

**DAIRY WASTE MANAGEMENT:
AN INTEGRATED APPROACH TO
EDUCATION AND COMPLIANCE**

A partnership agreement between:

the State of California,
various Federal Agencies,
the University of California,
and the
California Dairy Industry

Signing completed
at a ceremony held at

The University of California, Davis campus

September 9, 1999

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The California Dairy Quality Assurance Program (Environmental Stewardship component)

Partnership Agreement Summary


This "Partnership Agreement" is to formalize a cooperative agreement between the California Dairy Quality Assurance Program (CDQAP), the University of California Cooperative Extension (UCCE), the California Department of Food and Agriculture (CDFA), the California Environmental Protection Agency and the State Water Resources Control Board (Cal-EPA-SWRCB), the California Resources Agency and Department of Fish and Game (CRA-DFG), and three organizations within the United States Department of Agriculture: Animal Plant Health Inspection Service (APHIS), the Natural Resources Conservation Service (NRCS), the Farm Services Agency (FSA), and Region 9 of the United States Environmental Protection Agency (US-EPA).

The purpose of this Partnership Agreement is to support the Environmental Stewardship component of the CDQAP as a voluntary, cooperative government and industry education/facility evaluation program. The program's objective is to assist California dairy producers in meeting all federal, state, regional and local requirements relating to manure and nutrient management. The program's ultimate goal is to help ensure a healthful environment for the people and wildlife of the state of California. The program core components include continuing education workshops for producers, the creation of Environmental Stewardship Farm Management Plans tailored to each dairy, and on-site evaluation by a third party.

Each of the participating State and Federal agencies will support the partnership to the extent that it does not conflict with any agency's statutory and regulatory obligations. The parties to the Partnership Agreement recognize their related interests and by mutual agreement will create a framework to enhance public and environmental health in the State of California. Industry organizations supporting this agreement include: California Dairy Research Foundation, California Farm Bureau Federation, California Manufacturing Milk Advisory Board, California Milk Advisory Board, Milk Producers Council, and Western United Dairymen. Technical support including education and training is being provided by the University of California, Davis.

Environmental Stewardship
Partnership Agreement Signatories

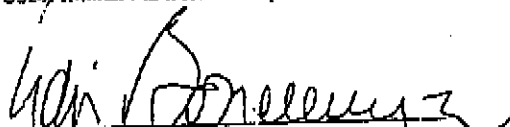

Winston Hickox Secretary
California Environmental Protection Agency

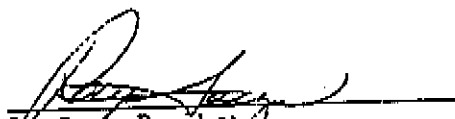

Mary Nichols, Secretary
The California Resources Agency

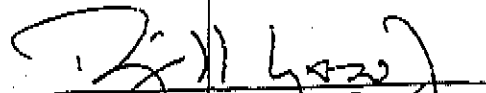

Walt Pettit, Executive Director
State Water Resources Control Board



Jeff York, State Conservationist
USDA Animal Resources Conservation Service

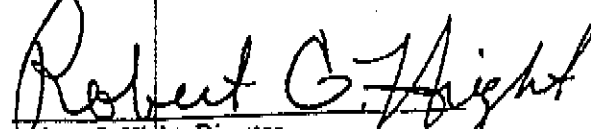

Paul O. Ugstad, Area-Vet.-In-Charge
USDA Animal Plant Health Inspection Service



Frank C. Dias, Chairman
California Manufacturing Milk Advisory Board



Ray Souza, President
Western United Dairymen

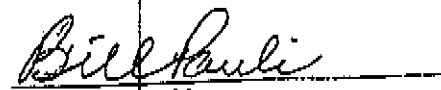

William (Bill) J. Lyons Jr., Secretary
California Department of Food and Agriculture

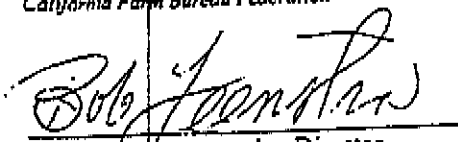

Felicia Marcus, Regional Administrator,
US Environmental Protection Agency Region 9


Robert C. Hight, Director
California Department of Fish and Game


Val Dolcini, State Executive Director
USDA Farm Services


W. R. Gomes V.P. Ag. and Natural Resources
University of California


Bill Pauli, President
California Farm Bureau Federation


Bob Feehstra, Executive Director
Milk Producers Council


Charles Ahlem, Chairman
California Dairy Quality Assurance Program

PARTNERSHIP AGREEMENT
between the
CALIFORNIA DAIRY INDUSTRY ORGANIZATIONS
which are members of the
CALIFORNIA DAIRY QUALITY ASSURANCE PROGRAM
(ENVIRONMENTAL STEWARDSHIP COMPONENT)
and
FEDERAL AND STATE AGENCIES

I. Agreement to Establish Partnership

This "Partnership Agreement" (PA) is to formalize a cooperative agreement between the California Dairy Quality Assurance Program (CDQAP), the University of California Cooperative Extension (UCCE), the California Department of Food and Agriculture (CDFA), the California Environmental Protection Agency and the State Water Resources Control Board (Cal-EPA-SWRCB), the California Resources Agency and Department of Fish and Game (CRA-DFG), and three agencies within the United States Department of Agriculture: Animal Plant Health Inspection Service (APHIS), the Natural Resources Conservation Service (NRCS), the Farm Services Agency (FSA); and Region 9 of the United States Environmental Protection Agency (US-EPA).

The term "Partnership," as used in this agreement, is not intended to create a partnership within the meaning of California Corporations Code section 15006, that is, an association of two or more persons to carry on as co-owners a business for profit. No party to this agreement is authorized to enter into any contract or arrangement on behalf of any other party to this agreement in the absence of specific written authorization. Furthermore, it is intended that each party to this agreement shall bear its own liability for its own acts and shall assume no liability for the acts of any other party to this agreement. Industry organizations supporting this agreement include the California Dairy Research Foundation, California Farm Bureau Federation, California Manufacturing Milk Advisory Board, Milk Producers Council, and Western United Dairyman.

The Partnership Agreement will ultimately result in an voluntary, cooperative government and industry environmental stewardship education program. Producers completing this education program will become "certified." The term "certified" or "certification" as used in this agreement, carries no regulatory significance other than to inform local, regional, state and federal agencies of the producer's efforts in meeting compliance. Nothing in this agreement shall be construed as surrendering existing statutory or regulatory authority of any regulatory agency. Nothing in this agreement shall be construed to release a dairy operator from complying with the applicable federal, state, regional or local environmental statutes, regulations, permits, or orders.

The exact policies and procedures by which a producer will become certified will be determined following a pilot program to be coordinated by the California Department of Food and Agriculture (see Section VIII). Other interested parties such as the California Regional Water Boards and the Department of Health Services will be invited to participate in both the pilot program and the development of certification policies and procedures. The policies and procedures will be agreed to by unanimous consent of all partners prior to their implementation.

II. Partnership Purpose and Goals

The purpose of this Partnership Agreement is to support the California Dairy Quality Assurance Program as a voluntary, cooperative government and industry education and facility evaluation program. The program's objective is to assist California dairy producers in meeting all federal, state, regional and local regulations relating to manure and nutrient management. The program's ultimate goal is to help ensure a healthful environment for the people and wildlife of the state of California. The program core components include continuing education workshops for producers, the creation of Environmental Stewardship Farm Management Plans specific to each dairy, and on-site evaluation by a third party. However, third party evaluation and certification is not a determination that a facility is in compliance with environmental laws and regulations.

In order to facilitate the education and certification of the state's dairy producers, all partners in this agreement will cooperate in the development of training materials designed to assist dairy producers into coming into compliance with all federal, state, regional and local environmental rules and regulations. Each of the participating state and federal agencies and industry organizations will support the partnership to the extent that it does not conflict with any agency's statutory and regulatory obligations. The parties to the Partnership Agreement recognize their related interests and by mutual agreement will create a framework to enhance public and environmental health in the State of California.

III. Program Areas and Activities

This agreement sets forth the working arrangements among these agencies and participating industry organizations concerning mutual planning, sharing of information, and training in matters relating to environmental stewardship for dairy producers. *Principal considerations will be the enhancement of environmental health through education and sharing of information.*

Each of the signatories will support the agreement in the following areas:

- a The primary responsibility of all partners are: 1) to develop training materials designed to assist producers in determining their compliance with all federal, state, regional and local environmental laws and regulations related to dairy manure and nutrient management 2) to communicate and coordinate with each other to assist producers in achieving compliance. A product of this effort will be an environmental compliance check-list and related educational materials for use by dairy producers and their advisors in developing and implementing Environmental Stewardship Farm Management Plans.

- b. Each partnering organization will have a primary contact/coordinator and a backup. Contact information (office / mobile / pager / FAX / electronic mail phone numbers) will be made available to all partners.
- c. Planning meetings will be scheduled yearly (or at more frequent intervals if deemed necessary by all parties). Meetings will be scheduled at least 30 days in advance. The purpose of the meetings will be to: (1) share information on related activities within each organization (2) evaluate the effectiveness of the agreement and (3) make recommendations for improving the agreement.
- d. Meetings may be requested by any partner to address issues related to the program.

IV. The California Dairy Quality Assurance Program

The California Dairy Quality Assurance Program (CDQAP) will coordinate efforts of the dairy industry, government, and academic partners participating in this agreement. This program is a voluntary state, federal and industry cooperative whose mission is to "... encourage science-based dairying practices which promote the health of the consumer, the environment, and dairy livestock." Technical assistance for the program is being provided by the University of California, Davis. The program is currently funded by grants from the California Manufacturing Milk Advisory Board. While the food safety and animal health modules of the program are currently under development, environmental stewardship represents the first element of the program to be implemented. Obligations of the public and private signatories of this agreement are limited to the elements of the agreement itself. Participation in this agreement in no way obligates collaborating organizations or individual producers to participate in any other components of the CDQAP (such as the food safety and animal health/welfare modules).

Dairy producers in California may voluntarily choose to become certified by the CDQAP in environmental stewardship. The requirements and benefits of this certification as well as the role each of the organizations participating in this Partnership Agreement will play in the certification process are outlined below. The process by which a producer is certified will be finalized by unanimous consent of all partners following completion of the certification pilot project (see Section I).

V. Requirements for Producer Certification

Participation in the program by a dairy producer is strictly voluntary. These certification requirements are intended to assist the producer in complying with laws and regulations set forth in 1) the California Porter Cologne Water Quality Control Act, 2) the federal Safe Drinking Water Act 3) the federal Clean Water Act 4) the California Fish and Game Code and the 5) federal Coastal Zone Management Act. In order for a producer to become certified in the Environmental Stewardship program, each of the three requirements listed below must be completed.

By participating in this partnership agreement, the signatories to this agreement are not making a determination that producers receiving third party certification are in compliance with applicable laws. However, third party certification is one mechanism by which local, state, and federal regulatory agencies are informed of a producer's efforts in achieving compliance with environmental laws.

1. Environmental Stewardship Short Course - Each producer (or authorized employee representing the dairy) must complete a workshop in environmental stewardship developed or approved by University of California Cooperative Extension (UCCE). Workshops will be held at various locations throughout the state and conducted by UCCE trained staff. Certificates of completion will be provided and records of attendance kept by UCCE.

2. Environmental Stewardship Farm Management Plan and associated documents - Each producer (or authorized employee representing the dairy) will complete an Environmental Stewardship Farm Management Plan and other associated documents tailored to his or her dairy. The producer is responsible for developing the farm management plans and the plans shall remain at the facility. A regulatory agency's authority to gather information, an operator's right to withhold information and the public's right to access the information shall be governed by existing laws and regulations.

These plans will include (but are not necessarily limited to):

- A. Completed risk assessment documents.
- B. Calculations describing current wastewater storage capacity and calculations of storage capacity necessary to prevent discharge from the dairy in the event of a 25-year, 24-hour storm.
- C. Calculations demonstrating that existing wastewater capacity is capable of storing contaminated runoff from a 25-year, 24-hour storm and maintain at least two feet of freeboard.
- D. A map of the dairy facility and crop land indicating where inappropriate surface discharge and/or groundwater infiltration could occur (a stormwater pollution prevention plan).
- E. A narrative describing how surface and groundwater discharges will be prevented. The map and narrative will address: 1) containment of all facility waste water up to and including contaminated rainwater from a 25-year, 24-hour storm event, 2) prevention of washout of storage ponds from a 20-year flood (or 100-year flood for dairies built after November 27, 1984), 3) exclusion of cattle (that are fully or partially on feed and located on anything other than pasture) from entering surface waters (ponds, creeks, etc.), 4) diversion of uncontaminated precipitation and surface drainage from manure or wastewater storage areas, and 5) operation and maintenance practices related to storm water management.
- F. An emergency plan which describes how appropriate resources will be mobilized in the event of a discharge or impending discharge.
- G. Documentation that the operator has fulfilled the local, state and federal environmental regulatory requirements.

- H. Documentation that the operator meets applicable requirements for dairy storage ponds and land application of manure and wastewater.
- I. Other such elements as may be required by the local or regional water quality control board, for example Waste Discharge requirements.

3. Initial On-site Evaluation - The producer (or authorized employee representing the dairy) will participate in an on-site evaluation by a third party. This evaluation will only occur at the request of the producer. A check-list cooperatively developed by the participants in this Partnership Agreement will be used as the evaluation tool. Evaluations will rely heavily on examination of the Environmental Stewardship Farm Management Plan and related documents developed by the producer. The evaluation will include a visual assessment of the waste containment and runoff control facilities. The on-site evaluation will be non-regulatory in nature. Following successful completion of an evaluation, the third party will notify UCCE which will complete the certification process.

In the event that the on-site evaluation reveals circumstances which need to be corrected, the evaluator will leave an itemized list of corrections and will schedule a subsequent re-evaluation. Upon successful completion of the re-evaluation, the third party will notify UCCE, which will complete the certification process.

If a producer owns more than one facility, an employee representing the facilities will only have to attend the Environmental Stewardship Short course once, but a separate Environmental Stewardship Farm Management Plan and associated documents will have to be completed for each facility where livestock are kept.

4. Re-certification - Periodic re-certifications following the third party on-site evaluation protocol described above will be necessary for a producer to maintain his or her Environmental Stewardship Certification as current. The frequency of these re-certifications will be determined as part of the policy and procedure development following the pilot project. In the event that the on-site evaluation reveals circumstances which need to be corrected, the evaluator will leave an itemized list of corrections and will arrange for a subsequent re-evaluation.

5. Quality Control of Evaluation Service - Inspectors from regulatory agencies may sometimes accompany the certification evaluators to observe the quality of the evaluation. A producer has the right not to participate in these joint training exercises. Nothing in this provision limits the ability of a regulatory agency to conduct inspections as authorized by applicable laws.

VI. Obligations of the California Dairy Quality Assurance Program

- I. The CDQAP will support the goals and activities of this agreement as outlined in the above sections I (Agreement to Establish Partnership), II (Partnership Purpose and Goals), and III (Program Areas and Activities). The primary responsibility of all partners is to communicate with the other partnering organizations to assist producers in meeting a generally understood set of federal, state, regional and local environmental regulations.

2. The CDQAP will fund, implement and promote a program which will make Environmental Stewardship workshops available to any producer, regardless of marketing or service organization affiliation. The Environmental Stewardship program has established a goal of having 50% of all producers trained within 24 months of the signing the Partnership Agreement.
3. The CDQAP will fund, implement and promote a program by which any producer, regardless of marketing or service organization affiliation, can voluntarily have his or her facility evaluated and certified.
4. The CDQAP will be the lead organization coordinating of the efforts of the various state, federal, industry and academic partners. This coordination will include, but is not limited to, matters related to training, educational materials, and funding.
5. The CDQAP will be the lead organization responsible for the maintenance of routine communications between the organizations participating in this Partnership Agreement. This will include but is not limited to progress reports, scheduling, and minutes of meetings.
6. The CDQAP will be the lead organization responsible for communication of the goals, requirements and benefits of the Environmental Stewardship program to the state's producers.

VII. Obligations of University of California Cooperative Extension

1. University of California Cooperative Extension (UCCE) will support the goals and activities of this agreement as outlined in the above sections I (Agreement to Establish Partnership), II (Partnership Purpose and Goals), and III (Program Areas and Activities). The primary responsibility of all partners is to communicate with the other partnering organizations to assist producers in meeting a generally understood set of federal, state, regional and local environmental regulations.
2. UCCE will make a dairy environmental workshop available to every dairy producer in California, regardless of marketing or service organization affiliation. The Environmental Stewardship program has established a goal of having 50% of all producers trained within 24 months of the signing of the Partnership Agreement. Attendance by a producer in an educational stewardship short course does not require that he or she participate in an on-farm certification. However, both workshop training and on-site certification are prerequisites for a producer to become certified in the environmental stewardship program. UCCE will work with all partners to ensure that the content of the short course is consistent and current with all federal, state, regional and local environmental regulations.
3. Listings of successful completion by a producer in an environmental stewardship short course and on-site certification will be kept by UCCE and provided to all organizations participating in this agreement. All reports resulting from these data will prominently state that "A dairy's lack of participation or certification in this program does not necessarily imply that the facility is out of compliance with any local, state or federal environmental regulations."
4. With the assistance of the other partners, UCCE will compile a central databank of information regarding environmental regulations, interpretation of those regulations, emerging technologies, and educational materials.

5. UCCE will organize the training of the third party evaluators and assist in conducting quality assurance checks to insure that the on-site evaluations assist producers in meeting all state, federal, regional, and local environmental regulations.
6. UCCE will create and distribute additional materials ("Updates") based on Notices of Violation and Cease and Desist Orders and other information supplied by other partners.

VIII. Obligations of the California Department of Food and Agriculture

1. The California Department of Food and Agriculture (CDFA) will support the goals and activities of this agreement as outlined in the above sections I (Agreement to Establish Partnership), II (Partnership Purpose and Goals), and III (Program Areas and Activities). The primary responsibility of all partners is to communicate with the other partnering organizations to assist producers in meeting a generally understood set of federal, state, regional and local environmental regulations.
2. The CDFA will organize a limited-scale pilot program for third party on-site evaluations. The purpose of this pilot project will be to assess the adequacy of the uniform inspection tool in evaluation of a dairy. CDFA will be assisted in this project by the other partners. Other interested parties such as the California Regional Water Boards and the Department of Health Services will be invited to participate in both the pilot program and the development of the certification policies and procedures. The pilot project is anticipated to take approximately six months. At the end of the pilot project CDFA will report its findings and recommendations back to the partners. At that time, all partners will develop policies and procedures related certification of producers. The policies and procedures will be agreed to by unanimous consent all partners prior to their implementation.

IX. Obligations of the California Environmental Protection Agency and the State Water Resources Control Board

1. California Environmental Protection Agency (Cal-EPA) and the State Water Resources Control Board (SWRCB) will support the goals and activities of this agreement as outlined in the above sections I (Agreement to Establish Partnership), II (Partnership Purpose and Goals), and III (Program Areas and Activities). The primary responsibility of all partners is to communicate with the other partnering organizations to assist producers in meeting a generally understood set of federal, state, regional and local environmental regulations.
2. SWRCB will designate a single representative within its organization to answer questions regarding the appropriateness of specific dairy practices. Responses to these questions will take place within a timely fashion with a goal of a response time of not more than five working days.
3. Cal-EPA and SWRCB will share with other partners changes in policies, guidance and existing regulations at the same time and in the same manner as the rest of the public prior to implementation.
4. Copies of Notices of Violation, Cease and Desist Orders and other regulatory actions will be made available to the partners and the public to the extent authorized by state "sunshine" laws

- after they are finalized and when they are made public. These data will assist the partners in defining future education and training efforts.
5. Cal-EPA and SWRCB will assist UCCE in the creation of environmental stewardship educational materials. These materials may include fact sheets, question and answer sheets, risk evaluation tools etc.
 6. Cal-EPA and SWRCB will consider the certification status of a dairy when scheduling routine inspections. The Cal-EPA and SWRCB maintain their authority to enter, inspect or otherwise obtain information regarding any facility in any situation to the extent authorized by the applicable laws for the purposes outlined in those laws. This includes (but is not limited to) complaints or requests for inspections from public sources or private parties, on-going inspections or compliance orders, or any other reason which leads the Cal-EPA or SWRCB to suspect that a facility is not in compliance with state or federal regulations.
 7. Cal-EPA and SWRCB will be the lead entities in coordinating the compilation of inspection protocols related to environmental regulations.
 8. Cal-EPA and SWRCB will be the lead entities in coordinating the establishment of a check-list to be used by the third party during on-site evaluation. This evaluation check list will assist third party evaluators in determining whether they believe the facility meets federal, state, regional and local environmental regulations to the extent possible given differences in geographic and regulatory locations. This check list will not interfere with any agency's statutory obligations. A facility's compliance with the check list will not constitute any agency certification of compliance with any federal, state, regional or local environmental laws. Cal-EPA and SWRCB will work to make this check list explicit and clear enough for an average producer to understand.
 9. Cal-EPA and SWRCB will be the lead entities in the organization of educational workshops designed to train and evaluate employees of the third party on-site evaluation organization in the use of the check-lists described above.
 10. Cal-EPA and SWRCB will take any necessary steps to ensure that all agencies under its organizational umbrella, (OEHHA, CIWMB, regional water boards etc.) are aware of and support the obligations undertaken pursuant to this agreement.

X. Obligations of the California Resources Agency and the Department of Fish and Game

1. The California Resources Agency and the California Department of Fish and Game (CRA-DFG) will support the goals and activities of this agreement as outlined in the above sections I (Agreement to Establish Partnership), II (Partnership Purpose and Goals), and III (Program Areas and Activities). The primary responsibility of all partners is to communicate with the other partnering organizations to assist producers in meeting a generally understood set of federal, state, regional and local environmental regulations.
2. CRA-DFG will designate a single representative within its organization to answer questions regarding the appropriateness of specific dairy practices
3. CRA-DFG will cooperate with other partners in communicating changes in existing laws or regulations or their interpretation to the other partners. CRA-DFG will assist the partners in integrating these changes or interpretations into the uniform dairy evaluation tool.
4. Copies of Notices of Violation, and other regulatory actions will be made available to the partners. These data will assist the partners in defining future education and training efforts.

5. Utilizing the data listed above (paragraphs 2,3 and 4), CRA-DFG assist UCCE in the creation of educational materials. These materials may include fact sheets, question and answer sheets, risk evaluation tools etc.
6. CRA-DFG will assist Cal-EPA and SWRCB in the processes described above in Section IX, Paragraphs 7,8,9. This includes assisting in the establishment of a set of uniform inspection procedures, establishment of a check-list to be used by the third party during on-site evaluation organization, and organization of educational workshops designed to train and evaluate employees of the third party on-site evaluation organization.
7. CRA-DFG will take any necessary steps to ensure that all agencies under its organizational umbrella are aware of and supportive of CRA-DFG's obligations in this agreement.

XI. Obligations of the USDA Animal Plant Health Inspection Service (California office)

1. The USDA Animal Plant Health Inspection Service, Veterinary Services, California office, (APHIS) will support the goals and activities of this agreement as outlined in the above sections I (Agreement to Establish Partnership), II (Partnership Purpose and Goals), and III (Program Areas and Activities). The primary responsibility of all partners is to communicate with the other partnering organizations to assist producers in meeting a generally understood set of federal, state, regional and local environmental regulations.
2. APHIS will assist in providing appropriate personnel and funding when necessary to conduct research projects, educational seminars, and general guidance.
3. APHIS personnel are available as in all cooperative programs to assist in all activities identified for CDFA.

XII. Obligations of the USDA Natural Resource Conservation Service

1. The USDA Natural Resource Conservation Service (NRCS) will support the goals and activities of this agreement as outlined in the above sections I (Agreement to Establish Partnership), II (Partnership Purpose and Goals), and III (Program Areas and Activities). The primary responsibility of all partners is to communicate with the other partnering organizations to assist producers in meeting a generally understood set of federal, state, regional and local environmental regulations.
2. NRCS will continue to provide technical assistance to dairy operators
3. NRCS will continue to pursue additional avenues for technical assistance to dairy operators including the development of the consultant/crop advisor industry.
4. NRCS will continue to participate in the development of technical procedures, training materials and educational materials.

XIII. Obligations of the USDA Farm Services Agency

1. The USDA Farm Services Agency (FSA) will support the goals and activities of this agreement as outlined in the above sections I (Agreement to Establish Partnership), II (Partnership Purpose and Goals), and III (Program Areas and Activities). The primary responsibility of all partners is to communicate with the other partnering organizations to assist producers in meeting a generally understood set of federal, state, regional and local environmental regulations.

XIV. Obligations of the US Environmental Protection Agency (Region 9)

1. The United States Environmental Protection Agency, Region 9 (US-EPA), supports the goals and activities of this partnership agreement, to the extent that the agreement does not conflict with US-EPA's authority and obligation to implement federal laws and regulations including laws related to funding and appropriations. The primary responsibility of all partners is to communicate with the other partnering organizations to assist producers in meeting a generally understood set of federal, state, regional and local environmental regulations.
2. US-EPA's access to documents and confidentiality and disclosure of records shall be governed by applicable federal law.
3. US-EPA will designate a lead representative and several alternates to answer questions regarding the appropriateness of specific dairy practices. Responses to these questions will take place within a timely fashion and as quickly as possible.
4. US-EPA will share with other partners changes in policies, guidance and existing regulations at the same time and in the same manner as the rest of the public. Such input shall in no way be construed as surrendering existing statutory or regulatory authority of US-EPA.
5. Copies of Notices of Violation, Administrative Compliance Orders and other regulatory actions will be made available to the partners at their specific request after they are finalized and made public as authorized by the Freedom of Information Act (FOIA). These data will assist the partners in defining future education and training efforts.
6. US-EPA will assist UCCE in the creation of environmental stewardship educational materials. These materials may include fact sheets, question and answer sheets, risk evaluation tools etc.
7. US-EPA will consider the certification status of a dairy when scheduling routine inspections. US-EPA maintains its authority to inspect any facility to the extent authorized by law.
8. US-EPA will coordinate with appropriate State agencies when conducting routine civil inspections. At its discretion, US-EPA may inform crop advisors and other county officials prior to conducting such inspections in their county.
9. US-EPA will be a lead entity in coordinating the compilation of inspection protocols related to environmental regulations.
10. US-EPA will assist in establishing materials (such as an inspection check-list to be used by the third party during on-site evaluation) that will assist the third party evaluator in determining whether they believe the facility is in compliance with applicable environmental statutes. A facility's compliance with a check list will not constitute agency certification of compliance with any federal, state, or local environmental laws.
11. US-EPA will take any necessary steps to ensure that all divisions within the Regional Office are aware of and support the obligations described in this agreement.

XV. General Provisions of the Agreement

1. Obligations of the public and private signatories of this agreement are limited to the elements of the agreement itself. Participation in this Environmental Stewardship agreement in no way obligates collaborating organizations or individual producers to participate in other components of the CDQAP (such as the food safety and animal health/welfare modules).
2. Nothing in this agreement shall be construed as surrendering existing statutory or regulatory authority of any party.
3. Nothing in this agreement shall be construed to release a dairy operator from complying with the applicable federal, state, regional or local environmental statutes, regulations, permits, or consent orders.
4. This agreement may be amended through mutual agreement of the parties.
5. Individual partners may unilaterally withdraw from the partnership agreement following a thirty day notice and explanation of the reasons for withdrawal given at a meeting of the full partnership.