

MONTHLY BOARD MEETING MINUTES

I. CALL TO ORDER - On Tuesday July 17, 2018, at 6:59 pm a regular meeting of the Board of Supervisors of the St Joseph County SWCD at the Centre Township Library, South Bend, IN was called to order by John Dooms, Chairman.

PRESENT – SWCD

John Dooms, Chair/Supervisor
 Jeremy Cooper, Vice-Chair/Supervisor
 Stacey Silvers, Supervisor
 Mike Burkholder, Supervisor
 Dave Vandewalle, Supervisor

PRESENT – SWCD/NRCS

Debbie Knepp, NRCS DC
 Sarah Longenecker, SWCD CC
 Sandra Hoffarth, SWCD AA
 Jane Sablich, SWCD EEC

Present - EX-OFFICIO

PRESENT – Public
 n/a

ABSENT – SWCD

David Straughn
 Dave Craft
 Jim LaFree
 Dru Wrasse
 Richard Schmidt
 Randy Matthys
 Dale Stoner
 Chuck Lehman

II. ADDITIONS TO AGENDA – n/a

III. REGULAR BUSINESS

- a. **Legislative Updates** – n/a
- b. **Indiana Conservation Partnership Updates** – n/a
- c. **Minutes: April 17, 2018 board meeting** – Minutes were reviewed and approved as presented by motion (Cooper/Silvers).
- d. **Treasurer’s Report: (6/20/2018-7/17/2018)** – The treasurer’s report was reviewed and approved as submitted by motion (Cooper, Silvers).
- e. **Approval of Claims (6/20/2018-7/17/2018)** –A motion (Cooper, Burkholder) was made to approve Claim Nos. 11351-11364 for a total of \$10,669.47 as presented. Motion carried with the stipulation that the Vanadco check not be sent until signs are installed and inspected by SWCD staff.

IV. OLD BUSINESS

- a. **St. Joseph Co. Soil & Water Conservation Partnership Staff Written Reports**
 - i. **Field Office & Education Reports** – The field office report was presented to the board & reviewed. (Attached)
 - ii. **NRCS Talking Points** - Knepp went over the NRCS DC talking points (attached)
- b. **Committee Reports**
 - i. **Annual Meeting** – Vandewalle reported to the board that we would like to return to St. Hedwig’s for the 59th Annual Meeting. Date the committee recommends is January 25, 2019 with a snow date of February 1, 2019. We would utilize the smaller hall. Hoffarth will contact St Hedwig to book this date. Committee recommends keeping the ticket cost at \$15/each. A motion (Vandewalle, Cooper) was made to approve the January 25, 2019 (snow date 2/1/19) and the ticket price of \$15/each. Motion passed. Discussion was had on speakers. The committee and board would like a speaker who covers a topic relevant to the SWCD and is also entertaining. Please let Hoffarth know of any speakers you’ve heard lately that would be good suggestions for the annual meeting.
- c. **Raingarden & Conservation Payments** – Longenecker reported that another demo raingarden located at Good Shepherd Montessori School is completed. A residential raingarden is also complete. 2 no-till practices are completed. A motion (Cooper/Burkholder) was made to release the \$4,034 for the demo raingarden, \$2,086.12 for the residential and \$4,443 for the 2 not-till practices for a total of \$10,563.12. Motion passed.
- d. **2018 Budget Adjustments** – Vehicle class needs to add D302 Registration for the new Caravan for \$15, D304 Insurance for Caravan needs to add \$309.89 and transfer the current budget amount of \$655 from Trailblazer insurance to Caravan insurance, and D202 Operating Supplies for floor mats in the Caravan for \$39.92. A motion (Burkholder/Vandewalle) was made to approve these additions and transfers. Motion passed.
- e. **Legislator Conservation Tour** – Silvers reported that the tour was a success and that the legislators enjoyed seeing the local conservation projects. They asked good questions and seemed very interested in what we are doing for our county. The tours at a local farmers field, seeing the raingarden at Good Shepherd Montessori School and Unity Gardens was time well spent.
- f. **Women’s Learning Circle** – Longenecker let the board know that after looking at a few possible locations, the planning committee decided to hold this year’s meeting at Potato Creek State Park’s Nature Center on August 14 from 9am-3pm. Since they will be utilizing the naturalist, Barbara, they will only charge us \$1/vehicle instead of the normal \$7/vehicle charge. We can bring in outside food. We will be providing a light continental breakfast and

a lunch from Dal-iva Catering. The afternoon field tour will be at Prairie Winds Farm with Charlotte Wolfe facilitating. This is a free event for the participants with a focus this year on whole farm conservation planning and healthy pastures. The expenses will be split 3 ways between Elkhart, Marshall and the St Joseph SWCD's. A motion (Cooper/Silvers) was made to release the cost of breakfast, lunch and the entrance fee to not exceed \$400. This meeting furthers the mission of the SWCD by educating women landowners on conservation practices on their lands, therefore the food being served is approved by the board. Motion carried.

- g. **District Vehicle – Trailblazer** – Dooms informed the board that the Trailblazer has been sold for \$1,800.
- h. **Appoint Representative for SJRBC** – After some discussion and a supervisor unavailable to attend day meetings, Sarah Longenecker has volunteered. A motion (Burkholder, Vandewalle) was made to approve Longenecker as the representative for the SJRBC. Motion passed.

V. NEW BUSINESS

- a. **Schedules/ Upcoming Events / Any Related Claims** - calendars were handed out explaining upcoming special events & holiday schedules on the back of the agenda.
 - i. **Quarterly Supervisors Meeting** – After some discussion it was decided to hold the meeting on August 1st at 9am at the Plymouth office.
- b. **NE PSS Training** – Hoffarth forgot to include in the June board meeting that she held a training for the PSS's in the NE on June 20th as part of her Quality Assurance (QA) duties. This is a new task for 2018 with an additional \$2,000 added to the QA agreement. There was a \$100 fee for the use of the hall. A motion (Cooper/Silvers) was made to reimburse Hoffarth the \$100 for the hall rental. Motion passed.
- c. **Tree Sale Supplies** – Longenecker informed the board that we have about 5 large containers of tree sale supplies that are no longer needed and is asking the board if we can offer them to other counties that still have tree sales in their county. The board agreed this is a good idea. Discussion was also had on the items stored at an associate supervisor's farm. The board agrees we need to inventory these items and decide what to do with them but to table this until later due to farming commitments.
- d. **Indiana ICP Draft MOU** – copies of the draft (attached) were e-mailed to the supervisors and staff prior to the board meeting. No comments or questions were presented tonight. Final copies will probably be given at the August board meeting to sign and send back to the state association.

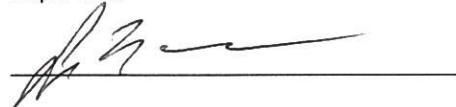
VI. PRIVILEGE OF FLOOR – Sablich informed the board she was contacted by Rick Glassman to help with the canoe trip with Marion High School in September. Board approved Sablich helping Glassman on this canoe trip. Sablich also let the board know she has volunteered to work in the education portion of the Pathway to Water Quality at the Indiana State Fair on August 9.

VII. ADJOURNMENT – The board meeting adjourned at 8:02 pm.

Approved by:



Supervisor



Supervisor



Supervisor

Respectfully submitted,
Sandra Hoffarth
Administrative Assistant
St. Joseph County Soil & Water Conservation District
2903 Gary Drive, Plymouth, IN 46563
Email: Sandra.hoffarth@in.nacdnet.net
www.stjosephswcd.org

Field Office Report

June 18- July 13

General/Miscellaneous

Office Work

- Information to Lincoln Township Assessor for Phragmites Control
- Conducted PSS Training

Field Work

- Meet with producer to discuss erosion issues in crop field
- Follow up on Rock Chute structures
- Field visit for appeal – Marshall County
- Women's Learning Circle – visit potential sites and plan the days activities

EQIP- Environmental Quality Incentive Program

Office Work

- Review changes in practices and fields with producer

Field Work

- Field check for Invasive Species Control payment

WRP- Wetland Reserve Program

Office Work

- Process payment for 2nd year weed control for tree planting
- As built reviews for tile re-route

Field Work

-

CSP- Conservation Stewardship Program

Office Work

- 2 applications – Complete eligibility, ranking and Field Verifications

Field Work

- National Quality Review on 1 contract – Field visit

CRP-Conservation Reserve Program

Office Work

-

Field Work

- Field Visit for Grassland Needed and feasible determination
- Field visit for Shallow Water Area needed and feasible determination
- Field check native grass/forbs planting

CWI- Clean Water Indiana

Office Work

- Processed 2 payments

Field Work

- 2 site visits
- 1 site evaluation
- 1 pre-construction meeting

Highly Erodible Wetland Compliance	
Office Work	
<ul style="list-style-type: none"> • Wetland Determinations – 2 • Highly erodible determinations – 3 	
Field Work	
<ul style="list-style-type: none"> • 	

Rule 5/ Rule 13	
Office Work	
<ul style="list-style-type: none"> • Plan Reviews - 6 	

Education		
Age	Total # Programs	Total # People
Youth Education	4	85
Adult Education	1	5
<ul style="list-style-type: none"> • Participated in Unity Gardens’ summer camp. • Legislative tour was successful. We had 5 participants and received good feedback. See below. 		

Meetings & Trainings	Webinars
Staff – 4 Department Head FSA/NRCS Joint CRP teleconference Youth Leadership Forestry Institute Grant Writing Training for Certified Planner (Conservation Planning, Field Office technical Guide, Water Quality, Nitrogen, Phosphorus) NE PSS Training	Environmental markets
	Dates Office Closed – July 4

Comments from the Community and Peers
<p>On the Legislative Tour:</p> <p>“Thank you! It was a great tour and I learned a lot. If there is anything our office can do to help, feel free to reach out.”</p> <p>“Thank you. I sent the congresswoman an update on the work SWCD is doing. The Legislative Tour was a great experience!”</p> <p>PSS Training:</p> <p>“You held a great training. Thank you for taking your time to put that together!!!”</p>

DC Talking Points

July 2017

WELCOME JERRY RAYNOR

Indiana NRCS welcomes new State Conservationist Jerry Raynor starting July 23rd. Jerry a native of North Carolina and has spent a majority of his 26-year career as part of the Conservation Partnership there in his home state. Jerry began his career with USDA's Natural Resources Conservation Service (then Soil Conservation Service) as a student trainee. He spent most of his early career working in field and area office conservationist positions. Jerry also worked for Johnson County Soil and Water Conservation District in North Carolina and the State Department of Environment. In 2013, he was selected to serve as the state resource conservationist in Maryland and in 2014, he returned to NC as assistant state conservationist for operations (later transitioning to assistant state conservationist for management and strategy). Jerry has also served on several detail positions at the national level, most recently as the acting state conservationist in Idaho.

FARM BILL

Agricultural Conservation Easement Program (ACEP) - Easement Application Due Date Change

ACEP applications for the FY-2019 funding period will now be due August 17, 2018. This earlier date will allow the field staff more time to complete ranking and application follow up information. Please get the word out to potential applicants and partners.

USDA Opens Up Conservation Reserve Program (CRP) Enrollment

CRP is an important component of a suite of programs that help improve natural resources on private lands by encouraging agricultural producers to set aside unproductive, marginal lands that should not be farmed to reduce soil erosion, improve water quality, provide habitat for wildlife and boost soil health.

FSA stopped accepting applications last fall for the CRP continuous signup (excluding applications for the Conservation Reserve Enhancement Program (CREP) and CRP grasslands). This pause allowed USDA to review available acres and avoid exceeding the 24 million-acre CRP cap set by the 2014 Farm Bill (current enrollment is approx. 22.7 million acres). New limited practice availability and short sign up period helps ensure that landowners with the most sensitive acreage will enroll. Eligible landowners can sign up by August 17, 2018 at the FSA office. Field offices have been provided the following details:

- There will not be a CRP General Signup in FY18;
 - Existing CRP participants with contracts set to expire September 30, 2018 may enroll into a 1-year contract extension. Note - this does not apply to CREP since enrollment for CREP never ceased and they are continually eligible for re-enrollment options.
 - Enrollment for CRP (new enrollments and re-enrollments) will be accepted until August 17th with the following changes:
 - Soil rental rates will be based on the National Agricultural Statistics Service rental rates and are lower than previous CRP rental rates (these new rates do apply to CREP offers not currently signed prior to June 4th)



- Only the following practices are eligible:
 - CP8A, Grass Waterways, Non-easement, CP9, Shallow Water Area for Wildlife, CP21, Filter Strips, CP21B, Denitrifying Bioreactor on Filter Strips, CP21S, Saturated Filter Strips, CP22, Riparian Buffer, CP22B, Denitrifying Bioreactor on Riparian Buffers, CP22S, Saturated Riparian Buffer, CP23, Wetland Restoration on Floodplain, CP23A, Wetland Restoration, Non-floodplain, CP27, Farmable Wetlands Pilot Wetland, CP28, Farmable Wetland Pilot Buffer, CP37, CP39, FWP Constructed Wetland, CP40, FWP Aquaculture Wetland restoration, CP41, FWP Flooded Prairie Wetland
- Several of the incentive payments are not available with this sign up (excludes CREP)
- A CRP Grasslands opportunity is available

COOPERATIVE WORKING AGREEMENTS

The current partnership Cooperative Working Agreements expire on December 31, 2018. NRCS is reviewing the former agreement and making adjustments for review by the Indiana Conservation Partnership (ICP) leaders in July. SWCDs should receive the new agreements for their review in midsummer with a return date of early September. More information will be coming soon.

COMPLIANCE STATUS REVIEWS

NRCS is continuing the annual Compliance Status Reviews process, with the following key points:

- Tracts were randomly selected at the national level, including those that received a variance last year.
- The evaluation is completed by NRCS Designated Conservationists who are specifically certified and trained;
- Letters are sent to each randomly selected participant to request their cropping system (crops, tillage, etc.) and they are invited to participate in the field visit if interested and available;
- A field visit is required by the NRCS designated conservationist to verify the participant's cropping system, check for ephemeral gullies, and wetland compliance;
- Ephemeral gullies are required to be treated, and sheet/rill erosion rates must be within 2 times the tolerable soil loss (T), or 1 x T for sodbusted land, i.e., land that was not farmed before December 23, 1985, as verified using the Revised Universal Soil Loss Equation-2.
 - Compliance is no longer based on residue measurements unless the participant has a residue plan dated prior to July 3, 1996;
 - All reviewed tracts will have the ephemeral gully plan addendum added to their required compliance plan/system;
 - Any future reviews that find ephemeral gullies that are not being treated according to the plan may be found out of compliance;
- For any adverse finding, such as excessive erosion, ephemeral gullies, etc., the district conservationist and designated conservationist will meet with the participant to explain the findings, and see if there are any variances that apply;
- Based on those discussions, final decisions are made related to compliance.
 - A variance does not mean the farmer is out of compliance, but these tracts may be reviewed next year to evaluate that the necessary changes have been made, i.e., ephemeral gullies treated, crops or tillage changed, etc.
 - If a variance does not apply, the participant may be found out of compliance with appeal rights;
 - Once final, these are forwarded to FSA for further action.



Attention Women Landowners

Are you interested in maintaining productive land while conserving your natural resources?

*This **Women's Conservation Learning Circle** is a women-only, peer-to-peer, informal discussion about conservation and individual land stewardship goals and information sharing. Female conservationists will be available to facilitate discussions and share resources.*

Would you like to learn more about wildlife habitat restoration and healthy pastures?

August 14, 2018

9:00 am—3:00 pm

*Potato Creek State Park Nature Center
25601 IN-4, North Liberty, Indiana*

We will provide a continental breakfast, lunch, and an afternoon field tour. The tour will held be at Prairie Winds Nature Farm which will allow participants to speak with owner Charlotte Wolfe and view conservation practices on the farm.

Please RSVP by August 7th at

574-936-2024 Ext. 4 or www.stjosephswcd.org

If you need an accommodation to participate in this event please let us know when you RSVP.



Marshall County Soil & Water
Conservation District



St. Joseph County
Soil & Water
Conservation District



For more information contact:

St Joseph County Soil & Water Conservation District · 574-936-2024 Ext. 4 · www.stjosephswcd.org

All sponsoring organizations are equal opportunity providers & employers.

SWCD Regional Meetings



Please join us for an evening of beneficial training, discussion, networking and helping others!

A light-hearted competition between Regions will take place this year with each region receiving "points" for their attendees! Every district staff and supervisor who attends = 1 point; and, a chairman = 2 points.

While we are at it, why don't we help others in the community?

Each person attending the meeting who brings at least one canned/non-perishable good = 1 point.

(Food will be donated to a local pantry.) The winning region will be announced and recognized at the 2019 Annual Conference of Indiana Soil and Water Conservation Districts.

NORTHWEST

August 30, 2018

Tour: Fair Oaks Farm (optional)
3:00 pm – 4:30 pm (CDT) \$20/tour

Region Meeting:

Fair Oaks Farms

856 N 600 E

Fair Oaks, IN 47943

5:00 pm - 7:30 pm (CDT)

Cost: \$25.00 (meeting only)

Contact: Geneva Tyler

317.518.4036

NORTHEAST

September 10, 2018

Tour: Down To Earth Industries
(optional worm farm tour)

4:00 pm - 5:30 pm (EDT)

Region Meeting :

Cottage Event Center

9524 US 24 N @ Locust

Roanoke, IN 46783

6:00 pm - 8:00 pm (EDT)

Cost: \$25.00

Contact: Jennifer Thum

260.341.6966

CENTRAL

September 13, 2018

Region Meeting:

Indiana Farm Bureau

225 S East St.,

Indianapolis, IN 46202

5:00 pm - 8:00 pm (EDT)

Cost: \$25.00

Contact: Geneva Tyler

317.518.4036

View specific meeting agendas and updates on the [IASWCD website Conservation Calendar.](#)

Deadline to register is one week prior to meeting date.
Registration link: <https://tinyurl.com/RegionMeetings2018>

SOUTHWEST

August 20, 2018

Tour: Nolan Farms (optional)
3:45 pm – 5:30 pm (EDT)

Region Meeting:

Antioch Christian Church

3007 E US Hwy 50,

Washington, IN 47501

5:45 pm - 8:00 pm (EDT)

Cost: \$25

Contact Laura Fribley

812.595.5641

SOUTHEAST

August 22, 2018

Region Meeting:

Jennings Education and Training Center

1200 West O & M Avenue,

North Vernon, IN 47265

5:00 pm - 8:00 pm (EDT)

Cost: \$25

Contact: Tara Wesseler-Henry

765.745.0306

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE
U.S. DEPARTMENT OF AGRICULTURE FARM SERVICE AGENCY
INDIANA STATE SOIL CONSERVATION BOARD
INDIANA STATE DEPARTMENT OF AGRICULTURE DIVISION OF SOIL CONSERVATION
PURDUE UNIVERSITY COOPERATIVE EXTENSION SERVICE
AND THE
XXXXXX COUNTY SOIL AND WATER CONSERVATION DISTRICT

for their cooperation in the conservation of Indiana's natural resources.

BACKGROUND STATEMENT AND PURPOSE

THIS AGREEMENT is between the Natural Resource Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the Indiana Department of Agriculture – Division of Soil Conservation (ISDA) an agency of the State of Indiana, the Indiana State Soil Conservation Board (SSCB), Purdue University Extension Service (PU), the Farm Service Agency (FSA) and the xxxxx Soil and Water Conservation District (SWCD), collectively referred to as the partners.

The purpose of this operational agreement is to document those areas of common interest of the federal, state and local partnership in natural resources conservation, to increase the efficiency of service delivery in specific areas, and to clearly define the responsibilities and roles of each member. The partners share a commitment to the conservation of natural resources at the state and local level and advocate comprehensive resource management planning and a desire to cooperate to improve the social, economic, and environmental well-being of the natural resource base.

The partners mutually agree to provide leadership in natural resources conservation. The partners pledge to work together by advancing and practicing teamwork, including input in the decision-making process; communicating, coordinating, and cooperating; promoting mutual respect, support, trust and honesty; and sharing leadership, ownership, recognition, and responsibility. To accomplish this, we will listen, anticipate and respond to our customer's needs; anticipate, identify, and address issues; maintain and improve our grass-roots delivery system; and build new partnerships and alliances that accelerate our conservation efforts and conserve and enhance our natural resources.

The partners share common customers, including private and public landowners and operators, government agencies and municipalities, businesses, and other individuals and groups.

The partners share the following mutual goals: to improve our efficiency and effectiveness by putting quality first; to empower people to make decisions; and to demonstrate professionalism, dedication, and accountability while striving for continuous improvement. The Indiana Conservation Partnership's (ICP) "Field Office of the Future" and "Conservation Beyond 2016" taskforce reports will be used as overarching guiding documents.

AUTHORITIES, STATUTES, LAWS

The USDA Natural Resources Conservation Service (NRCS) and the Farm Service Agency (FSA) are authorized to cooperate and furnish assistance to the partners 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 is also authorized to cooperate and furnish assistance to partners as referenced in 7 USC 6962a Cooperative Agreements and 40 USC 586(c) Charges by Executive Agencies.

The State Soil Conservation Board (SSCB) and the ISDA Division of Soil Conservation (ISDA-DSC) are authorized by Indiana Code 14, Article 32 to formulate policies and general programs for conserving Indiana's soil, water, and related natural resources by Soil and Water Conservation Districts (SWCD) and to exercise public powers in connection with soil and water conservation efforts.

SWCDs are authorized by Indiana Code 14, Article 32 (Soil and Water Conservation) to promote all reasonable measures for the conservation of soil, water and related natural resources within their boundaries and to exercise public powers in connection with soil, water and related natural resources objectives.

Purdue University Cooperative Extension Service (CES) is authorized by the Smith-Lever Act of 1914, to provide education and research assistance in partnership with USDA. State legislation has further enabled the Purdue University Cooperative Extension Service to join with counties to plan and carry out educational programs.

ROLES AND RESPONSIBILITIES

CONSERVATION PROGRAM IMPLEMENTATION

The partners 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 partners agree to jointly commit their program authorities and financial and human resources to cooperatively implement a unified natural resource conservation program in areas of mutual concern. The implementation of all programs will be

done in accordance with program policy and procedures developed for that specific program – whether federal, state, or local.

NRCS is charged with providing technical and federal financial assistance to landowners and land users in the conservation and management of natural resources.

FSA is charged with administering programs for farmers in the areas of conservation, farm commodity-price support, production adjustment programs, farm credit, and risk management.

SSCB is charged with formulating policy and general programs for the conservation of Indiana's soil, water and related natural resources through individual SWCDs and ISDA-DSC.

ISDA-DSC is charged with implementing policies and programs of the SSCB and providing technical and financial assistance through SWCDs to assist land users in the conservation and management of Indiana's soil, water and related natural resources.

The SWCD has the responsibility to provide local leadership in identifying natural resources needs and developing comprehensive plans and programs to address those needs. The 92 SWCDs have a united voice at the state level through the Indiana Association of Soil and Water Conservation Districts (IASWCD), which provides legislative advocacy, leadership, fundraising, development, and training opportunities to the districts.

CES is charged with the dissemination of practical, innovative research-based information and to provide educational assistance to SWCDs and the public in agriculture and natural resources.

Natural Resource Plans: The partners will coordinate with public and private groups, other conservation and agricultural organizations and agencies, and interested parties to share information and resources in developing and implementing comprehensive natural resources plans on individual units of land and other areas.

Resource Inventories and Data Sharing: The partners agree to identify, define, and coordinate the collection and use of natural resources and other data needed to support the delivery of conservation programs and services. Pertinent natural resource, economic and social data from all credible sources will be collected, evaluated and used in natural resources planning.

The partners will cooperate in monitoring, validating and maintaining the data to assure that it meets the needs of natural resources planning and evaluation processes. The partners further agree that data will be mutually shared and used to facilitate the implementation of programs and services. The use and disclosure of information will be consistent with the guidelines provided in the Records, Facilities, and Equipment section of this agreement.

All partners will contribute data to ISDA annually to generate the ICP report of accomplishments based on installation of conservation practices.

Programs and Services: All partnership employees in the field office will maintain adequate knowledge of available conservation programs 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 of a conservation plan

Setting Program Priorities: The partners agree to implement the conservation program based on mutually developed priorities while recognizing individual responsibilities for federal, state, or local mandates. The partners further to agree to annually re-evaluate established priorities and adjust as warranted.

The SWCD Board has the 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 that determines the amount of technical, educational and administrative assistance needed and available for program delivery at each level. Such assistance may include contracts, agreements, procurement, personnel, engineering, and/or types other assistance.

Specifically, NRCS employees will first address workload associated with federal conservation programs, agency priorities, and required administrative procedures. As time is available, NRCS employees will assist with partnership workload. Likewise, SWCD and other partnership staff will first address workload associated with their respective priorities, and required administrative procedures. As time is available, partners will assist with federal conservation programs and other priorities.

Programs to be Implemented: The partners agree to use federal, state, and local financial and technical assistance programs in a complimentary and coordinated manner to address local resource priorities and concerns. All partnership employees will work across program lines to assure efficient and effective customer service.

Marketing: The partners agree to conduct a coordinated effort to inform the public of programs, services, opportunities and benefits through local media, websites, and social media. This information will be disseminated to the appropriate media to promote partner activities and programs.

TECHNICAL STANDARDS AND JOB APPROVAL AUTHORITY

The partners agree to utilize the NRCS Field Office Technical Guide as the minimum technical standards for conservation program implementation in areas of mutual concern. The partners may utilize more stringent standards when necessary to comply with locally enacted laws or ordinances.

NRCS is the lead agency in the development, maintenance, and interpretation of the FOTG. When Farm Bill program contracts are developed or NRCS assistance is involved, NRCS or the partnership employees in the office will provide conservation planning assistance that meets the agency's planning policy. At a minimum, the conservation planning will encompass the field or fields impacted by the Farm Bill program contract.

The partners agree that their respective employees will provide technical assistance based on their 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 by the employee's immediate supervisor (under the authority of the Indiana NRCS state conservation engineer) according to NRCS National Engineering Manual, Part 501. Job approval authority for partnership employees for non-agricultural practices will be determined and documented by the NRCS state resource conservationist.

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. All partnership technical 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 partners recognize that natural resources conservation programs are delivered through an intergovernmental system, in which federal, state, and local governments work together.

The partners agree to 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.

Personnel and Employment

Each partner is responsible for the hiring, management, supervision, development, and evaluation of its own employees. The partners will work together to coordinate staffing that supports identified resources needs in the county/area. Employee evaluations will be completed independently by the employing agency/organization, but others may provide input as requested. The partners will work together to coordinate individual staffing plans to include necessary disciplines for program and service delivery.

The SWCD may allow its personnel to work across county boundaries. SWCDs may elect to develop multi-district programs and projects for common resource areas or concerns. All other partnership employees are expected to work across county boundaries, as needed. (References: *Field Office of the Future* and *Conservation Beyond 2016* Taskforce reports).

Training

In addition to agency-specific training, the partners will provide leadership and share in administrative, educational opportunities and technical training as determined by program needs and whenever possible. Training includes the orientation of all employees and officials in the ICP philosophies, programs, authorities, roles, and responsibilities. Partnership employees will participate in the ICP Training and Certification program training needs inventories, training sessions and evaluations.

Technical Oversight: As a condition of assigning job approval authority for agricultural practices to SWCS and ISDA employees, NRCS must periodically review the technical work of these employees to assure adherence to planning and design standards and policy. The district conservationist/conservation delivery team leader is assigned as the NRCS representative to provide this oversight. NRCS area staff will also periodically review the technical work of NRCS, SWCD and ISDA employees in the office.

The district conservationist/conservation delivery team leader is responsible for ensuring the delivery of employee technical training and development for partnership employees.

RECORDS, FACILITIES AND EQUIPMENT

Records: The partners agree on the maintenance, update, and disposition of relevant records, including those of historical value. Records include correspondence, minutes, photos, maps, directives, etc.

Access to records will be governed by the Section 1619 of the Food, Conservation, and Energy Act of 2008, the Federal Freedom of Information Act (FOIA) and/or the Indiana 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). SWCD staff with access to federal records, either electronic or hard copies, will complete the required annual security training, conducted through NRCS.

All partners agree to protect personally identifiable and/or confidential information of 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 of information or loss of data. Personally identifiable and/or confidential information will only be used for authorized purposes.

Work Space: The partners agree that working together in a common office location provides advantages and efficiencies to better serve our customers. Good communication is expected among employees regarding space needs.

Security: The partners agree to adhere to federal policies regarding the right to access federal buildings, records and communications systems by submitting to background security checks, maintaining LincPass ID cards and completing annually mandated computer security awareness training. Other relevant training, such as personally identifiable information safekeeping may be required.

Equipment: Each partner will provide equipment needed for their employees. Any sharing of equipment requires employees to follow the policies and procedures established by the owner.

FISCAL MANAGEMENT

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

Each partner is responsible for its own fiscal resources to include equipment, overhead (where required), supplies, etc.

ISDA will provide resources for SWCDs including:

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

Under their legislated authority, SWCDs may establish procedures to collect for the delivery of services,

such as the selling materials (trees, native plants, cover crop seed, etc.), soliciting sponsorships and/or donations for special events or programs, and general fundraising.

TORT LIABILITY

The partners will each assume responsibility for the actions of their officials or employees acting in the scope of their employment/duties, to the extent provided by federal and state laws and local ordinances.

CONFLICT RESOLUTION

Conflicts should be resolved at the lowest level possible. Each partner agrees to participate in resolving issues that may adversely impact the working relationships of the partners and service to our customers.

ACCOUNTABILITY

The partners agree to cooperatively develop and utilize natural resource databases to measure effectiveness in program delivery and customer satisfaction. The partners agree that the SWCD business plan will be the local accountability tool used for evaluation. The SWCD will update the plan annually and provide a copy (by July 31) to the signatories of this agreement. A copy of the SWCD annual report should be provided by September 1. The SWCD will also provide a copy of their Long-Range Plan as updated, which at no time will be in excess of five years old. These plans will be used by the ICP for staffing recommendations and other support decisions.

Each SWCD, with ISDA support, will have a current business plan with goals based on SMART criteria (Specific, Measurable, Attainable, Realistic, and Timely).

This success of this memorandum of understanding will be based on the protection, sustainability and enhancement of Indiana's natural resources and a high quality of customer service based on each partner promoting of each other's programs, services, and successes via websites, public media, newsletters and social media.

- Providing up-to-date information on the programs they administer.
- Supporting the ICP Training and Certification Program.
- Identifying and addressing local natural resource issues and priorities.
- Providing supervision, training and evaluation of their own personnel.

HARASSMENT-FREE WORKPLACE

All partners agree to maintain a harassment-free workplace and environment for their staff and customers and to ensure training is provided annually or as determined by policy or administration.

CIVIL RIGHTS

The partners recognize the benefits and importance of delivering conservation programs equitably to all customers, having a diverse staff to assist this customer base, and having diversity within the SWCD board. The partners agree to work together to achieve diversity in all aspects of the conservation

program through effective outreach and marketing.

The partners 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 the 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 is effective January 1, 2019 until December 31, 2024. It 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 giving 60 days written notice to the other partners.

**XXXXXXXXXX COUNTY
SOIL AND WATER
CONSERVATION DISTRICT**

**INDIANA STATE DEPARTMENT
OF AGRICULTURE – DIVISION
OF SOIL CONSERVATION**

By: _____
SWCD Board Chairperson

By: _____
Director

Date: _____

Date: _____

**PURDUE UNIVERSITY
COOPERATIVE EXTENSION SERVICE**

**INDIANA STATE SOIL
CONSERVATION BOARD**

By: _____
Director

By: _____
Board President

Date: _____

Date: _____

USDA FARM SERVICE AGENCY

**USDA NATURAL RESOURCES
CONSERVATION SERVICE**

By: _____
State Executive Director

By: _____
State Conservationist

Date: _____

Date: _____