

OPERATIONAL AGREEMENT

between

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

and

DANE COUNTY, WISCONSIN

I. Purpose

The purpose of this Operational Agreement is to identify the responsibility of Dane County Wisconsin, hereafter called "County" and the United States Department of Agriculture, Natural Resources Conservation Service, hereafter called "NRCS", regarding the employment, administration, and training of field office employees; the provision, use, and responsibility for either County or NRCS owned/maintained equipment and supplies; the maintenance of fiscal and activity reports; and to define roles and responsibilities relating to the development of conservation priorities and policies.

II. Background:

The County, acting through its Land Conservation Committee or equivalent conservation organization partner, is responsible for planning, setting priorities and implementing land and water conservation programs as authorized under Chapter 92, Wisconsin Statutes.

The NRCS is authorized and directed under the terms of various federal statutes to carry out an assortment of Soil and Water Conservation Programs and to provide landowners, State and local governments, and other entities with natural resource conservation technical assistance, counseling, planning/design, and implementation activities. The NRCS has been granted specific authority to enter in to agreements with local Conservation Departments to share/leverage human and capital resources to address local resource concerns of each party's respective missions, goals, and objectives.

It is mutually agreed that because this agreement provides guidelines for rendering specialized and technical services to State and local units of government pursuant to Title III, Section 302, of the Intergovernmental Cooperation Act of 1968 (P.L. 90-577), and OMB Circular No. A-97 the roles of the County and NRCS will be defined as follows:

A. The NRCS will:

1. Designate the Assistant State Conservationist for Field Operations as the NRCS liaison to the County for this Agreement.
2. Provide technical training to County employees in the art and science of soil conservation and water quality technology, the techniques of maintaining NRCS records and the techniques of supervision and management, to the extent that NRCS personnel and facilities can be made available.
3. Provide consultation and guidance to the Land Conservation Committee Members, County Conservationist, and County Conservation staff on NRCS policy and technical issues when requested.
4. Through the District Conservationist:
 - a. Collaborate with the County to develop work strategies designed to meet the soil and water conservation goals and objectives of the County Land and Water Resource Management Plan, as well as NRCS's Local Work Group, State Technical Committee, and Agency Priorities.
5. Acknowledge the County Land and Water Resource Management Plan when convening the Local Work Groups for developing and updating County conservation priorities.
6. Assist County employees when operating under the technical guidance of the NRCS to become proficient in doing technical work.
7. Assist County office personnel to become proficient in office procedures. Office personnel will assume responsibility for such office activities as mutually agreed to by the County and NRCS.
8. Authorize County employees, with proper clearance, to use NRCS equipment and supplies that are available within the County when such use will increase the effectiveness of the program of work of the County.
9. Require NRCS employees who use County equipment and supplies to follow the regulations and procedures required by the County.
10. Assume responsibility for damage or loss of County equipment, due to negligence or inappropriate use by an NRCS employee.
11. Ensure NRCS employees working within the County has a solid grasp and understanding of all relevant federal, State, and local laws and ordinances for which conservation program participants must comply.

12. Acknowledge State and County standards and specifications related to conservation work, and help inform prospective participants of such requirements. NRCS has no authority to assume joint responsibility when the County adopts standards and specifications that differ from NRCS standards and specifications. NRCS has no authority to help the County apply practices for State or County programs using standards and specifications that are not contained in the FOTG.
13. Assume all responsibility for certification of need, practicability and performance of NRCS financial assistance program practices within the County.

B. The County will:

1. Designate the County Conservationist, or equivalent, as the County staff supervisor and liaison for this Agreement.
2. Provide training to NRCS employees on State and/or County laws and ordinances related to conservation program implementation.
3. Provide technical support to NRCS with the agency's conservation program implementation at the County level.
4. Through the County Conservationist, or equivalent:
 - a. Collaborate with the NRCS to develop work strategies designed to meet the soil and water conservation goals and objectives of the County Land and Water Resource Management Plan, as well as NRCS Local Work Group, State Technical Committee, and Agency Priorities.
5. Include County resource concerns and priorities as set by the Local Work Groups when developing and updating the County Land and Water Resource Management Plan.
6. Acknowledge NRCS standards and specifications contained in the FOTG related to federal conservation work, and help inform prospective participants of such requirements.
7. **ACKNOWLEDGE OF SECTION 1619 COMPLIANCE.** The County shall only utilize NRCS customer files and information to carry out work of the NRCS programs, to include conservation planning activities and technical assistance. Use of NRCS customer case file information is not to be used outside of official NRCS business, without consent from Landowner. The purpose of this Acknowledgment of Section 1619 compliance is to require acknowledgement by County partners of the requirement of Section 1619 of the Food, Conservation, and Energy Act of 2008 (the 2008 Farm Bill), which prohibits disclosure of certain information by the

Department of Agriculture and its cooperators (partners) who assists NRCS in the delivery of conservation-related service. Those individuals or organizations that assist NRCS with providing conservation-related services are known as NRCS Conservation Cooperators.

8. Adopt and require County employees to use NRCS standards and specifications contained in the FOTG in conservation planning and the application of soil conservation and water pollution abatement practices when assisting property owners, units of government and others. Reimbursement for technical assistance may be required under terms of a separate agreement.
9. Provide equipment and supplies for County staff working under the terms of this agreement.
10. Authorize NRCS employees to use County equipment and supplies as appropriate in carrying out the County Land and Water Resource Management Plan.
11. Assume responsibility for damage or loss of NRCS equipment when such damage or loss is due to negligence or inappropriate use by a County employee.
12. Maintain records of work activities and accomplishments on federally funded project to ensure that:
 - a. Conservation planning and application and other required conservation activities can be reported as needed by the County and NRCS.
 - b. County employees are performing work within their engineering job approval authority, as indicated on the NRCS/DATCP joint engineering job approval practitioners' certification.
 - c. Documentation is available for quality assurance reviews.
13. Use NRCS Government Owned Vehicle (GOV) provided:
 - a. Use is for official business and does not cause any conflict of interest or appearance issues as determined by NRCS.
 - b. County submits proof of current liability insurance policy that names the USDA as an insured and in an amount approved by the NRCS (minimum \$500,000).
 - c. Each County driver applicant provides a copy of their valid State driver's license.

- d. County driver receives written NRCS authorization prior to beginning use. This will be a Letter of Authorization for NRCS Vehicle Use issued by the NRCS Assistant State Conservationist for Field Operations. A copy of this letter must be in possession of the County user while operating a USDA NRCS vehicle (see attachment A of this Agreement).
- e. Vehicle is otherwise available (not scheduled for NRCS user), prior to use. Local NRCS approval is provided by the NRCS District Conservationist or Acting, and the employee using the vehicle properly signs for the GOV on the local NRCS sign-out sheet.

III. It is mutually agreed that:

- A. By signing this agreement, the parties agree that all programs and/or activities provided for under this agreement will be conducted in compliance with all applicable federal, State, and local laws, rules, regulations, and policies.
- B. Civil rights policies will be complied with by entities that assist NRCS in administering its programs and services and are recognized as Partners. The Department of Agriculture Regulation 7 CFR, Part 15.5, DR 4330-2, and the NRCS General Manual Title 230, Part 405 set forth agents of the agency's responsibilities in program delivery with respect to Equal Opportunity.
- C. Ethics/Conflict of Interest; NRCS staff are required to inform their Supervisor when attempting to participate in NRCS Programs (i.e. applying, contracting, etc.), and remove themselves from certain decisions (i.e. developing ranking questions, ranking certain applications, etc.) that may influence how programs are administered within their jurisdiction. NRCS encourages County staff to be cognizant of potential conflicts of interest when they are supporting NRCS Programs, and attempting to be a Program Participant at the same time. It is recommended County staff pursue the same ethical standards as NRCS to avoid any potential for, or the appearance of a conflict of interest.
- D. This agreement shall become effective on the date of the NRCS State Conservationist signature and shall continue in effect until September 30, 2018 unless terminated by either party. Any party to this agreement may terminate the agreement as it applies to that party upon notice in writing to the other parties at least sixty (60) days prior to the date of termination. Any party may request amendment of the agreement by notifying the other parties in writing of the nature and purpose of the requested amendment.
- E. Memorandum of Understanding and associated agreements between NRCS, conservation partners and American Indian Tribes are to be evaluated and modified to avoid conflicts of interest. NRCS policy for support comes from Manual Title 440 Section 504.14 (Amend. 68 - November 2012) Conservation Partners and includes the following

guidance as it related to support of partners who solicit to obtain reimbursement for services provided:

1. Conservation partners who are co-located in NRCS offices and decide to compete as third-party vendors of Technical Service Providers (TSP) assistance must relocate their TSP-associated business outside NRCS offices and information systems.
2. In order to provide fair access to competitive grants and agreements, those conservation partners that wish to compete for TSP contracts and/or agreements, must find separate arrangements when they share NRCS office space, customer files and information, and NRCS equipment. These separate arrangements will ensure that partners wishing to act as TSPs will not have an unfair competitive advantage when soliciting competitive contracts and agreements with NRCS or when contracting with program participants.

As a condition of an Operational Agreement with the Dane County Land & Water Resources Department assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b) which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

For DANE COUNTY:

Amy Callis
County Conservationist

Date

County Land Conservation Committee
Chair

Date

County Executive
(as applicable)

Date

For UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

Adam Dowling
NRCS District Conservationist

Date

John White
NRCS Assistant State Conservationist – Field Operations

Date

Jimmy Bramblett
NRCS State Conservationist

Date
(agreement effective date)

Attachment A

LETTER OF AUTHORIZATION FOR NRCS VEHICLE USE

Approval Period: <insert date to reflect the date of or after operational agreement signed by STC> to September 30, 2018.

ADDENDUM TO OPERATION AGREEMENT BETWEEN Dane County and the United State Department of Agriculture, Natural Resources Conservation Service.

Dane County Land Conservation Departments' conservation staff located at the Madison Wisconsin NRCS Service Center may use NRCS Government Owned Vehicles (GOV) provided:

- a. Use is for official business and does not cause any conflict of interest or appearance issues as determined by the NRCS. Storage at a private residence is not allowed under this agreement without specific, prior, approval via the NRCS Assistant State Conservationist – Field Operations on a case-by-case basis.
- b. Example of County related activities that are acceptable when using NRCS GOV:
 - Meeting with Cooperators to complete any state of the Conservation planning process
 - Design, layout, and construction of conservation practices
 - Acquiring signature(s) and/or additional documentation needed for Financial Assistance Program participation
- c. County submits proof of current liability insurance policy that names the USDA as an insured and it an amount approved by the NRCS (minimum \$500,000 unless otherwise notes).
- d. Each County driver applicant provides a copy of their valid state drivers' license to District Conservationist.

Approved by: _____
NRCS ASTC-FO

Laurie Lambert
Authorized County/Partner driver

Steve Ottelien
Authorized County/Partner driver

Marie Raboin
Authorized County/Partner driver

Seth Ebel
Authorized County/Partner driver

Angie Mayr
Authorized County/Partner driver

Curt Diehl
Authorized County/Partner driver

Eric Krueger
Authorized County/Partner driver

Shawn Esser
Authorized County/Partner driver

Note: Copy of authorized County/partner drivers' licenses is to be submitted to the NRCS Area Office.