

# COOPERATIVE WORKING AGREEMENT

Between the

NATURAL RESOURCES CONSERVATION SERVICE  
UNITED STATES DEPARTMENT OF AGRICULTURE

and

THE STATE OF TENNESSEE, DEPARTMENT OF AGRICULTURE

and

THE MADISON COUNTY SOIL CONSERVATION DISTRICT

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

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), and the Tennessee Department of Agriculture, and the Madison County Soil Conservation District, collectively referred to as the parties, to define clearly the roles and responsibilities of the parties.

### **AUTHORITIES, STATUTES, 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.

The State of Tennessee's authority for participation is defined in Tennessee Code Annotated, Section 43-14-101 and Tennessee Code Annotated, Section 43-14-218. The District Authority is defined in Tennessee Code Annotated, Section 43-14-201.

### **STATEMENT OF PURPOSE**

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

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.

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 the leadership and ownership, the credit and the responsibility. A mutual goal is to improve our efficiency and effectiveness by putting quality first; empowering people to make decisions; demonstrating professionalism and dedication and striving for continuous improvement.

## **ROLES AND RESPONSIBILITIES:**

### **PERSONNEL**

Each party is responsible for the hiring, management, supervision, development, and evaluation of its own personnel, including creating an environment that supports a diverse workforce. NRCS, through their State Conservationist, will designate a representative to be the primary staff member for assisting the District and will locate its personnel, insofar as feasible, at headquarters mutually satisfactory to all parties.

### **TRAINING**

The parties will provide appropriate leadership in administrative and technical training as determined by program needs. Training also includes the orientation of all employees and officials in organizational philosophies, programs, authorities, roles and responsibilities of the parties.

Parties are encouraged to offer training opportunities to each other.

### **EMPLOYMENT**

The parties will work together to coordinate individual staffing plans to include necessary disciplines for the purposes of this agreement and in accordance with respective operating procedures.

Employee evaluations will be done independently by the employing organization, but others may provide input.

### **TECHNICAL AND ADMINISTRATIVE ASSISTANCE**

The parties will work together to determine the amount of technical and administrative assistance needed and available for program delivery at each level. Such assistance may include contracts, agreements, procurement, personnel, engineering, and/or other assistance provided by the parties.

### **PROGRAM DELIVERY**

#### **NATURAL RESOURCE PLANS**

The parties will coordinate with public and private resource groups, other resource agencies, and interested parties to share information and resources in developing comprehensive natural resource plans.

#### **RESOURCE INVENTORIES**

The parties agree to identify, define, and coordinate the collection and use of resource inventory data and to share in the responsibility of disseminating the information.

The parties will cooperate in monitoring and validating the resource inventory data to assure that the data meets the needs of resource planning and evaluation processes.

#### **INFORMATION/DATA SHARING**

The parties will designate who has responsibility for collection and maintenance of particular resource information, if necessary, under separate agreement.

The parties will agree to work toward establishing and maintaining accessible data bases, when feasible.

#### **BOUNDARIES**

The parties will agree on common boundaries for program delivery.

## **MARKETING**

The parties will coordinate their efforts in the communication of program information to their customers.

## **TECHNICAL STANDARDS**

The parties will adopt the NRCS Field Office Technical Guide (FOTG) and other science-based technical standards, as appropriate.

### **JOB APPROVAL**

Each party will assign conservation practice (job approval) authority to its personnel based on employee knowledge, skill and ability levels and within applicable laws and guidelines.

### **MAINTENANCE OF STANDARDS**

The parties will develop a process to establish and maintain consistent standards.

## **RECORDS, FACILITIES AND EQUIPMENT**

### **WORKING SPACE**

The parties will work together to provide office space within respective funding limits, operating guidelines, and authorities. NRCS facilities will be located, insofar as feasible, within quarters mutually satisfactory to all parties.

### **EQUIPMENT**

The parties will agree to share equipment for common use within established guidelines and procedures.

### **VEHICLES**

The parties will agree to share vehicles subject to the requirements of state and federal laws.

### **RECORDS MANAGEMENT**

The parties will agree to share access and use of relevant records subject to the requirements of state and federal laws.

The parties will maintain, update, and dispose of relevant records according to respective operating guidelines and authorities.

## **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.

## **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.

## ACCOUNTABILITY

The parties will design and implement an outcome based-evaluation system to determine if resource and customer needs are being met and share accomplishments accordingly.

At the end of each calendar year, or of each fiscal year of the State, the District will submit to the Department of Agriculture, through the State Conservationist of the Natural Resources Conservation Service, an annual report on the District's activities and accomplishments.

## SCOPE OF AGREEMENT

Authority to carry out specific projects or activities, such as transfer of funds, acquisition of services and property, will be established under separate agreement.

## 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 giving 60 days written notice to the other parties.


This agreement supersedes the Supplemental Memorandum of Understanding.

## USDA, NATURAL RESOURCES CONSERVATION SERVICE

By:   
(State Conservationist)

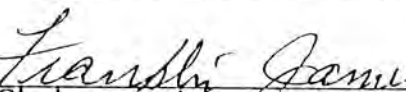
Date: March 28, 1996

## TENNESSEE DEPARTMENT OF AGRICULTURE

By:   
(Commissioner)

Date: June 24, 1996

## MADISON COUNTY SOIL CONSERVATION DISTRICT

By:   
(Chairperson)

Date: 7-17-96