

RESOLUTION NO. 2013-80

RESOLUTION BY THE ECONOMIC DEVELOPMENT AND LAND USE PLANNING COMMITTEE AUTHORIZING AN OPERATIONAL AGREEMENT BETWEEN RACINE COUNTY AND THE UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that the County's Land Conservation Department is authorized to enter into an operational agreement with the United States Department of Agriculture Natural Resources Conservation Service for services outlined in "Exhibit A," that is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors authorizes Corporation Counsel to prepare contracts with all necessary and appropriate terms and conditions.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Executive, the County Clerk and/or the County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading _____

ECONOMIC DEVELOPMENT AND LAND USE PLANNING COMMITTEE

2nd Reading _____

BOARD ACTION

Mark M. Gleason, Chairman

Adopted _____

For _____

Against _____

David J. Cooke, Vice Chairman

Absent _____

VOTE REQUIRED: Majority

Robert D. Grove, Secretary

Prepared by: Corporation Counsel

Kenneth Lumpkin

Pamela Zenner-Richards

Monte G. Osterman

Thomas Pringle

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5 **The foregoing legislation adopted by the County Board of Supervisors of**
6 **Racine County, Wisconsin, is hereby:**

7 **Approved: _____**

8 **Vetoed: _____**

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10 **Date: _____,**

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12 _____
13 **James A. Ladwig, County Executive**

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18 **INFORMATION ONLY**

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20 **WHEREAS**, the Natural Resources Conservation Service (NRCS) has been
21 granted specific authority to enter into agreements with local Conservation Departments to
22 leverage human and capital resources to address local resource concerns; and

23
24 **WHEREAS**, by entering into this agreement with the NRCS, the County will be
25 provided with technical assistance, counseling, training, planning/design and
26 implementation strategies to meet the goals and objectives regarding land and water
27 conservation for Racine County.
28

**OPERATIONAL AGREEMENT
BETWEEN
RACINE COUNTY, WISCONSIN And the
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

I. Purpose:

The purpose of this Operational Agreement is to identify the responsibilities of Racine 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, subcommittee of the Economic Development and Land Use Planning 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 memorandum 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's 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 (LWG) 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 have 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 specification that differ from NRCS standards and specifications. NRCS has no authority to help the county apply practices for State or County programs using standards or 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's Land and Water Resource Management Plan, as well as NRCS's Local Work Group, State Technical Committee, and Agency Priorities.
5. Include county resource concerns and priorities as set by the Local Work Groups (LWG) 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 be used outside of official NRCS business, without consent from Landowner. The purpose of this Acknowledgment of Section 1619 compliance is to require acknowledgment by County partners of the requirements 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 (USDA) 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 requested 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's 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 projects 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 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.

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 GM 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 last signature hereto and shall continue in effect for a period of five years from that date 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 (MOU's) 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 the General Manual (GM) Section 504.14 (Amend.68-November 2012) Conservation Partners and includes the following guidance as it relates 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 a grant, cooperative working, Operational, Cooperative or contribution agreement with the (insert name of county Department or Land Conservation Committee) 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 RACINE COUNTY:

County Conservationist

Date

County Land Conservation Committee
Chair

Date

County Board of Supervisors Chair
(as applicable)

Date

County Board of Supervisors vice Chair
(As applicable)

Date

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

NRCS District Conservationist

Date

NRCS Assistant State Conservationist for
Field Operations

Date

NRCS Wisconsin State Conservationist
Jimmy Bramblett

Date (effective date)