

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: JUNE 9, 2014

AGENDA ITEM NUMBER: 11

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE, THE NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES- DIVISION OF SOIL AND WATER CONSERVATION, THE FORSYTH SOIL AND WATER CONSERVATION DISTRICT, AND FORSYTH COUNTY, NORTH CAROLINA FOR THEIR COOPERATION IN THE CONSERVATION OF NATURAL RESOURCES

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: _____

J. Dudley Watts, Jr.
COUNTY MANAGER

DATE: _____

June 4, 2014

RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE, THE NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES-DIVISION OF SOIL AND WATER CONSERVATION, THE FORSYTH SOIL AND WATER CONSERVATION DISTRICT, AND FORSYTH COUNTY, NORTH CAROLINA FOR THEIR COOPERATION IN THE CONSERVATION OF NATURAL RESOURCES

WHEREAS, the proposed Memorandum of Understanding covers the basic operating understanding between the Natural Resources Conservation Service, an agency of the United States Department of Agriculture, the North Carolina Department of Agriculture and Consumer Services-Division of Soil and Water Conservation, an agency of the State of North Carolina, the Forsyth Soil and Water Conservation District, and Forsyth County, supplements their current Cooperative Working Agreement, and documents those areas of common interest of the federal, state and local partnership in natural resources conservation; and

WHEREAS, Forsyth County is authorized to enter into this Memorandum of Understanding pursuant to the provisions of North Carolina General Statute 153A-11.

NOW, THEREFORE, BE IT RESOLVED by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the attached Memorandum of Understanding between the United States Department of Agriculture Natural Resources Conservation Service, the North Carolina Department of Agriculture and Consumer Services-Division of Soil and Water Conservation, the Forsyth Soil and Water Conservation District, and Forsyth County, North Carolina for their cooperation in the conservation of natural resources, subject to a pre-audit certificate thereon by the Chief Financial Officer, and approval as to form and legality by the County Attorney.

Adopted this 9th day of June 2014.

MEMORANDUM OF UNDERSTANDING

Between the

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

And the

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES - DIVISION OF SOIL AND WATER
CONSERVATION**

and

THE FORSYTH SOIL AND WATER CONSERVATION DISTRICT

and

FORSYTH COUNTY, NORTH CAROLINA

*For their Cooperation in the
Conservation of Natural Resources*

BACKGROUND STATEMENT AND PURPOSE

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the North Carolina Department of Agriculture and Consumer Services - Division of Soil and Water Conservation (DSWC) an agency of the State of North Carolina, the Forsyth Soil and Water Conservation District (SWCD) and Forsyth County collectively referred to as the parties, to clearly define the roles and responsibilities of the parties.

The purpose of this agreement is to supplement the Cooperative Working Agreement between the USDA-Natural Resources Conservation Service, North Carolina Department of Agriculture and Consumer Services, North Carolina Soil and Water Conservation Commission, and Forsyth Soil and Water Conservation District. This operational agreement documents those areas of common interest of the federal, state and local partnership in natural resources conservation.

The parties mutually agree to provide leadership in natural resources conservation. The parties pledge to work together by advancing and practicing teamwork, including input in the decision making process; communicating, coordinating, and cooperating; promoting mutual respect, and sharing leadership, ownership, credit and responsibility.

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.

DSWC is authorized to enter into this agreement by North Carolina General Statutes §139-4 and §143B-294 - §143B-297.

The District authority is defined in Soil Conservation Districts Law, General Statutes of North Carolina §139-1 - §139-47.

The county is authorized to enter into this agreement by North Carolina General Statute §153A-11 and §160A-461 - §160A-464.

ROLES AND RESPONSIBILITIES:

CONSERVATION PROGRAM IMPLEMENTATION

The parties recognize the natural resources conservation program as a unique blend of voluntary conservation initiatives and federal, state, and local mandates. Together these address a variety of natural resource, environmental, and educational issues. The parties agree to jointly commit their program authorities and financial and human resources to cooperatively implement a unified natural resources conservation program in areas of mutual concern. The implementation of all programs will be done in accordance with program policy and procedure developed for that specific program – whether federal, state, or local.

Inventories and Data Sharing: The parties agree to identify, define, and coordinate the collection and use of natural resource and other data needed to support the delivery of local, state and federal conservation program benefits. The parties will cooperate in maintaining data to assure that it supports the mutual needs of the parties for resource planning and evaluation. The parties further agree that gathered data will be mutually shared and used in support of conservation program implementation as needed to facilitate implementation of the programs shown in Attachment A. The use and disclosure of information will be consistent with the guidelines provided in the Records, Facilities, and Equipment section of this agreement. Both NRCS and SWCD employees in the office will maintain adequate knowledge of available conservation programs in order to provide basic customer service including, but not limited to:

1. Providing basic information about program requirements and signup periods
2. Helping a customer complete a program application
3. Interviewing the customer to determine resource concerns and conservation issues
4. Gathering of farm data to support development of a conservation plan
5. Developing a conservation plan

Setting Program Priorities: The parties agree to implement the conservation program based on mutually developed priorities while recognizing individual responsibilities for federal, state, or local mandates. The parties further agree to annually re-evaluate established priorities and adjust as warranted. SWCD Board has responsibility to organize local work groups to assess resource conditions and establish local priorities, and develop a single SWCD/NRCS partnership plan of work each fiscal year (July 01-June 30). Specifically, NRCS employees will first address workload associated with Federal conservation programs, NRCS priorities, and required NRCS administrative procedures. As time is available, NRCS employees will assist with the North Carolina Agriculture Cost Share Program (NCACSP) and other District priorities. Likewise, District staff will first address workload associated with the NCACSP, District priorities, and required District administrative procedures. As time is available, District staff will assist with federal conservation programs and other NRCS priorities.

Programs to be Implemented: The parties agree to use federal, state, and local programs in a complimentary fashion to address local priorities and concerns. Attachment A includes a list of

programs that will be utilized to address priorities and concerns. Employees from both agencies will work across program lines to assure efficient and effective customer service.

Marketing: The parties agree to conduct a common effort to inform the public of program opportunities and benefits. This information will be provided to the appropriate media concerning district activities and programs.

See Attachment A for a marketing profile and a summary of media outlets.

TECHNICAL STANDARDS AND JOB APPROVAL AUTHORITY

The parties agree to utilize the NRCS Field Office Technical Guide or Soil and Water Conservation Commission adopted standards as the minimum technical standards for conservation program implementation in areas of mutual concern. The parties may utilize more stringent standards when necessary to comply with locally enacted laws or ordinances. The NRCS will be the lead agency in the development, maintenance, and interpretation of the Field Office Technical Guide. When program contracts are developed, the District and NRCS employees in the office will provide conservation planning assistance that meets NRCS planning policy. At a minimum, the conservation planning will encompass the field or fields impacted by the cost-shared conservation practice.

The parties agree that their respective employees will provide technical assistance based on assigned conservation practice job approval authority which is based on acquired knowledge, skills, and demonstrated ability and within applicable laws, regulations, and guidelines. Conservation practice job approval authority will be determined and documented according to NRCS National Engineering Manual, Part 501 and in accordance with the NC NRCS policy and procedures regarding job approval authority. Job approval authority for District employees for non agricultural practices will be determined and documented by the N.C. Soil and Water Conservation Commission pursuant to NCAC 15A 06F.0105(c)(3). Each technical employee in the office will acquire the necessary skills to qualify for job approval authority for the routinely used engineering and non-engineering conservation practices prevalent in the county. Both District and NRCS employees will attend available training sessions to maintain their knowledge, skills, and abilities related to conservation planning and practice design, layout, checkout, and certification.

PERSONNEL AND FISCAL MANAGEMENT

The parties recognize that natural resources conservation programs are delivered through an intergovernmental system, in which federal, state, and local governments work together.

The parties will work together to provide staffing and fiscal resources commensurate with workload, priorities, allocated funding, and expertise necessary to deliver a balanced and diversified conservation program. Staffing will be a mix of employees provided by federal, state, county, and district resources. There are certain authorities delegated to specific staff as follows:

Department Head (cannot be a NRCS employee)

The parties jointly agree that Cooperative Extension Director will serve as the Department Head. The Department Head will represent the District and its employees at county meetings, conferences, and appropriate functions.

Personnel Management

The management of personnel will be as follows:

- a) Hiring and dismissal of district employees will be in accordance with county personnel policies or district policy when employees are not employed by the county.
- b) The management of NRCS personnel is the responsibility of NRCS.
- c) The management of county employees is the responsibility of Forsyth County. In the interest of facilitating these responsibilities, the District Conservationist is delegated the authority for:
 - 1) Technical oversight
 - a. As a condition of assigning Job Approval Authority for agricultural practices to District employees, NRCS must periodically review the technical work of these employees to assure adherence to planning and design standards and policy. The DC is assigned as the NRCS representative to provide this oversight. NRCS Area personnel will also periodically review the technical work of both NRCS and District employees in the office.
 - 2) Delivery of employee technical training and development
- d) The Department Head will inform the Forsyth District Board of Supervisors regarding the following in accordance with county government policy:
 - 1) Recruitment and hiring of district employees
 - 2) Employee performance, including awards, disciplinary issues, and separation
 - 3) Determination and approval of training requiring expenditure of district funds
 - 4) For counties with technicians cost shared through the state's Cost Share Programs, responsibility for documenting 2080 hours for each funded position spent per year on non-point source pollution control issues by office staff.

In the event that a county employee feels aggrieved, their recourse is according to county government personnel policy.

Hiring, supervision, development, evaluation and dismissal of county employees will be done in accordance with applicable law and county personnel policies.

While coordination is encouraged, leave approval and certification of time and attendance will be done by the employing organization.

Fiscal Management

The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs.

Each party is responsible for its own fiscal resources to include equipment, supplies, and accounts.

The Department Head will actively assist the district with the following:

- 1) Development of operating budgets
- 2) Tracking of expenditures for maintaining funding accountability
- 3) Making recommendations regarding expenditure of funds and purchases

TECHNICAL AND ADMINISTRATIVE CONTACTS

	<u>Technical</u>
Organization:	Natural Resources Conservation Service (NRCS)
Title:	District Conservationist
Address:	1450 Fairchild Rd. Winston-Salem NC 27105
Phone No.	336-767-0720 ext. 108
Fax No.	336-767-7904
E-mail:	

	<u>Administrative</u>
Organization:	Natural Resources Conservation Service
Title:	ASTC – Field Operations
Address:	530 West Innes Street Salisbury, NC 28144
Phone No.	(704) 637-2400
Fax No.	(704) 637-8077
E-mail:	

	<u>Technical</u>
Organization:	Forsyth Soil & Water Conservation District
Title:	Soil Conservationist
Address:	1450 Fairchild Rd.
Phone No.	336-703-2840
Fax No.	
E-mail:	

	<u>Administrative</u>
Organization:	Forsyth County
Title:	County Extension Director
Address:	1450 Fairchild Rd.
Phone No.	336-703-2850
Fax No.	
E-mail:	

RECORDS, FACILITIES, AND EQUIPMENT

The parties will work together to provide office space, vehicles, and equipment within funding limits, operating guidelines, authorities, federal and state laws, and local ordinances. Any and all parties may negotiate formal agreements when financial reimbursement for use of office space, vehicles or other equipment/facilities is required. Specifically, the following is mutually agreeable:

- 1) **Vehicles:** The County will provide transportation, either a vehicle or mileage reimbursement, for District employees. NRCS will provide a vehicle for the NRCS employee(s). District personnel with NRCS approval to operate government vehicles may use the federal vehicle for promoting conservation programs, commensurate with the NRCS mission and priorities, when it is not needed by NRCS personnel. District personnel operating a federal government vehicle must provide proof of liability insurance.
- 2) **Office Space:** The County will provide office space for the Soil and Water Conservation District at the USDA Service Center. When necessary, office space for NRCS employees at the USDA Service Center will be addressed in a separate lease document.

The parties will agree on the maintenance, update, and disposition of relevant records. Access to records will be governed by Section 1619 of the Food, Conservation, and Energy Act of 2008, the Federal Freedom of Information Act (FOIA) and/or the North Carolina Public Records Law depending on whether the record is a federal record or a state/local record. Each party accepts responsibility for any security breach caused by their employee(s). District personnel with access to federal records, either electronic or hard copies, will complete the required annual security training, conducted through NRCS.

All parties agree to protect personally identifiable and/or confidential information from customers and employees by securing this information in locked file cabinets. When the information is being used and not in a locked cabinet, the employees will keep it with them personally (folder, memory storage device) to avoid improper disclosure or loss of the data. Personally identifiable and/or confidential information will only be used for authorized purposes.

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.

From time to time the Forsyth Soil and Water Conservation District may

- sell materials (erosion control supplies, drill rental, etc.)
- solicit sponsorship for special events, or community/educational workshops
- general fundraising

ACCOUNTABILITY

The parties agree to cooperatively develop and utilize natural resource databases to measure effectiveness in program delivery and customer satisfaction. The District will provide a copy of its Annual Report and Plan of Operations to the other signatories of this agreement. The District will also provide a copy of their Long Range Plan which, at no time, will be in excess of five years old.

SCOPE OF AGREEMENT

This agreement covers the basic operating understanding between all parties. Authority to carry out specific projects or activities, transfer of funds, or acquisition of services or property, will be established under separate agreement. The parties agree that contracts, memorandums of understanding, and/or additional agreements may be entered into, as needed, to facilitate the implementation of natural resources conservation programs within the conservation districts.

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 and local ordinances.

CIVIL RIGHTS

The parties recognize the benefit and importance of delivering conservation programs equitably to all customers, having a diverse staff to assist this customer base, and having diversity within the district board. The parties agree to work cooperatively to achieve diversity in all aspects of the conservation program through effective outreach and marketing.

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 USDA 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.

REVIEW/MODIFICATION/TERMINATION

This agreement will be reviewed annually and, unless amended, shall be in effect for a period not to exceed five (5) years from the date of final signature. The agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party by giving 60 days written notice to the other parties.

UNITED STATES DEPARTMENT OF
AGRICULTURE
NATURAL RESOURCES
CONSERVATION SERVICE

NCDA&CS-DIVISION OF SOIL AND
WATER CONSERVATION

By: _____
State Conservationist

By: _____
Director

Date: _____

Date: _____

FORSYTH SOIL AND WATER
CONSERVATION DISTRICT

FORSYTH COUNTY

By: _____
Chairperson

By: _____
Title: _____

Date: _____

Date: _____

Attachment A

The following is a detailed list of Resource Inventories, Programs and Marketing Media used to address local conservation priorities and concerns. The parties agree to utilize these in a complimentary manner, thus maximizing the delivery of conservation benefits to customers and clients. This list is subject to informal changes or updates.

RESOURCE INVENTORY & DATA SHARING
 Natural Resource Inventory (FSA, NCACSP, 0.200)
 River Basin Study Reports
 Natural Heritage Inventory of Forsyth County
 Forsyth County GIS
 Forsyth SWCD Long Range Plan
 Soil Survey of Forsyth County
 Grassland Reserve Program (GRP)

NC Agriculture Cost Share Program (NCACSP)
 Environmental Quality Incentives Program (EQIP)
 Forest Land Enhancement Program (FLEP)
 Wildlife Habitat Incentives Program (WHIP)
 Toolkit
 Maps (USGS Topographical, National Wetland Inventory and Flood Insurance Rate Maps.)
 Historical Aerial Photos

PROGRAMS

Federally Initiated Programs

Conservation Technician Assistance (CTA)
 National Cooperative Soil Survey (NCSS)
 Small Watershed Program (PL-566)
 River Basin Surveys & Investigations (RB-09)
 Resource Conservation & Development (RC&D)
 Emergency Watershed Program (EWP)
 Environmental Quality Incentives Program (EQIP)
 Grassland Reserve Program (GRP)
 Conservation Stewardship Program (CStP)

Forest Land Enhancement Program (FLEP)
 Wetland Reserve Program (WRP)
 Wildlife Habitat Incentives Program (WHIP)
 Conservation Reserve Program (CRP / CREP)
 Emergency Conservation Program (ECP)
 NC Partners for Wildlife
 Farmland Protection
 319 Funds
 Other Farm Bill authorized conservation programs

North Carolina Initiated State Programs

NC Agriculture Cost Share Program (NCASCP) – DSWC
 Erosion and Sedimentation Control – Urban Areas
 Site Plan Reviews – Non Ag. Developments
 Stewardship Incentive Program (SIP) – NCFS
 Confined Animal Permits – NCDENR
 Farmland Protection
 NC-Wetland Restoration Program (NC-WRP)
 NC Agriculture Water Resources Assistance Program (AgWRAP) - DSWC

Community Conservation Assistance Program (CCAP)
 Clean Water Management Trust Fund
 Wildlife Biology Technical Assistance–NCWRC
 Wildlife Restoration Committee
 State non-discharge rules (0.100, 0.2H200 & 0.2T)

Forest Development Plan (FDP) – NCFS
 North Carolina Environmental Education Plan
 North Carolina Big Sweep

Locally Initiated Programs

Farmland Preservation
 Erosion and Sedimentation Control – Urban Areas
 Site Plan Reviews – Non Ag. Developments
 Environmental Education
 Awards and Recognition Program

Open Spaces Institute Advisory Board

MARKETING MEDIA

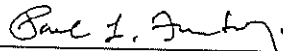
- Newsletters (SWCD, FSA, CES, Country Intranet)
- Private Schools
- Public Schools
- Church Newsletters
- Local Government payrolls and billings

- Regional Chamber of Commerce
- Community College
- Internet Web Pages (State, County, SWCD)
- 4-H Groups
- Local Broadcasting (TV, Radio, Cable)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

4/9/2014

Date


Director of Finance