehensive natural resource plans. The release of information will be in accordance with the Federal Freedom of Information Act (FOIA), the 2008 Farm Bill, Section 1619, codified as 7 U.S.C. 8791 (b)(2)(A), Federal Privacy Act, Ohio's Open Records Law, and other applicable Federal and State laws or case law.
- c. To provide accountability, the parties will work together to report progress items by each party's system and share with stakeholders as appropriate.

VII. FEES FOR SERVICE

The **District** may charge fees or require deposits for services provided. The District will not charge for assistance made available by the Service or Division.

VIII. FUNDING

1. The **District** will seek resources to accomplish District priorities.
2. The **Service** will provide support in addressing District and Service priorities.
3. The **Division** will provide support through the State matching fund program and through grants to the District to address District and Division priorities.

IX. FACILITIES/RECORDS

1. WORKPLACE

- a. The parties will work together to provide office space within funding limitations, operating guidelines, and authorities to best meet the needs of those we serve and assist.
- b. The **District**, **Service**, and **Division** will follow their own workplace requirements and be in compliance with provisions of Federal and State accessibility laws.
- c. All parties will display required State and Federal labor law postings.

2. RECORDS

- a. The release of information will be in accordance with the Federal Freedom of Information Act (FOIA), the 2008 Farm Bill, Section 1619, codified as 7 U.S.C. 8791 (b)(2)(A), Federal Privacy Act, Ohio's Open Records Law, and other applicable Federal and State laws or case law.
- b. Each party will adhere to its respective legal requirements in maintaining, updating, and disposing of public records.

X. EQUIPMENT AND SUPPLIES

It is mutually agreed:

1. The **District** may authorize Service employees to use District-owned equipment and supplies when such use addresses the priorities of the District.
2. The **Service** may authorize District employees to use Service-owned equipment and supplies when such use is compatible with the Service's mission.
3. The **Division** may authorize District employees to use Division-owned equipment and supplies when such use is compatible with the Division's mission.
4. **District**, **Service**, and **Division** employees will comply with each other's management regulations and procedures and provide for the effective use and protection of their respective equipment and supplies.
5. All parties will limit to "official business only" the use of equipment and supplies provided by the parties.

6. Each party will assume responsibility for damage or loss of equipment owned by another party when such damage or loss is due to willful negligence of an employee.
7. The **District**, if using Service-owned vehicles, will enter into a separate agreement with the Service.

XI. LIABILITY

It is mutually agreed:

1. The parties will each assume responsibility for the actions of their officials, employees, or agents acting within the scope of their employment to the extent provided by Federal, State, and local ordinances and regulations.
2. Federal tort liability protections generally will apply to all parties when applying conservation practices following Service standards and specifications and when acting within the Ohio Conservation Partnership Engineering Job Approval Authority and the scope of their duties.
3. If a **District** does not use the Service's standards and specifications for agronomic or management practices and/or operates outside the Ohio Conservation Partnership Engineering Job Approval Authority, it shall assume liability for the technical service provided. District engineers' use of non-Federal/non-Division approved standards and specifications will nullify Division provided liability protection under Ohio Revised Code Section 1515.081.
4. If the **Division** does not use the Service's standards and specifications for agronomic or management practices and/or operates outside the Ohio Conservation Partnership Engineering Job Approval Authority, it shall assume liability for the technical service provided.
5. **Service** materials and equipment may not be used in conjunction with practices identified in 3 and 4 above.

XII. CIVIL RIGHTS

By signing this agreement, the parties ensure that the programs or activities provided for under this agreement will be conducted in compliance with all applicable Federal, State, and local civil rights laws, rules, regulations, and policies.

XIII. AGREEMENT MODIFICATION/TERMINATION

This agreement can be modified at any time by mutual consent of all parties or can be terminated by any party giving 60 days written notice to the other parties. The parties will review this agreement as needed or every five years.

XIV. SIGNATORIES

This agreement was officially approved at the meeting of the District Board of Supervisors on _____, 20__.

_____ SOIL AND WATER CONSERVATION DISTRICT

Chairperson

Date

DIVISION OF SOIL AND WATER RESOURCES
OHIO DEPARTMENT OF NATURAL RESOURCES

MICHAEL BAILEY
Chief

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

TERRY J. COSBY
State Conservationist

Date

**BOARD OF SUPERVISORS – ANNUAL BOARD MEETING REVIEW
ACKNOWLEDGEMENT**

This document was reviewed at a January board meeting with the SWCD Board members and conservation partnership staff on the following date:

_____, 2015

_____, 2016

_____, 2017

_____, 2018

_____, 2019

_____, 2020