

COOPERATIVE WORKING AGREEMENT

Between the

**WINKELMAN NATURAL RESOURCE CONSERVATION DISTRICT
and the
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

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

THIS AGREEMENT is made and entered into this 15th day of July 2009 by and between the Winkelman NRCD, hereinafter referred to as the District and the Natural Resources Conservation Service (NRCS), hereinafter referred to as the NRCS, 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 103-345; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994. NRCS staff will direct and implement conservation initiatives and programs as guided by local NRCD and SWCD priorities, and NRCS state and national policy.

The Natural Resource Conservation Districts of Arizona are authorized for participation as defined in Arizona Revised Statutes, § 37-102 and § 37-1001, ET. SEQ.

The Soil and Water Conservation Districts of Arizona are authorized for participation under various Tribal Codes.

The purpose of this agreement is to supplement the Mutual Agreement between the United States Department of Agriculture, Tribal Governments and the various Natural Resource Conservation Districts and Soil and Water Conservation Districts signed in 1996. This cooperative working agreement documents those areas of common interest of the state, tribal, 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 by promoting locally lead conservation; 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.

This agreement will help the parties define expectations and clarify roles and responsibilities in the delivery of technical and financial assistance in order to improve efficiency by complementing each party's program and avoiding duplication of efforts.

Therefore, NRCS and the District, deem it mutually advantageous to cooperate in this undertaking, and hereby agree as follows:

The Natural Resources Conservation Service will:

1. Support the DISTRICT's goals by providing technical assistance to the land owners and land managers within areas of resource conservation and management by completing conservation plans and offering USDA cost sharing opportunities whenever possible or referral to other federal, state or local cost share opportunities where applicable.
2. Receive input from the Local Work Group and stakeholder meetings and use the information to set priorities which guide the delivery of NRCS programs.
3. Partner with the DISTRICT in coordinating with the local agriculture, agency and community groups where possible to further the DISTRICT'S conservation goals and objectives.
4. Respond to DISTRICT requests for guidance and technical assistance for DISTRICT activities regarding resources available from NRCS.
5. NRCS will implement the USDA conservation programs.
6. Keep DISTRICT apprised of NRCS activities and programs on a monthly basis and provide a yearly summary of NRCS accomplishments to the DISTRICT.
7. Bring financial opportunities, including matching funds strategies to the attention of DISTRICT.
9. Allow for district supervisors to accompany NRCS employees in NRCS vehicles to complete official NRCS business of mutual interest to both parties. Only persons having an official NRCS business need will be permitted to ride as passengers in NRCS vehicles. Passengers will not be permitted to ride as a matter of personal preference or convenience.

If available, NRCS vehicles assigned to the Tucson field office may be used by the Conservation District supervisors covered by this agreement only for purposes of official NRCS business. Such usage must be in accordance with NRCS policy as outlined in General Manual 360, part 420.150, and General Manual 120, parts 405.21 and

405.23(m). Completing work items covered in the Field Office Business plan, and completing work on items in Contribution agreements are examples of official NRCS business. All use of the vehicles should be approved by the District Conservationist. Districts are encouraged to have personal liability insurance to protect them from any potential misuse.

(See the following attached exhibits)

- a) Exhibit 1: GM 360, part 420.150: Safety and Health Management Program
Subpart O: Safety Requirements for Incidental Motor Vehicle Operators.
- b) Exhibit 2: GM 120, part 405.21: Personal Property.
- c) Exhibit 3: GM 120, part 405.23: Vehicle Management
(m) Loan of Vehicles.

Vehicle usage for Conservation District, or other non-NRCS business is not provided under this agreement.

Vehicles can be loaned to other agencies of the Department of Agriculture, to Federal agencies outside the Department, and in some circumstances to non-Federal agencies. All loans require formal written agreements. An Agreement for Intermittent Use of Transportation Equipment must be established for use other than official NRCS business.

The DISTRICT will:

1. Provide technical and education assistance within the joint service area in the areas of resource conservation and conservation planning.
2. Provide local priorities to guide NRCS activities by producing an annual work plan and keeping an updated DISTRICT'S long range strategic plan.
3. Convene the Local Work Group and stakeholder meetings to provide local advice to NRCS programs.
4. Continue to pursue financial and technical assistance to build DISTRICT capacity and address identified conservation priorities in the joint service area.
5. Assist NRCS in promoting USDA programs by participating in education and outreach activities.
6. Advocate for a strong natural resource conservation program by keeping County Board of Supervisors, local legislators, and other key stakeholders apprised of conservation activities in the joint service area.
7. Update NRCS on activities of local and state advisory committees and community groups attended by DISTRICT Board members and staff.
8. Participate in local, state, and national opportunities for policy, program, and project development.

9. Technical practice application will follow NRCS standards and specifications or equivalent on projects / programs.

The DISTRICT and NRCS mutually agree to:

1. Coordinate activities to ensure efficiency in program delivery and good working relations toward accomplishing goals of the strategic plans.
2. Share equipment and technology to further the goals and objectives of both parties - work together to develop agreements for sharing of supplies and equipment.
3. Will coordinate information and outreach strategies to the public
 - a) definition of "sensitive information" will be determined by NRCS on a case by case basis considering the impact of the Freedom of Information Act, State Statutes and Tribal Codes.
 - b) Section 1619 of the Farm Bill prohibits the Secretary of Agriculture and its employees, contractors and cooperators from disclosing certain information that has been provided by agricultural landowners and producers to participate in the U.S. Department of Agriculture's (USDA) programs, except as necessary for delivering technical assistance.
(Please see and sign attachment)
4. Share opportunities for training.
5. Each party is responsible for the hiring, management, supervision, development and evaluation of its own personnel.
6. DISTRICT Supervisor(s) and NRCS District Conservationist will be included or courtesy copied with business communication of joint importance and/or governance using the appropriate lines of communication.
7. The parties will assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by law.
8. Parties will provide project data including accomplishments to each other at least twice a year to facilitate project and program coordination.
9. Exchange and share information on funding opportunities for joint projects and activities.
10. May co-host meetings & events of mutual interest.
11. In the event of a natural disaster or other emergency, work priorities may be changed to allow appropriate response.
12. Develop disaster response plan for natural resources.
13. Meet respective parties' deadlines for joint activities and information exchange.
14. This agreement can be modified or terminated by either party by giving 60 days

notice.

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 (7 CFR. - 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.

Winkelman Natural Resource Conservation District

By.

Date:

USDA Natural Resources Conservation Service

By.

STATE CONSERVATIONIST

Date: