

**MEMORANDUM OF AGREEMENT**

**Among the**

**NATIONAL ASSOCIATION OF CONSERVATION DISTRICTS**

**And the**

**NATIONAL ASSOCIATION OF RESOURCE CONSERVATION & DEVELOPMENT COUNCILS**

**And the**

**NATIONAL ASSOCIATION OF STATE CONSERVATION AGENCIES**

**And the**

**NATIONAL CONSERVATION DISTRICT EMPLOYEES ASSOCIATION**

**And the**

**UNITED STATES DEPARTMENT OF AGRICULTURE**

**NATURAL RESOURCES CONSERVATION SERVICE**

This Memorandum of Agreement (MOA) is made by and entered into among the National Association of Conservation Districts (NACD), the National Association of Resource Conservation & Development Councils (NARC&DC), the National Association of State Conservation Agencies (NASCA), the National Conservation District Employees Association (NCDEA), and the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), hereinafter referred to as “the Parties or Party.”

**I. PURPOSE**

The purpose of this MOA is to encourage strong national, Tribal, regional, State, and local level partnerships, as well as to strengthen cooperation among the Parties which results in coordinated interagency delivery of conservation assistance to private landowners, communities, and others to sustain the health, diversity, and productivity of the Nation’s natural resources. The Parties share a long-term commitment to the voluntary

Federal, Tribal, State, and local government conservation delivery system to help private landowners, communities, and others conserve natural resources across the Nation. This system supports local level and private landowner decision making and capacity for conservation planning assistance that will result in sound science solutions that are practical and economical and lead to wise use and management of natural resources. This mutual goal is to support locally-led natural resource conservation that also addresses national, Tribal, regional, and State priorities while optimizing efficiency and effectiveness. As a partnership, we will put quality first, enable people to make sound conservation decisions, demonstrate professionalism and dedication, and strive for continuous improvement.

## **II. BACKGROUND**

### **Importance of Natural Resources to the Nation's Welfare**

The Parties recognize the importance of natural resources, sound resource conservation development, and the wise use and management of the Nation's natural resources. The Parties further recognize that our Nation's resources are finite and under increasing pressure from a variety of natural resource related stressors. Soil, water, air, plants, animals, and energy are all addressed under the programs, initiatives, and partnership efforts of the Parties.

Examples of activities the Parties will address include, but are not limited to:

- A. Continuing to support the delivery of excellent and innovative service;
- B. Strengthening and modernizing our world class conservation delivery to optimize efficiency and effectiveness;
- C. Broadening our outreach to new and existing customers and partners;
- D. Supporting science-based decision making, as close to the resource issue/opportunity as possible;
- E. Encouraging a voluntary approach as a the primary means of accomplishing conservation goals; and
- F. Using sound approaches to strengthen each Party and its role in the delivery of natural resources conservation across the Nation.

## **Collaborating to Meet Customer Needs**

The Parties recognize that the owners and managers of farmland, rangeland, forestland, and other lands are key customers for our programs and activities. Increased coordination and collaboration is essential so that we can provide effective and efficient assistance to a changing customer base. The Parties believe that a strong partnership among them will make it possible to be more effective in assisting decision makers, thereby increasing agricultural production while improving natural resource benefits.

### **III. ROLES AND RESPONSIBILITIES**

This MOA commits the Parties to increase cooperation at the national, regional, State, local, and other geographic scales to ensure coordinated delivery of conservation assistance. The actions taken under this MOA are expected to enable the Parties to accomplish their individual and collective conservation missions and goals more effectively.

The Parties recognize the unique and complementary role that each Party brings to the partnership:

- NACD is the non-profit organization that represents America's 3,000 conservation districts, 58 State and Territory associations, and the 17,000 women and men who serve on their governing boards. Conservation districts are local units of government established under State law to carry out natural resource management programs at the local level. Districts work with millions of cooperating landowners, managers, and operators to help them manage and protect land and water resources and related resources on all private lands and many public lands in the United States.
- NARC&DC is a nonprofit organization that represents and coordinates the efforts of hundreds of RC&D Councils, and thousands of volunteers, as they create successful delivery systems that benefit local communities. Local Resource Conservation and Development (RC&D) Councils are unique non-profit organizations made up of volunteers who identify unmet needs in their communities and create solutions that work. The women and men who make up an RC&D Council are neighbors. They know how to blend Government programs with local needs to produce results.

- NASCA’s mission is to strengthen members’ capacity and influence national programs and policies by providing leadership, focus, and direction. State conservation agencies serve to coordinate all available resources within each State for effective soil and water conservation delivery, thereby strengthening conservation districts and enhancing locally-led conservation.
- NCDEA is a nonprofit organization whose vision is a professionally accepted and integrated work force dedicated to the cause of conservation. The NCDEA mission is to strengthen and promote the conservation district programs by providing assistance, information, and representation, and by supporting the professionalism of conservation district employees. The objectives to accomplish this vision and mission include:
  - Strengthening the conservation district programs of the United States and its territories.
  - Providing assistance, information, and support to conservation districts, employees, and their governing boards.
  - Promoting the professional development of conservation districts and their employees.
  - Assisting any agency, association, organization, municipality, group, or individual who supports the conservation organization. Its function will be to develop, strengthen, and promote conservation district programs within the United States.
- NRCS draws on a long history of helping people help the land. NRCS works in close partnerships with individuals, groups, communities, land users and landowners, local and State Governments, and other Federal agencies to maintain healthy and productive working landscapes. NRCS recognizes the historic relationship it has with the National Conservation Partnership Parties, and is a source of interdisciplinary technical expertise and financial assistance in support of national, Tribal, regional, State and local natural resources conservation in every county across the United States.

The Parties will work to address conservation priorities through a joint action plan and individual organization actions. This joint action plan will be reviewed on an annual basis and will include such actions as:

- A. Encouraging the development of MOAs or other actions to strengthen the conservation delivery system partnerships (e.g. at the national, Tribal, regional, State, and local levels) to facilitate implementation of this MOA.
- B. Encouraging Parties at the national, Tribal, regional, State and local level to jointly pursue innovative pilot projects/demonstration areas, and share and publicize success stories consistent with the objectives of this MOA.
- C. Monitoring and reporting on implementation of this MOA. The following agency contacts or their designees will meet at least annually to review performance under this MOA and provide recommendations as appropriate.

**IV. AGENCY/ORGANIZATION CONTACTS**

NACD: Mr. John Larson  
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NASCA: Mr. Mike Brown

Executive Director

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NCDEA: Mr. Rich Duesterhaus

Executive Director

NCDEA

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NRCS: Mr. Thomas W. Christensen  
Associate Chief for Operations  
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## **V. AUTHORITIES**

This MOA is entered into in accordance with the following laws and organization policy:

- A. The Department of Agriculture Reorganization Act of 1994, Public Law 103-354, 7 U.S. C. 6901-7014.
- B. Secretary's Memorandum 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.
- C. Soil Conservation and Domestic Allotment Act, Public Law 74-461, 16 U.S.C. 590, as amended (16 U.S.C. 590a, et seq.).
- D. NACD By-Laws
- E. NARC&DC By-Laws
- F. NASCA By-Laws
- G. NCDEA By-Laws
- H. Section 1242(d) of the Food Security Act of 1985 as amended, 16 USC 3842(d).

## GENERAL PROVISIONS

- A. This MOU takes effect upon the signatures of the Parties and remains in effect for 5 years from the date of execution. In the event of termination by one of the parties, the other parties will continue the MOA among them.
- B. This MOA is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.
- C. This MOA does not affect or modify existing regulations or agency responsibilities and authorities. It specifically does not commit agency activities beyond the scope of its mission and authorities under its organic statutes.
- D. NRCS, NACD, NARC&DC, NASCA, NCDEA and their respective officials will handle their own activities and utilize their own resources, including expenditures of their own funds, in pursuing the purposes of this MOA. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- E. Nothing in this MOA shall obligate NRCS, NACD, NARC&DC, NASCA, or NCDEA to expend or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties will require execution of separate agreements, and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- F. Any information furnished to NRCS under this agreement is subject to the Freedom of Information Act (5 U. S. C. 552).
- G. All activities and programs, conducted under this MOA shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights

Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They also will be in accordance with regulations of the Secretary of Agriculture (7 C. F. R. 15.3, Subpart A), which provide that no person in the United State shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits, or otherwise be subjected to discrimination from USDA or any agency thereof.

H. All activities conducted under this MOA shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690), Title V, Subtitle D.

**VI. APPROVAL**

The undersigned Parties hereby agree to the terms and conditions specified.

  
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Earl Garber  
President  
National Association of Conservation Districts

2/3/2015  
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Date

  
\_\_\_\_\_  
Olga Walter  
President  
National Association of Resource Conservation  
& Development Councils

2-3-15  
\_\_\_\_\_  
Date

*Irene Moore*

Irene Moore  
President  
National Conservation District Employees Association

*2/3/15*

Date

*Shana Joy*

Shana Joy  
President  
National Association of State Conservation Agencies

*2/3/15*

Date

*Jason Weller*

Jason Weller  
Chief  
Natural Resources Conservation Service

*2/3/15*

Date