

**MEMORANDUM OF AGREEMENT**  
**Between the**  
**DEPARTMENT OF AGRICULTURE**  
**COMMODITY CREDIT CORPORATION**  
**FARM SERVICE AGENCY**  
**AND**  
**NATIONAL ASSOCIATION OF CONSERVATION DISTRICTS**

This Memorandum of Agreement (MOA) is between the Department of Agriculture (USDA), Commodity Credit Corporation (CCC), Farm Service Agency (FSA), and National Association of Conservation Districts (NACD).

**I. Authority**

This MOA is entered into in accordance with the Food Security Act of 1985, as amended (16 U.S.C. 3801 *et seq.*) and other authorities as may apply.

**II. Introduction**

On behalf of the Commodity Credit Corporation ("CCC"), FSA implements the Conservation Reserve Program (CRP), the largest private lands program for soil, water, and wildlife conservation in the United States. Wildlife, soil erosion, air and water quality are important resource concerns of FSA in their ecosystem-based approach to conservation. Many species of wildlife have specific habitat requirements that must be met to complete their life cycle. CRP helps to protect, restore, and enhance essential wildlife habitats. Carbon sequestered in the soil contributes to improved air and soil quality. Trees, grass and other vegetation serve important functions to contribute to soil and water quality, especially as buffers between streams, lakes and other water bodies.

**III. Purpose**

The purpose of this MOA is to establish a framework of cooperation between FSA and NACD relative to maintaining and enhancing the environmental benefits of CRP including the productivity of wildlife habitats on private and public lands, water quality, soil quality, and protecting and enhancing the private lands resources that provide many public environmental benefits. Such activities include, but are not limited to, conservation projects, provision of

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technical assistance, delivery of information and educational materials, collaboration on research, and development of enhancement techniques.

**IV. Responsibilities**

**A. The NACD Will:**

1. provide FSA with information regarding the status of its conservation implementation, new management techniques, and progress in implementing the objectives of NACD; and
2. inform all NACD members and the general public about associated conservation projects conducted cooperatively with FSA.

**A. CCC/FSA Agrees to:**

1. provide training as it deems necessary to FSA staff on conservation on croplands and other associated lands using as a technical source, when deemed appropriate by CCC/FSA, the current technical and management information provided by NACD;
2. utilize its public information resources to inform private landowners in connection with CCC/FSA-administered USDA programs about conservation practices and programs, including when appropriate distribution of technical and financial assistance information which becomes available through NACD;
3. consistent with all public laws and rules, and subject to their limitations, provide information to NACD on CCC/FSA-administered conservation programs and activities that positively affect conservation programs, as determined by CCC/FSA, and seek technical information from NACD, when deemed appropriate by CCC/FSA, on the improvement of conservation techniques and practices; and
4. provide appropriate CCC/FSA staff to act as Federal advisors to NACD committees and for other purposes, as deemed appropriate by CCC/FSA.

**V. It Is Mutually Agreed:**

1. to collectively identify and develop cooperative projects and programs conducted under this MOA that advance conservation with private landowners and operators;
2. to periodically review the progress of programs or projects developed under this MOA and plan future program directions as appropriate.
3. to provide acknowledgement of FSA, NACD and its members' contributions on all projects or programs conducted under this MOA.
4. this MOA is neither a fiscal- nor funds-obligating document. Any endeavor by either party that involves the reimbursement, contribution of funds, or transfer of anything of value between the parties shall be subject to available funding and will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors shall be outlined in separate agreements, shall be made in writing by representatives of both parties, and shall be independently authorized by appropriate statutory authority. This MOA does not provide such authority;

5. this MOA in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals;
6. that each party will be responsible for its own actions and results, thereof. Accordingly, each party (where liability is otherwise imposed by law) is responsible alone (exclusive of the other party) for any injury to persons or property resulting in any manner from the its conduct of its own operations, and the conduct of its agents or employees occurring in furtherance of the objectives of this MOA;
7. that 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, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Department of Justice regulations enforcing nondiscrimination requirements, and Department of Agriculture rules and regulations. Compliance ensures access in all aspects of program delivery of benefits and services to the public without regards to race, color, national origin, age, disability, marital status, familial status, parental status, sexual orientation, or because all or part of an individual's income is derived from any public assistance programs;
8. that 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); and
9. that this agreement may be terminated at any time upon two weeks written notice to the other party. Amendments to this agreement will be permitted if agreed to in writing by all the parties.

## **VI. Technical/Administrative Contacts**

### **A. FSA**

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**B. NACD**

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**It is so Agreed:**

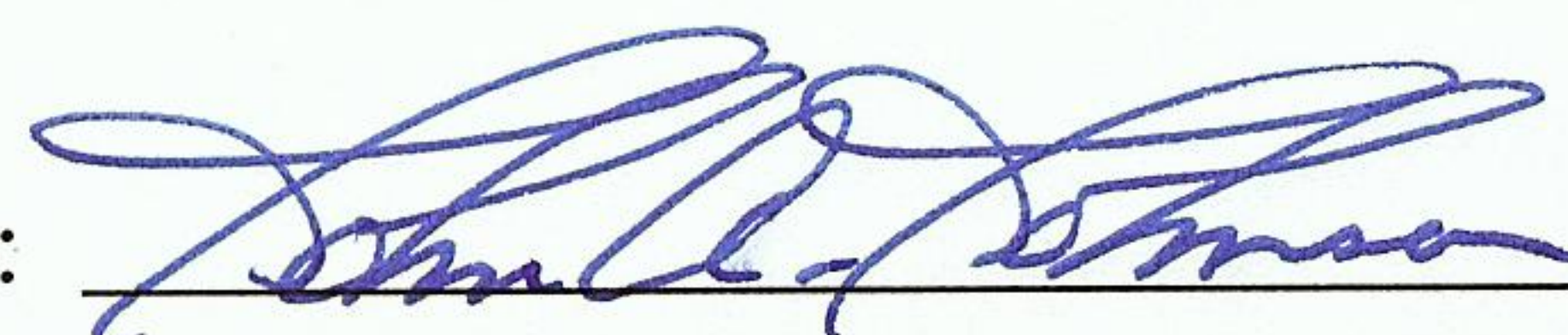
**National Association of Conservation Districts**

By: 

Title: President

Date: March 28, 2006

**U.S. Department of Agriculture Commodity Credit Corporation and Farm Service Agency**

By: 

Title: Deputy Vice President, CCC and

Deputy Administrator for Farm Programs, FSA

Date: 3-28-06