

**Cooperative Working and Operational Agreement
between the
Ukiah Field Office of the Natural Resources Conservation Service
and the
Mendocino County Resource Conservation (MCRCD)**

For their Cooperation in the Conservation of Natural Resources of the mutual service areas of Mendocino County THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), and the Mendocino County Resource Conservation District (MCRCD), collectively referred to as the parties, to define clearly the roles, responsibilities, and, work priorities of the parties in the conduct of natural resources conservation programs and activities within the joint service area.

AUTHORITIES, STATUTES, LAWS

NRCS is authorized to cooperate and furnish assistance to the MCRCD 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. NRCS Ukiah Field Office staff direct and implement conservation initiatives and programs as guided by local RCD priorities, and NRCS state and national policy.

The Resource Conservation Districts' authority is defined in Division 9 of the California Public Resources Code and policy set by the Board of Directors and implemented by MCRCD staff.

PURPOSE

The parties have a common objective of helping to bring about a locally-led conservation program to improve the natural resources of joint service area in Mendocino County. The customers served by all the parties are land owners and managers, watershed groups, units of government, and organizations with interests in: 1) learning more about resource management and current environmental issues, 2) development of individual conservation plans, watershed assessment, monitoring and plans of action, 3) applying erosion control, water quality management, water conservation, habitat improvement, range management, wildfire management, and other practices that improve the overall health of the watersheds of the joint service area in Mendocino County.

In the delivery of services to the parties' customers in common, a cooperative, voluntary approach is emphasized. The parties recognize a need to communicate, coordinate and cooperate in the delivery of their voluntary/cooperative approach while allowing for the unique priorities and differences within their respective areas of responsibility.

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 MCRCD, deem it mutually advantageous to cooperate in this undertaking, and hereby agree as follows:

The Natural Resources Conservation Service will:

1. Support the MCRCD's goals by providing technical assistance to the land owners and land managers within Mendocino County specifically in the 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.

The Natural Resources Conservation Service will: (continued)

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 MCRCD in coordinating with the local agriculture, agency and community groups where possible to further the MCRCD's conservation goals and objectives.
4. Respond to MCRCD requests for guidance and technical assistance for MCRCD activities regarding resources available from NRCS.
5. NRCS will implement the USDA conservation programs.
6. Keep MCRCD apprised of NRCS activities and programs on a monthly basis and provide a yearly summary of NRCS accomplishments to the MCRCD.
7. Provide MCRCD personnel use of NRCS storage space and equipment, including vehicles as available, at the Ukiah Service Center to facilitate MCRCD business - See attached Cooperative or Contribution Agreement (s) relative to sharing personnel and vehicles.
8. Bring financial opportunities, including matching funds strategies to the attention of MCRCD.

The Mendocino County Resource Conservation MCRCD 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 MCRCD'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 MCRCD 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 in Mendocino County 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 MCRCD 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 MCRCD 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.

The MCRCD and NRCS mutually agree to: (continued)

3. Will coordinate information and outreach strategies to the public
4. Share opportunities for training.
5. Each party is responsible for the hiring, management, supervision, development and evaluation of its own personnel.
6. MCRCD Executive Director 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.

USDA Natural Resources Conservation Service Ukiah Field Office

By. _____

Date: _____

Mendocino County Resource Conservation District

By. _____

Date: _____