



P O Box 487
Interior SD 57750-0002
April 11, 2000

TO: All State Association Presidents and Executives

For the last decade, NACD has worked to develop a closer working relationship with the US Fish and Wildlife Service (FWS). With all the endangered species rules and other Federal mandates, it is important for districts to be aware of what is happening on these issues and to stay in contact with the FWS. Equally important are the programs FWS administers that impact private lands. There is a multitude of opportunities to work together if districts choose to do so.

A number of steps have already been taken. We developed model cooperative agreement language the FWS can use to work directly with districts. A copy was mailed to all districts in 1989. At the same time, NACD signed an MOU with the FWS that was renewed in 1999.

The NACD Environment and Resource Policy Committee believed there were additional opportunities for state associations to work with the FWS. We developed the enclosed Model State Association/FWS MOU as a way to start the discussion if you so choose. This model was distributed through the FWS on March 14.

There are mutual benefits for your association and the FWS. The ERP Committee encourages you to seek out these opportunities. We have been working with the FWS in South Dakota for several years and we know it works. Please feel free to contact the NACD Policy Center if you have questions (715-341-1022). If you would like to discuss what we are doing in South Dakota give me a call at 605-433-5469.

Sincerely,

A handwritten signature in black ink, which appears to read "Gene Williams", is written over a solid black rectangular redaction box.

Gene Williams, Chair
NACD Environment and
Resource Policy Committee

WJH:bb
Enclosures
cc: ERP Committee
Nancy Derey, USFWS

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See Attached
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In Reply Refer To:
FWS/DHC/BHR

Memorandum

To: Regional Directors, Regions 1-7

From: ~~Deputy~~ Director **John G. Rogers, Jr.** MAR 14 2000

Subject: Development of Memorandum of Understanding Between State Associations of Conservation Districts and Partners for Fish and Wildlife

On January 28, 1999, the National Association of Conservation Districts and the Service signed a Memorandum of Understanding (Attachment 1) for the purpose of establishing a general framework for cooperation to promote and apply sound fish and wildlife management practices on private and Service-owned lands. This MOU replaced the existing Cooperative Agreement (FWS No. 14-16-003-89-911) between the two parties that facilitated implementation of the North American Waterfowl Management Plan. This MOU expands the scope beyond the NAWMP to include other Service Program opportunities for management of Federal trust fish and wildlife species and their habitats throughout the Nation.

The Partners for Fish and Wildlife program can play a major role in turning the spirit and intent of the MOU into on-the-ground habitat accomplishments. Many of our State and local Partners Coordinators have already been working cooperatively for several years with local conservation districts to identify, design, and implement an impressive array of habitat restoration projects on private lands. To strengthen these existing relationships, as well as encourage the development of new ones, you may want to consider having each State Partners Coordinator contact the State Association of Conservation Districts president and/or executive director in their respective State to pursue development of "stepped down" versions of the National MOU. This should help formalize the Service's relationship with conservation districts at the State and local level, and could also help conservation districts and Service staff focus on specific resource issues of mutual concern in their area. This could be particularly effective in addressing soil, water, and wildlife conservation objectives on a watershed or ecosystem scale.

A template for a State level MOU is provided for your consideration (Attachment 2). A listing of State Association of Conservation Districts officials in each State is also attached (Attachment 3). If you have any questions, please contact Dr. Benjamin N. Tuggle, Chief, Division of Habitat Conservation, at (703) 358-2161.

Attachments

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL ASSOCIATION
OF CONSERVATION DISTRICTS
AND
THE UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

This Memorandum of Understanding is made and entered into by and between the National Association of Conservation Districts, hereinafter known as NACD and the U.S. Fish and Wildlife Service of the U.S. Department of the Interior, hereinafter known as the Service. It is made under the authority of the Fish and Wildlife Coordination Act as amended (16 U.S.C. 661 et seq.), the Fish and Wildlife Act of 1956 as amended (16 U.S.C. 742 et seq.), and the bylaws of NACD.

I. PURPOSE:

The purpose of the MOU is to establish a general framework for cooperation between NACD and the Service to:

- Encourage close working relationships between NACD and the Service, State associations of conservation districts, conservation districts, and their cooperators to accomplish goals in conservation matters of mutual concern, particularly in the management of Federal trust fish and wildlife species and their habitats.
- Facilitate accomplishment of conservation tasks as may be planned by NACD, the Service, State associations of conservation districts, conservation districts, and their cooperators throughout the United States, its territories, and possessions.
- Allow for the exchange of services, personnel, equipment and facilities to achieve goals of conservation matters of mutual concern to NACD and the Service.

II. STATEMENT OF MUTUAL INTEREST AND MUTUAL BENEFITS:

Founded in 1946, NACD is a private, nonprofit organization that serves as the national voice for the Nation's 3,000 conservation districts which are local subdivisions of State government. The mission of NACD is to empower the Nation's conservation districts to facilitate the harmonious use of natural resources. It is NACD's philosophy that local leadership and grassroots decision making are the keys to successful management and protection of our natural resources. NACD supports local conservation districts to take

the lead role in the locally led conservation process.

The Service's mission is to work with others to conserve, protect and enhance the Nation's fish and wildlife and their habitats for the continuing benefit of the American people. The Service acts under the authority of a broad array of statutes including the Fish and Wildlife Coordination Act, the Fish and Wildlife Act, the Migratory Bird Treaty Act, the National Wildlife Refuge System Improvement Act, the Endangered Species Act, the Coastal Wetlands Planning, Protection, and Restoration Act, the North American Wetlands Conservation Act, and many others. Working nationwide with State wildlife agencies and other partners, the Service encourages voluntary proactive partnerships to restore and enhance the habitats of Federal trust fish and wildlife species.

NACD and the Service can attain mutual goals and objectives by working together through this MOU to identify conservation matters of mutual concern and extend their joint support to State associations of conservation districts, conservation districts, and their cooperators.

III. SCOPE OF WORK:

For a period herein set forth, NACD and the Service shall provide, to the best of their abilities, the necessary personnel, material, services and facilities to perform all things necessary for or incident to the performance of this MOU.

An Annual Work Plan will be developed mutually between NACD and the Service to help facilitate implementation of this MOU, and guide efforts to accomplish goals in conservation matters of mutual concern.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN NACD AND THE SERVICE THAT:

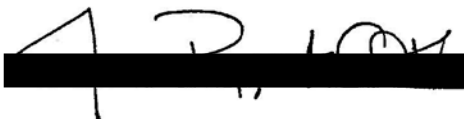
1. NACD and the Service will promote conservation matters of mutual concern with State associations of conservation districts, conservation districts, and their cooperators.
2. NACD and the Service will promote sound principles of fish and wildlife management on private lands and lands managed by the Service throughout the United States, its territories, and possessions, especially as this management pertains to Federal trust fish and wildlife species and their habitats. Such management will be consistent with sound principles of soil and water conservation.
3. NACD and the Service will encourage State associations of conservation districts, conservation districts, and their cooperators to carry out fish and wildlife management practices for Federal trust species and their habitats throughout the

United States, its territories, and possessions. Such practices may be delivered through the North American Waterfowl Management Plan, the Partners for Fish and Wildlife Program, the Coastal Program, and other similar voluntary proactive resource conservation programs.

4. Nothing in this MOU shall be construed as obligating NACD or the Service to expend appropriations or to enter into any contract or other obligation. Specific work projects or activities, however, may involve the transfer of money, services, or property between NACD and the Service. In these instances, separate mutually agreed upon cooperative agreements or contracts, subject to appropriate statutes, regulations, and policies will be required.
5. This MOU in no way restricts either party from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
6. This MOU shall become effective upon the date of final signature and shall continue for a period of 10 years. This MOU may be modified or amended upon written request of either party and concurrence of the other. This MOU may be terminated with 60-day written notice by either party.

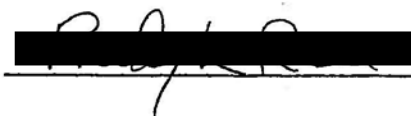
V. **SIGNATURES**

For the United States Department of the Interior
Fish and Wildlife Service:


_____, Director

January 28, 1999
Date

For the National Association of Conservation Districts:


_____, President

1-28-99
Date