INTER AGENCY (IA)
Cooperative Working Agreement (USDA-NRCS/State of Iowa/SWCD) (03/18)

The purpose of the Cooperative Working Agreement is to supplement the Mutual Agreement between the USDA Natural Resources Conservation Service, State of Iowa, and soil and water conservation districts. The Cooperative Working Agreement documents areas of common interest to the parties in natural resources conservation. These areas of common interest include:

- Secretarial assistance
- Technical assistance
- Supervision of employees
- Sharing of space, office equipment, field equipment and vehicles

The 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.
COOPERATIVE WORKING AGREEMENT
Between the
NATURAL RESOURCES CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE
and
THE STATE OF IOWA
and
THE ________________ COUNTY SOIL AND WATER CONSERVATION DISTRICT

For their Cooperation in the
Conservation of Natural Resources

PREAMBLE

This agreement made and entered into on , by and between the Division of Soil Conservation and
Water Quality, Iowa Department of Agriculture and Land Stewardship, which includes the State Soil Conservation
Committee (herein after called the Division), the Natural Resources Conservation Service, United States Department of
Agriculture (herein after called the Service), and the County Soil and Water Conservation District which
includes District Commissioners and District Employees (herein after called the District), collectively referred to as the
parties.

The purpose of this agreement is to supplement the Mutual Agreement between the United States Department
of Agriculture and state of Iowa and the County Soil and Water Conservation District. This cooperative
working agreement documents those areas of common interest to the parties in natural resources conservation.

The customers of the parties to this agreement are individual landowners/land users, federal and state land
management agencies, and 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 of mutual concern; maintain decision- making at the lowest
level; advocate comprehensive resource management planning, maintain and improve our grass-roots delivery system;
built new alliances to expand our partnership; foster economically viable conservation 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; emphasizing communication, coordination, and cooperation; sharing training opportunities; promoting
mutual respect, support, and trust; and sharing the leadership and ownership, the credit for 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.

VISION

A conservation partnership that provides leadership for the enhancement of Iowa's natural resources and
quality of life.

VALUES

The parties to this agreement jointly provide leadership and assistance to Iowans on conservation issues. As
partners, we have independent responsibilities, yet are dependent on each other for successful delivery of programs.

The agencies seek to achieve their respective goals through a cooperative working partnership while maintaining their
own independent missions and assuming responsibility for their actions. The agencies endorse the voluntary approach to
achieving conservation on the land by assuming their roles in government in the promotion of that goal. They support
local involvement in the development of conservation priorities and programs. The agencies will provide productive
and technically sound staff that recognizes the importance of agriculture to the economy of the state and the quality of
the environment. They will encourage their employees to be an active part of the community.

The agencies will support producers and landowners, both agricultural and urban, in making sound resource use
decisions while producing a safe and adequate food supply. They will recognize producers as active conservationists,
the key to solving resource issues and their primary customers.

These goals will be accomplished by providing technical, financial, and educational assistance. The agencies will assist
each other to create an awareness of good stewardship by informing and educating public policy decision makers at the
local, state, and federal level.

PURPOSE

The purpose of this Cooperative Working Agreement is to strengthen the cooperative partnership between the
parties.

The parties share the common objective of the wise use and management of the lands and waters of this state.
Full cooperation will be mutually beneficial to all parties in achieving this common objective. This Cooperative
Working Agreement establishes a framework for cooperation to achieve shared goals relating to the conservation of
natural resources.

AUTHORITIES, STATUTES, AND LAWS

The Service is authorized to cooperate and furnish assistance to the Division and the District 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 Iowa's authority for participation is defined in Iowa Code Chapter 161A, "Soil and Water
Conservation."

The District's authority is defined in Iowa Code Section 161A. 7, "Powers of Districts and Commissioners."

ROLES AND RESPONSIBILITIES

PERSONNEL

CONTINUING EDUCATION

It is mutually understood and agreed:

1. That partners will strive to make the Division and Service training courses and facilities available to
partnership employees and district commissioners to the maximum extent possible.

2. That the Division field representative, the Service Assistant State Conservationist for Field Office
Operations, and when appropriate the Soil and Water Conservation District Commissioners, will consult on
training content and scheduling of area wide and statewide training which includes Division, District, and
Service employees.

EMPLOYMENT
It is mutually understood and agreed:

1. That each party is responsible for the hiring, management, supervision, development, and evaluation of its own personnel, including creating an environment that supports a diverse work force.

2. That the Division will select and assign Division employees in the District.

3. That the Service will provide daily technical direction to all staff in the field office to assure that technical manuals, specifications, handbooks, and all applicable program standards of the Service, District, and Division are followed.

4. That the Service if requested by either the Division or the District, will direct and monitor the day-to-day work activities, and will prioritize workload of employees to achieve the partner's objectives.

5. That the Service will select and assign Service employees in the District.

6. That the Service, if requested by either the Division or the District, will provide input on the technical capabilities during evaluations of Division and/or District employees.

CONFLICT RESOLUTION

It is mutually understood and agreed:

That the parties work together to identify, evaluate, and resolve conflicts in a timely manner at the lowest level possible.

TECHNICAL AND ADMINISTRATIVE ASSISTANCE

The Division agrees:

1. To set priorities for making Division personnel, funds, supplies, and equipment available to the District as related to workload and as budget allows.

2. To provide secretarial and technical assistance to the District and the Service to carry out natural resources conservation programs as related to workload and as budget allows.

The Service agrees:

1. To set priorities for making Service personnel funds, supplies, and equipment available to the District when funds are available.

2. To make available to the District the services of personnel qualified in carrying out natural resources planning and application.

It is mutually understood and agreed:

1. That the Division and the Service in consultation with the District will establish kind, number, and location of Division and Service positions that will be provided to each District.

2. That 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. All parties will give each other as much advanced notice as possible when staff will be out of the office on anticipated leave with or without pay status (minimum one day or with supervisors approval). Administrative action will be exempt of this one day notice.
3. That partner's employees assigned to work on natural resources conservation programs meet standards as to qualifications to operate each partner's equipment.

4. That when providing technical assistance to each party's programs, it is done in accordance with the appropriate administrative rule, policies, and procedures.

5. That all matters which may require administrative action or approval by any party will be handled through the established administrative procedures of that party.

RECORDS, FACILITY, AND EQUIPMENT

The Division agrees:

1. To permit Division and District employees to use Service equipment, supplies, and vehicles made available to Districts.

The Service agrees:

1. To provide office space for Division and District employees.

2. To provide facilities for District Commissioners use.

3. To permit the placement of Division and District equipment in Service offices.

4. To provide operations items such as paper, supplies, etc., or share in the cost of such items used in Division and District equipment when required for Service use.

5. To permit Division and District employees to use Service equipment, supplies, and vehicles made available to Districts.

It is mutually understood and agreed:

1. That all parties will comply with section 1619 of the Food, Conservation, and Energy Act of 2008 (2008 Farm Bill)

2. Facilities, equipment, and supplies provided by the parties will be available for use by all parties and will be used and maintained within established guidelines and procedures.

PROGRAM DELIVERY

OPERATING AGREEMENTS

It is mutually understood and agreed:

1. The District, in consultation with the Division and the Service, will develop, implement, and review annually a Local Operating Agreement as a working plan to achieve natural resources conservation objectives.

2. The District, in consultation with the Division and the Service, will determine the kind, amount, and priority of work to be performed on farms, ranches, and other land, and ensure that the provisions of agreements it enters into with owners and operators of land are implemented.

3. The District, in consultation with the Division and the Service, will evaluate the conservation needs of and develop a plan for accomplishing the conservation goals within the District.

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

5. The parties will cooperate with each other in carrying out natural resources conservation programs utilizing the concept of the Locally Led Conservation Process.

6. The Division and the Service may only assist the District with those portions of the long range plan and operating agreement for which they have authority and that are consistent with the priorities of congressionally mandated USDA program delivery through the Service.

INFORMATION AND DATA SHARING

It is mutually understood and agreed:

That the release of information will be in accordance with the Freedom of Information Act, Privacy Act, and Iowa Public Records Law.

MARKETING/COMMUNICATION

It is mutually understood and agreed:

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

2. That each party will keep the others informed of legislation, appropriations and proposed changes in long-range programs or policies that could significantly affect cooperative natural resources conservation activities.

TECHNICAL STANDARDS

FIELD OFFICE TECHNICAL GUIDE

It is mutually understood and agreed:

1. The parties will adopt the electronic Service Field Office Technical Guide (EFOTG) and other science-based technical standards, as appropriate.

2. The Service will maintain the EFOTG and will consult with the District and Division on revisions and additions.

JOB APPROVAL

It is mutually understood and agreed:

1. That the Service will assign conservation practice (job approval) authority to personnel based on employee knowledge and skill and within applicable laws and guidelines.

2. That District and Division employees are not exempt from state engineering licensing laws as are federal employees. Therefore, the job approval authorities of district and division employees may not be the same as for equivalent level federal employees.

FUNDING

It is mutually understood and agreed:

1. That the parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs.
2. That the parties may enter into individual operating agreements or make available other appropriate arrangements to provide specific services or assistance involving technical financial information and other areas of expertise.

3. That personnel, facilities, and funds available to the Districts from state (other than the Division), local, and private sources shall be under the administrative jurisdiction of the District or if required with the funding source of the cooperating state or local agency.

4. That no party shall be bound by any obligation in this cooperating working agreement thereto or other appropriate arrangements which will involve the expenditure of funds in excess of the amounts made available to it, or for a period in excess of that authorized by law.

NO FEE FOR SERVICE

It is mutually understood and agreed:

The District will not charge for assistance made available by the Service or Division and will conduct its work in such manner that cooperating landowners, operators, and the general public will understand that any charges it may make are not for that assistance.

TORT LIABILITY

It is mutually understood and agreed:

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, state, and tribal laws.

ACCOUNTABILITY

It is mutually understood and agreed:

1. That the District will submit to the Service and the Division an annual report on the District's activities and accomplishments.
2. That the District will allow the Service and the Division access to its records.
3. That the District and Division employees will complete mandatory training via Ag Learn website.

SCOPE OF AGREEMENT

It is mutually understood and agreed:

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

CIVIL RIGHTS

It is mutually understood and agreed:

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the 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, and the Age Discrimination Act of 1975, and Americans with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, 15a and 15b), which provide that no person in the United States shall on the basis of race, color, national origin, sex, religion, age, disability, sexual orientation, marital or family status, political beliefs, parental status, reprisal, and/or protected genetic information, 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 United States Department of Agriculture or any agency thereof.

TERMINATION

It is mutually understood and agreed:

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 replaces the Cooperative Working Agreement of 1996.

IOWA DEPARTMENT OF AGRICULTURE
AND LAND STEWARDSHIP
DIVISION OF SOIL CONSERVATION AND WATER QUALITY

By: ____________________________________
Deputy Secretary of Agriculture

Date: ____________________________________

UNITED STATES DEPARTMENT OF
AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE

By: ____________________________________
State Conservationist

Date: ____________________________________

COUNTY SOIL AND WATER CONSERVATION DISTRICT

By: ____________________________________
Chair

Date: _________________________________