

REQUEST FOR BOARD ACTION
HENDERSON COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: Wednesday, October 21, 2020
SUBJECT: Memorandum of Agreement (MOA)
PRESENTER: Jonathan Wallin, District Director/Conservationist
John Mitchell, Business and Community Development Director
ATTACHMENTS: (1) Soil & Water District's Memorandum of Agreement

SUMMARY OF REQUEST:

This Memorandum of Agreement explains the partnership between the Henderson County Soil and Water District, the Federal and State Government and Henderson County. The partnerships allows the District to continue conservation work in our county.

The MOA is revised on a regular basis for clarity, and there are no major revisions in the new document.

The Henderson Soil and Water Conservation District Board would like to request approval of the updated Memorandum of Agreement between the District and its partner agencies, including Henderson County.

BOARD ACTION REQUESTED:

Approve the Soil & Water District's Memorandum of Agreement.

Suggested Motion:

I move that Board approve the Soil & Water District's Memorandum of Agreement.

Henderson County Soil & Water Conservation District
61 Triple Springs Road
Hendersonville, NC 28792
(828) 697-4949
<http://hendersoncountync.gov/soilwater>



Date: June 24, 2020
To: Henderson SWCD Board of Supervisors
Re: Memorandum of Agreement

Dear Supervisors,

Please find an enclosed letter from Timothy Beard, Bryan Evans, and Vernon Cox regarding the Memorandum of Agreement (MOA) we have with our partner agencies. It will explain the decision needed to be made. You have the option to execute and move forward with the 2018 MOA you previously submitted or to edit and submit the 2020 version. Copies of both are enclosed.

We will need to call a special Board meeting (via teleconference) to discuss your opinions and how you would like to proceed. Details will be forthcoming.

Thank you for your attention to this important matter.

Sincerely,

A handwritten signature in blue ink that reads "Caroline Wicker".

Caroline Wicker, Administrative Assistant
Henderson Soil & Water Conservation District





United States Department of Agriculture

Natural Resources
Conservation Service

North Carolina
State Office

4407 Bland Road
Suite 117
Raleigh, NC 27609
Voice 919-873-2100
Fax 844-325-6833

Name Mr. Andrew Brannon
Title District Chair
Organization Henderson County Soil and Water Conservation District
Street Address 61 Triple Springs Road
City, State, Zip Hendersonville NC 28792

Dear Mr. Brannon :

The Natural Resources Conservation Service (NRCS) and North Carolina (NC) Soil and Water Conservation Districts (Districts) share a rich history of working together to deliver comprehensive technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance natural resources. NC Districts serve as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. We operate by a Memorandum of Agreement (MOA) which serves as a written understanding of an agreement between all parties.

The majority of MOAs in NC expired in 2017. NRCS started the MOA renewal process in early 2018 by disseminating a new MOA template to the Districts through NRCS local staff. Since then some circumstance have changed which brings us to our current status. NRCS received concerns from some Districts that the previous 2018 template did not provide enough flexibility to fit the varied operating relationships that exist among partners across the nation. As a result, NRCS has produced a 2020 edition of the MOA template to be more inclusive of the partnerships. The 2020 MOA template is attached.

In NC, prior to NRCS announcing it was working on a revised template, many Districts had already submitted their MOA based on the 2018 template for approval by the Division and NRCS. The North Carolina conservation partnership intends to allow Districts to use either the 2018 or 2020 MOA template.

If your District has already submitted the signed 2018 MOA to NRCS, we ask that you use the enclosed MOA Template Election Form (Attachment A) to confirm how your District intends to proceed with the following options:

1. Execute and move forward with the previously signed (2018) version of the MOA, without executing the newly approved version for 2020.
2. Obtain necessary signatures and submit the 2020 version of the MOA

Please sign and date the completed form and return it to your local supervisory soil conservationist (SSC). If you choose Option 1, NRCS will sign the existing agreement and forward a copy for your records.

Otherwise, Districts should proceed with obtaining the necessary signatures on their preferred MOA (either the 2018 or 2020 version) and submit the completed MOA for Division and NRCS signature.

The Natural Resources Conservation Service
is an agency of the Department of Agriculture's
Farm Production and Conservation (FPAC)

An Equal Opportunity Provider, Employer, and Lender

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We understand that this has been a cumbersome process, but our intent is for Districts to be able to execute an agreement that best meets their needs and intent. Obviously, we would like to get these MOAs in place as soon as possible. As a target, we would request an execution of either choice of MOAs be completed by September 30, 2020. If this deadline is not feasible, please notify your NRCS SSC. Please feel free at any time to reach out to NRCS if there are any questions.

Timothy A Beard

Timothy A. Beard
State Conservationist

Bryan S. Evans

Bryan S. Evans
Executive Director
NC Association Soil & Water Conservation District

Vernon Cox

Vernon Cox
Director, Division of Soil & Water Conservation
NC Department of Agriculture and Consumer Services

Attachments:

Attachment A: MOA Template Election Form
Attachment B: MOA Approved 2020

MEMORANDUM OF UNDERSTANDING

**Between the
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
And the
NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES – DIVISION OF SOIL AND WATER
CONSERVATION
And the
HENDERSON SOIL AND WATER CONSERVATION DISTRICT
And
HENDERSON COUNTY, NORTH CAROLINA**

**For their Cooperation In the
Conservation of Natural Resources**

BACKGROUND STATEMENT AND PURPOSE

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the North Carolina Department of Agriculture and Consumer Services – Division of Soil and Water Conservation (DSWC) an agency of the State of North Carolina, the Henderson Soil and Water Conservation District (SWCD), and Henderson County collectively referred to as the parties, to clearly define the roles and responsibilities of the parties.

The purpose of this agreement is to supplement the Cooperative Working Agreement between the USDA – Natural Resources Conservation Service, North Carolina Department of Agriculture and Consumer Services, North Carolina Soil and Water Conservation Commission, and Henderson Soil and Water Conservation District. This operational agreement documents those areas of common interest of the federal, state, and local partnership in natural resources conservation.

The parties mutually agree to provide leadership in natural resources conservation. The parties pledge to work together by advancing and practicing teamwork, including input in the decision-making process; communicating, coordinating, and cooperating; promoting mutual respect, and sharing leadership, ownership, credit, and responsibility.

AUTHORITIES, STATUTES, LAWS

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources 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.

DSWC is authorized to enter into this agreement by the North Carolina General Statutes §139-4 and §143B-294 - §143B-297.

The District authority is defined in Soil Conservation Districts Law, General Statutes of North Carolina §139-1 - §139-47.

The County is authorized to enter into this agreement by North Carolina General Statute §153A-11 and §160A-461 - §160A-464.

ROLES AND RESPONSIBILITIES:

CONSERVATION PROGRAM IMPLEMENTATION

The parties 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 parties 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.

Inventories and Data Sharing: The parties agree to identify, define, and coordinate the collection and use of natural resource and other data needed to support the delivery of federal, state, and local conservation program benefits. The parties will cooperate in maintaining data to assure that it supports the mutual needs of the parties for conservation planning, implementation and evaluation. The parties further agree that gathered data will be mutually shared and used in support of conservation delivery framework as needed to facilitate implementation of the programs shown in *Attachment A*. The use and disclosure of information will be consistent with the guidelines provided in the Records, Facilities, and Equipment section of this agreement. Both NRCS and SWCD employees in the office will maintain adequate knowledge of available conservation programs to provide basic customer service including, but not limited to:

1. Interviewing the customer to determine goals and objectives
2. Gathering on farm data to support development of a conservation plan
3. Develop a conservation plan following the NRCS 9-steps of conservation planning process.
4. Districts that are co-located with NRCS shall utilize the latest USDA-NRCS tools for completing conservation planning processes and reporting (i.e., CDSI)
5. Providing basic information about program requirements and signup periods
6. Helping a customer complete a program application

Setting Conservation Program Priorities: The parties agree to implement the conservation program based on mutually developed priorities while recognizing individual responsibilities for federal, state, or local mandates. The parties further to agree to annually re-evaluate established priorities and adjust as warranted. SWCD Board has the responsibility to organize local working groups (LWG) to assess resource conditions and establish local priorities. As well, LWG will develop a single SWCD/NRCS partnership plan of work each fiscal year (July 01 – June 30). Each party will prioritize workload as follows, NRCS employees will first address workload associated with federal conservation programs, NRCS priorities, and required NRCS administrative procedures. As time is available, NRCS employees will assist with the North

Carolina State and local programs listed in Attachment A and other District priorities. Likewise, State and District staff will first address workload associated with the State and local programs listed in Attachment A, District priorities, and required District administrative procedures. As time is available, District staff will assist with federal conservation programs and other NRCS priorities.

Local Working Groups: Local working groups (LWGs) are subcommittees of the State Technical Committee and provide recommendations to USDA on local and state natural resource priorities and criteria for conservation activities and programs.

LWGs are responsible for:

- (1) Ensure that a conservation needs assessment is developed using community stakeholder input.
- (2) Utilize the conservation needs assessment to help identify program funding needs and conservation practices.
- (3) Identify priority resource concerns and identify, as appropriate, high-priority areas needing assistance.
- (4) Recommend USDA conservation program application and funding criteria, eligible practices (including limits on practice payments or units), and payment rates.
- (5) Participate in multicounty coordination where program funding and priority area proposals cross county boundaries.
- (6) Assist NRCS and the NRCS conservationist with public outreach and information efforts and identify educational and producers' training needs.
- (7) Recommend State and national program policy to the State Technical Committee based on resource data.
- (8) Utilize the conservation needs assessment to identify priority resource concerns that can be addressed by USDA programs.
- (9) Forward recommendations to the NRCS designated conservationist or Farm Service Agency (FSA) County Executive Director, as appropriate.
- (10) Adhere to standard operating procedures identified in Title 440, Conservation Programs Manual (CPM), Part 501, Subpart B, Section 501.14.

LWG membership should be diverse and focus on agricultural interests and natural resource issues existing in the local community. Membership should include agricultural producers representing the variety of crops, livestock, and poultry raised within the local area; owners of nonindustrial private forest land, as appropriate; representatives of agricultural and environmental organizations; and representatives of governmental agencies carrying out agricultural and natural resource conservation programs and activities. Membership of the local working group may include but is not limited to Federal, State, county, Tribal, or local government representatives.

For the LWGs, Conservation Districts shall:

- (i) Develop the conservation needs assessment as outlined in 440-CPM, Part 500, Subpart A.
- (ii) Assemble the local working group.
- (iii) Set the agenda.
- (iv) Conduct the local working group meetings.
- (v) Transmit the local working group's priority area and funding requests to the NRCS designated conservationist or the State Technical Committee, as appropriate.

It is the NRCS designated conservationist's responsibility to participate in the local working group and to—

- (i) Encourage and assist other USDA agencies to participate in the locally led conservation and working group efforts, as feasible.
- (ii) Assist with identifying members for the local working group.
- (iii) Help identify program priorities and resources available.
- (iv) Assist in the development of program priority area proposals.
- (v) Comply with the National Environmental Policy Act, nondiscrimination statement, and other environmental, civil rights, and cultural resource requirements.
- (vi) Support and advise the local working group concerning technical issues, program policies and procedures, and other matters relating to conservation program delivery.
- (vii) Ensure that populations are—
 - Provided the opportunity to comment before decisions are rendered.
 - Allowed to share the benefits of, not excluded from, and not affected in a disproportionately high and adverse manner by Government programs and activities affecting human health or the environment.
- (viii) Analyze performance indicators and reports.
- (ix) Report the conservation programs' impacts on resources.
- (x) Perform the responsibilities of the conservation district where a conservation district is not present or chooses not to fulfill the responsibilities outlined in 440-CPM, Part 501, Subpart A, Section 501.6A.
- (xi) Give strong consideration to the local working group's recommendations on NRCS programs, initiatives, and activities.
- (xii) Ensure that recommendations, when adopted, address natural resource concerns.

Programs to be implemented: The parties agree to use federal, state, and local programs in a complimentary fashion to address local priorities and concerns. *Attachment A* includes an example of programs that will be utilized to address priorities and concerns. Employees from agencies will work across program lines to assure efficient and effective customer service.

Marketing: The parties agree to conduct a common effort to inform public of program opportunities and benefits. This information will be disseminated to the appropriate media, to promote district activities and programs. See *Attachment A* for a marketing profile and a summary of media outlets.

TECHNICAL ADEQUACY

The parties agree to utilize the NRCS Field Office Technical Guide or Soil and Water Conservation Commission adopted standards as the minimum technical standards for conservation program implementation in areas of mutual concern. The parties may utilize more stringent standards when necessary to comply with locally enacted laws or ordinances. The NRCS will be the lead agency in the development, and maintenance of the Field Office Technical Guide. As well, the NRCS will be the lead agency for all processes associated with Job Approval Authority (JAA) for NRCS conservation practice standards and Conservation Planner Designation (CPD). When program contracts are developed, the District and NRCS employees in the office will provide conservation planning assistance that meets the 9-steps of conservation planning process and applicable policies as described in the 180-GM-Part 409, its supplements and the National Planning Procedures Handbook. At a minimum, the conservation plan will address resource concerns within the client area of interest and objectives. The NRCS recognizes

JAA and the conservation planning process are a dependent, integral part of the conservation delivery in North Carolina. Both parties agree that no practices will be planned, designed or "checked out" based only on JAA parameters. The installation of the practices must be supported by a conservation plan signed by at a minimum a certified conservation planner.

The parties agree that their respective employees will provide technical assistance based on assigned conservation practice JAA which is based on acquired experience, knowledge, skills, and demonstrated ability and within applicable laws, regulations, and guidelines. Conservation practice JAA will be determined and documented according to NRCS National Engineering Manual, Part 501, NRCS Ecological Sciences JAA (190-GM, Part 417) and in accordance with the NC NRCS policy and procedures regarding JAA as described in the NC JAA Handbook (180-GM Part 681). JAA for DSWC conservation practices will be supervised, determined and documented by the N.C. Soil and Water Conservation Commission pursuant to NCAC 15A 06F.0105(c)(3). Each technical employee in the office will acquire the necessary skills to qualify for JAA for the routinely used engineering and non-engineering conservation practices prevalent in the county. Both District and NRCS employees will attend available training sessions to maintain their knowledge, skills, and abilities related to conservation planning and practice Inventory & Evaluation, design, layout, checkout, and certification.

PERSONNEL AND FISCAL MANAGEMENT

The parties recognize that natural resources conservation programs are delivered through an intergovernmental system, in which federal, state, and local governments work together.

The parties will provide their own staffing and fiscal resources commensurate with workload, priorities, allocated funding, and expertise necessary to deliver a balanced and diversified conservation delivery framework. There are certain authorities delegated to specific staff as follows:

Department Head

The parties jointly agree that Jonathan Wallin, District Director, Henderson Soil and Water Conservation District, will serve as the Department Head. The Department Head will represent the District and its employees at county meetings, conferences, and appropriate functions.

Personnel Management

The management of personnel will be as follows:

- a) Hiring and dismissal of district employees will be in accordance with county personnel policies or district policy.
- b) The management of NRCS personnel is the responsibility of NRCS.
- c) Hiring, supervision, development, evaluation, and dismissal of county employees will be done in accordance with applicable law and county personnel policies.
- d) The management of county employees is the responsibility of the Henderson Soil and Water Conservation District Board of Supervisors. In the interest of facilitating these responsibilities, the Supervisory Soil Conservationist (SSC) is delegated the authority for:

- 1) Technical supervision
 - a. As a condition of assigning CPD or JAA for ecological sciences and engineering practices to District employees, NRCS must periodically review the technical work of these employees to assure adherence to planning and design standards and policy. The SSC is assigned the role of Technical Supervisor. NRCS Area Office personnel will also periodically review the technical work of both NRCS and District employees in the office.
- 2) Delivery of employee technical training and development.
- e) The Department Head will make recommendations to the Henderson Soil and Water Conservation District Board of Supervisors regarding the following in accordance with county government policy:
 - 1) Recruitment and hiring of district employees.
 - 2) Employee performance evaluation, including awards, disciplinary actions, and separation.
 - 3) Leave coordination and approval.
 - 4) Certification of Time and Attendance Reports.
 - 5) Determination and approval of training requiring expenditure of district funds.
 - 6) For counties with technicians cost shared through the state's cost share programs, responsibility for documenting 2080 hours for each funded position spent per year on non-point source pollution control issues by office staff.

In the event that a county employee feels aggrieved, their recourse is according to county government personnel policy.

Fiscal Management

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

Each party is responsible for its own fiscal resources to include equipment, supplies, and accounts.

The Department Head and District Administrative Assistant will actively assist the district with the following:

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

Agreement Number: _____

TECHNICAL AND ADMINISTRATIVE CONTACTS

NRCS	Technical
Name:	Mark A. Ferguson
Title:	Assistant State Conservationist-Field Operations
Address:	589 Raccoon Rd., Suite 246, Waynesville, NC 28786
Phone No.	828-558-3240
Fax No.	844-325-6819
E-Mail:	mark.ferguson@nc.usda.gov

NRCS	Administrative
Name:	Jeremy Wood
Title:	Management Analyst
Address:	4407 Bland Rd., Suite 117, Raleigh, NC 27609
Phone No.	919-873-2193
Fax No.	844-325-6833
E-Mail:	jeremy.wood@nc.usda.gov

SWCD	Technical
Name:	Jonathan Wallin
Title:	District Director/Conservationist
Address:	61 Triple Springs Road, Hendersonville, NC 28792
Phone No.	(828) 697-4949
Fax No.	(828) 693-5832
E-Mail:	Jonathan.wallin@nc.nacdnet.net

SWCD	Technical
Name:	April Hoyt
Title:	Education Coordinator/Conservationist
Address:	61 Triple Springs Road, Hendersonville, NC 28792
Phone No.	(828) 697-4949
Fax No.	(828) 693-5832
E-Mail:	April.hoyt@nc.usda.gov

SWCD	Technical
Name:	Betsy Gerwig
Title:	Conservation Engineer
Address:	61 Triple Springs Road, Hendersonville, NC 28792
Phone No.	(828) 697-4949
Fax No.	(828) 693-5832
E-Mail:	Betsy.gerwig@nc.usda.gov

SWCD	Administrative
Name:	Caroline Wicker
Title:	Administrative Assistant
Address:	61 Triple Springs Road, Hendersonville, NC 28792
Phone No.	(828) 697-4949
Fax No.	(828) 693-5832
E-Mail:	cwicker@hendersoncountync.org

RECORDS

The parties will agree on the maintenance, update, and disposition of relevant records. 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 North Carolina 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). District personnel with access to federal records, either electronic or hard copies, will complete the required annual security training, conducted through NRCS.

All parties agree to protect personally identifiable and/or confidential information from 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.

FEE FOR SERVICES

From time to time, the Henderson Soil and Water Conservation District may:

- Sell material (i.e. native species plants)
- Solicit sponsorship for special events, or community/educational workshops
- Perform general fundraising

ACCOUNTABILITY

The parties agree to cooperatively develop and utilize natural resource databases to measure effectiveness in program delivery and customer satisfaction. The District will provide a copy of its Annual Report by September 1 and Plan of Operations by July 31 to other signatories of this agreement. The District will also provide a copy of their Long Range Plan which, at no time, will be in excess of five years old.

SCOPE OF AGREEMENT

This agreement covers the basic operating understanding between all parties. Authority to carry out specific projects or activities, transfer of funds, or acquisition of services or property, will be established under separate agreement. The parties agree that contracts, memorandums of understanding, and/or additional agreements may be entered into, as needed, to facilitate the implementation of natural resources conservation programs within the conservation districts.

TORT LIABILITY

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state laws and local ordinances.

CIVIL RIGHTS

The parties recognize the benefit and importance of delivering conservation programs equitably to all customers, having a diverse staff to assist this customer base, and having diversity within the district board. The parties agree to work cooperatively to achieve diversity in all aspects of the conservation program through effective outreach and marketing.

The parties 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 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 parties.

UNITED STATES DEPARTMENT OF
AGRICULTURE
NATURAL RESOURCES
CONSERVATION SERVICE

NCDA&CS – DIVISION OF SOIL AND
WATER CONSERVATION

By: _____
State Conservationist

By: _____
Director

Date: _____

Date: _____

HENDERSON SOIL AND WATER
CONSERVATION DISTRICT

HENDERSON COUNTY

By: Andrew Brannon
Chairperson

By: [Signature]
County Manager

Date: November 13, 2018

Date: 11-28-18

Attachment A

The following is a detailed list of Resource Inventories, Programs, and Marketing Media used to address local conservation priorities and concerns. The parties agree to utilize these in a complimentary manner, thus maximizing the delivery of conservation benefits to the customers and clients. This list is subject to informal changes or updates.

RESOURCE INVENTORY & DATA SHARING

Natural Resource Inventory (FSA, NCACSP, 0.200)
River Basin Study Reports
Natural Heritage Inventory of Henderson County
Henderson County GIS
Henderson SWCD Long Range Plan
Soil Survey of Henderson County
County Inventory and Flood Insurance Rate
Historical Aerial Photos

NC Agriculture Cost Share Program (NCACSP)
Environmental Quality Incentives Program (EQIP)
Forest Land Enhancement Program (FLEP)
Wildlife Habitat Incentives Program (WHIP)
NRCS Toolkit
Maps (USGS Topographical, National Wetland Maps)
Grassland Reserve Program (GRP)

PROGRAMS

Federally Initiated Programs

Conservation Technical Assistance (CTA)
National Cooperative Soil Survey (NCSS)
Small Watershed Program (PL-566)
River basin Surveys & Investigations (RB-09)
Resource Conservation & Development (RC&D)
Emergency Watershed Program (EWP)
Environmental Quality Incentives Program (EQIP)
Agricultural Conservation Easement Program
Conservation Stewardship Program (CSP)
Agricultural Conservation Easement Program (ACEP)
Other Farm Bill authorized conservation programs

Forest Land Enhancement Program (FLEP)
Wetland Reserve Program (WRP)
Wildlife Habitat Incentives Program (WHIP)
Conservation Reserve Program (CRP/CREP)
Emergency Conservation Program (ECP)
NC Partners for Wildlife
Farmland Protection
319 Funds
Grassland Reserve Program (GRP)

North Carolina Initiated State Programs

NC Agriculture Cost Share Program (NCACSP) - DSWC
Erosion and Sedimentation Control – Urban Areas
Site Plan Reviews – Non-Ag. Developments
Confined Animal Permits – NCDEQ
Farmland Protection
NC – Wetland Restoration Program (NC-WRP)
NC Agriculture Water Resource Assistance Program (AgWRAP) – DSWC

Comm. Conservation Assistance Program (CCAP)
Clean Water Management Trust Fund (CWMTF)
Wildlife Biology Technical Assistance – NCWRC
Wildlife Restoration Committee
State non-discharge rules (0.100, 0.2H200 & 0.2T)
Forest Development Plan – (FDP) – NCFS
North Carolina Environmental Education Plan
North Carolina Big Sweep

Locally Initiated Programs

Farmland Preservation
Site Plan Reviews – Non-Ag. Developments
Awards and Recognition Program

Open Spaces Institute Advisory Board
Erosion & Sedimentation Control – Urban Areas
Environmental Education

MARKETING MEDIA

- Newsletters (SWCD, FSA, CES, County Web.)
- Private & Public Schools
- Regional Chamber of Commerce
- Community College

Agreement Number: _____

- Church Newsletters
- Local Broadcasting (TV, Radio, Cable)
- 4-H Groups
- Social Media (Facebook)

Templates for State-Level MOA

MEMORANDUM OF AGREEMENT BETWEEN THE
United States Department of Agriculture, Natural Resources Conservation Service
AND THE
North Carolina Department of Agriculture and Consumer Services – Division of Soil and Water
Conservation
AND THE
[INSERT NAME] Soil and Water Conservation District
AND [INSERT NAME] County, North Carolina

Note: Other stakeholders and signatories may be added, as appropriate].

I. PURPOSE

This Memorandum of Agreement (MOA) is entered into between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (hereafter referred to as NRCS), the North Carolina Department of Agriculture and Consumer Services – Division of Soil and Water Conservation (hereafter referred to as the Division), the [INSERT NAME] Conservation District (hereafter referred to as the District), and the County of [INSERT NAME], North Carolina (hereafter referred to as the County) [Note: Include additional stakeholders, as appropriate]

The NRCS and [INSERT NAME] Conservation District (referred to jointly as the Parties) have common objectives of delivering technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands. The Parties recognize the importance of natural resources, the wise use and management of these natural resources, and, as appropriate, the protection and/or development of these natural resources. This agreement is made and entered into with the objectives of:

- Continuing to support the delivery of excellent and innovative customer service;
- Strengthening and modernizing conservation delivery to optimize efficiency and effectiveness;
- Broadening our outreach to existing and new customers and partners;
- Supporting science-based decision making as close to the resource issue/opportunity as possible;
- Encouraging a voluntary approach as the primary means of accomplishing conservation goals; and
- Using sound approaches to strengthen each Party and its role in the delivery of soil, water, and related natural resource conservation across the nation.

II. AUTHORITIES, STATUTES, LAWS

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources 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.

The Division is authorized to enter into this agreement by the North Carolina General Statutes §139-4 and §106-840 - §106-844.

The District authority is defined in Soil Conservation Districts Law, General Statutes of North Carolina §139-1 - §139-47.

The County is authorized to enter into this agreement by North Carolina General Statute §153A-11 and §160A-461 - §160A-464

III. BACKGROUND

The NRCS and [INSERT NAME] Conservation District share a rich history of collaborating to deliver comprehensive technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance natural resources.

The Soil Conservation Service was established in 1935 (renamed NRCS in 1994 to reflect its broader conservation mission). NRCS is committed to "helping people help the land." It provides assistance and resources for conservation practices that improve water and air quality, prevent erosion, restore wetlands, and enhance wildlife. NRCS's approach to mission delivery and customer service is deeply rooted in the notion that locally-led, voluntary efforts yield the most effective and productive outcomes. Locally-led conservation is the principle that farmers, ranchers, and forest stewards know their lands better than anyone else based on their personal knowledge and experience with those lands. As such, they are best positioned to make optimal decisions for the benefit of their operations, its natural resource conditions, and their communities.

The first Conservation District, Brown Creek Soil and Water Conservation District in Anson County, North Carolina, was established in 1937 to provide local leadership in natural resources management. Conservation Districts serve as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. They are responsible for promoting and carrying out their conservation programs by assisting communities and its members develop, apply, and maintain appropriate conservation practices and resource management systems. They are authorized to provide broad area planning and implementation assistance to units of government. They are a focal point for coordinating and delivering technical assistance and funding to their respective communities.

IV. STATEMENT OF MUTUAL BENEFIT

In conjunction with the NRCS, the [INSERT NAME] Conservation District coordinates and implements locally led conservation plans because of their connections to Federal, State, Tribal, and local governments; private resources; and the public. The Parties agree to facilitate cooperation, collaboration, and agreement between agencies, landowners, and others stakeholders; develop comprehensive conservation plans; and bring those plans to the attention of landowners and others within the district.

In addition, the Parties recognize the importance of working together to broaden strategic assessment and planning authority under the Soil and Water Resources Conservation Act of 1977 for the conservation, protection, and enhancement of soil, water, and related natural resources. The Parties further recognize that natural resources are finite and under increasing pressure from a variety of impacts. Soil, water, air, plants, animals, and energy are all addressed under the programs, initiatives, and partnership efforts of the Parties.

In order to deliver the necessary technical and financial assistance to enable locally-led, voluntary conservation, the Parties agree to adhere to the principles, roles, and responsibilities outlined in this Section of the MOA. This MOA does not affect or modify existing regulations or agency responsibilities and authorities. Moreover, this MOA does not commit either part to activities beyond the scope of their respective mission and statutory authorities.

A. Locally-Led, Voluntary Conservation

The Parties agree that locally-led, voluntary conservation must be driven by natural resource conservation needs, rather than by programs. Its primary focus is to identify natural resource concerns, along with related economic and social concerns. Locally-led conservation consists of a series of activities and phases that involve community stakeholders in natural resource planning, implementation of solutions, and evaluation of results:

The District will:

- Assist NRCS and the North Carolina Soil and Water Conservation Commission (SWCC) in promoting federal, state, and local conservation programs by participating in outreach and community education activities.
- Advocate for a strong natural resource conservation program by keeping appropriate boards, landowners, legislators, county commissioners, and other key stakeholders apprised of conservation activities within the district.
- Assemble and chair the local working group, as chartered under the State Technical Committee and authorized by 7 CFR 610, Part C, to encourage stakeholder participation to assist the District to assess and prioritize conservation needs.
 - Encourage diverse participation in local working groups through community outreach and education, to include stakeholders from historically underserved communities.
 - Open and advertise local working group meetings to the public.
 - Develop the agenda and associated materials/information for local working groups.
 - Develop and file local working group meeting records within 30 calendar days of the meetings at the local NRCS office.
 - Adhere to local working group responsibilities and standard operating procedures, as documented in NRCS and SWCC policy (Title 440, Conservation Programs Manual).
- Develop the conservation needs assessment through broad-based community participation and in accordance with NRCS and SWCC policy and procedures. This will provide a comprehensive evaluation of the district's natural resource base and be the basis for making decisions about local priorities or policies in all local conservation programs.
- Recommend local natural resource priorities and criteria for NRCS and SWCC conservation activities and programs based on the conservation needs assessment and public input.
- Develop a District Long-Range Plan every three (3) years and an Annual Plan of Work each year. These documents must incorporate local and community inputs.
- Identify NRCS, SWCC, and other program resources, develop and implement conservation plans and natural resource systems, and evaluate/measure the technical and community impacts of solutions.
- Review and sign to acknowledge all conservation plans within the District.
- Update NRCS on activities of local and state advisory committees and community groups attended by District board members and staff.
- Cooperate and collaborate across Districts, as appropriate.

NRCS will:

- Support outreach activities and ensure the District is kept informed of NRCS activities and programs on at least a monthly basis. This includes bringing technical and financial assistance opportunities (including matching fund strategies) to the attention of the District.
- Work cooperatively to solicit and leverage community recommendations to inform priorities that guide the delivery of NRCS conservation programs.
 - Designate a representative to participate in District meetings and events, including local working group meetings.
 - Develop and transmit written notifications to the local working group members as to the decisions made in response to their recommendations within 90 days.
- Respond to requests from the District for technical guidance and assistance.
- Partner with local and Tribal agricultural, conservation, agency, and community groups where possible, to further District natural resource conservation goals and objectives.

- Provide an annual summary of NRCS accomplishments to the District.
- Present all conservation plans within the District to the District Board of Supervisors for signed acknowledgement.

B. Adherence to Technical Standards

The Parties agree to the use of science-based decision-making to address local natural resource issues. Implementation of sound conservation plans and practices will strengthen each party, as well as their roles in the delivery of soil and water conservation.

The District will:

- Adhere to Federal, State, Local, and Tribal laws and regulations.
- Adopt NRCS and SWCC policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and other science-based technical standards.
- Leverage and promote use of USDA and SWCC technologies and applications, as appropriate.
- Encourage and support acquisition of conservation practice job approval authority for its personnel based on employee knowledge, skill and ability level, and within applicable laws and guidelines.
- Participate in local, state, and national opportunities for policy, program, and project development.
- Develop a plan for training its employees and encourage them to attend available training sessions to maintain their knowledge, skills, and abilities related to conservation planning and practice Inventory & Evaluation, design, layout, checkout, and certification.

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- Seek input and comment from communities on natural resource conservation policies and issues.
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- Provide USDA/NRCS engineering job approval, as based on job class and in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.
- Create and promote opportunities for the District board members and staff to participate in policy, program, and project development.
- Provide technical or other training for conservation partnership employees in conjunction with its own training, or as separate events. Training must be consistent with and support of mission objectives of NRCS and the District. As such, the principle emphasis will be on the delivery of field-based conservation technical assistance.

C. Data and Information Sharing

Any information furnished to NRCS under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552). Cooperators providing technical or financial assistance under USDA programs may have access to information that must not be subsequently disclosed and may only be used for the purpose of providing that assistance.

See Appendix A, "ACKNOWLEDGMENT OF REQUIREMENTS FOR PROTECTION OF PRIVACY OF PERSONAL AND GEOSPATIAL INFORMATION RELATING TO NATURAL RESOURCES CONSERVATION SERVICE PROGRAMS." The signatory agrees to abide by these requirements as a condition of receiving access to such information.

V. PERSONNEL AND FISCAL MANAGEMENT

The parties recognize that natural resources conservation programs are delivered through an intergovernmental system, in which federal, state, and local governments work together.

The parties will work together to provide staffing and fiscal resources commensurate with workload, priorities, allocated funding, and expertise necessary to deliver a balanced and diversified conservation delivery framework. Staffing will be a mix of employees provided by federal, state, county, and district resources. There are certain authorities delegated to specific staff as follows:

The Department Head Will:

The parties jointly agree that the [Click here to enter text..(Suggest Position Only, Not Persons Name) Position Title.] will serve as the [Click here to enter text.] Soil and Water Conservation District Department Head. The Department Head will represent the District and its employees at county meetings, conferences, and appropriate functions.

Personnel Management

The management of personnel will be as follows:

- a) Hiring and dismissal of district employees will be in accordance with county personnel policies or district policy when employees are not employed by the county.
- b) The management of NRCS personnel is the responsibility of NRCS.
- c) Hiring, supervision, development, evaluation, and dismissal of county employees will be done in accordance with applicable law and county personnel policies.
- d) The management of county employees is the responsibility of the [Click here to enter text.] District Board of Supervisors. In the interest of facilitating these responsibilities, the Supervisory Soil Conservationist (SSC) is delegated the authority for:
 - 1) Technical supervision
 - a. The Supervisory Soil Conservationist is assigned the role of Technical Supervisor for USDA Certified Planner Designation (CPD) and Job Approval Authority (JAA). As a condition of assigning USDA/NRCS CPD and JAA or for ecological sciences and engineering practices to District employees, NRCS must periodically review the technical work of these employees to assure adherence to planning and design standards and policy. NRCS Area Office personnel will also periodically review the technical work of both NRCS and District employees in the office with USDA/NRCS JAA.
 - 2) Assist in delivery of employee technical training and development.
- e) The Department Head will make recommendations to the [Click here to enter text.] District Board of Supervisors regarding the following in accordance with county government policy:
 - 1) Recruitment and hiring of district employees.
 - 2) Employee performance evaluation, including awards, disciplinary actions, and separation.

- 3) Leave coordination and approval.
- 4) Certification of Time and Attendance Reports.
- 5) Determination and approval of training requiring expenditure of district funds.
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In the event that a county employee feels aggrieved, their recourse is according to county government personnel policy. The parties agree to work cooperatively to resolve employee grievances.

Fiscal Management

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

Each party is responsible for its own fiscal resources to include equipment, supplies, and accounts.

The Department Head and District Administrative Assistant will actively assist the district with the following:

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

VI. GENERAL PROVISIONS

A. Period of Performance

This MOA takes effect upon the signature of the Parties and shall remain in effect until mutually modified or terminated.

B. Amendments

This MOA may be extended or amended upon written request of either Party and the subsequent written concurrence of the other. Either of the parties may terminate this MOA with a 60-day written notice to the other.

This state-level MOA may be supplemented by a local-level MOA, if desired and mutually agreed to by the parties. The local-level MOA reflects locally developed detailed working arrangements, to include NRCS's and Conservation District's Annual Workplan and/or Plan of Operations. These may include, but are not limited to, documenting specific objectives or goals, action items, provision for documentation of accomplishments, schedule of planned events, and assignment of responsibilities.

C. Transfer of Funding or Non-Monetary Resources

This MOA is established to document the collaborative relationship between the Parties. Nothing in this MOA shall require either Party to obligate or transfer funding, or anything of value. This may include, but is not limited to:

- Office spaces and equipment supplies
- Vehicles and associated expenses (e.g., fuel, maintenance)
- Computers, software, and technical equipment

The transfer of funding or other resources of value among the Parties offices requires execution of a separate agreement. The appropriate instruments include:

- Cooperative Agreement (2 CFR 200.24), which allows federal agencies to transfer a thing of value to the State, local or Tribal government, or other recipient to carry out a public purpose of support or stimulation authorized by law of the United States.
- Contribution Agreement (7 CFR 6962a), which is a unique statutory authority allowing NRCS to enter into an agreement with a non-federal entity that shares a mutual purpose in carrying out NRCS programs. All parties must contribute resources to the accomplishment of these objectives.
- Reimbursable Agreement (31 USC 686; PL 90-577), which allows federal agencies to provide specialized or technical services to State and local governments.

D. Other

- 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 agencies, officers, or any person or organization that is party to this agreement.

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. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR Part 15, subpart A), which provide that no person in the United State shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving federal financial assistance from the Department of Agriculture or any Agency thereof.

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).

VII. SIGNATURES

USDA Natural Resources Conservation Service

[INSERT NAME] Soil and Water Conservation District

[Insert Name, Title]

[Insert Name, Title]

[Insert Date]

[Insert Date]

NCDA&CS - NC Division of Soil and Water Conservation

[INSERT NAME] County, NC

[Insert Name, Title]

[Insert Name, Title]

[Insert Date]

[Insert Date]

MEMORANDUM OF AGREEMENT BETWEEN THE
United States Department of Agriculture, Natural Resources Conservation Service
AND THE
North Carolina Department of Agriculture and Consumer Services – Division of Soil and Water
Conservation
AND THE
Henderson County Soil and Water Conservation District
AND Henderson County, North Carolina

Note: Other stakeholders and signatories may be added, as appropriate].

I. PURPOSE

This Memorandum of Agreement (MOA) is entered into between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (hereafter referred to as NRCS), the North Carolina Department of Agriculture and Consumer Services – Division of Soil and Water Conservation (hereafter referred to as the Division), the Henderson County Soil and Water Conservation District (hereafter referred to as the District), and the County of Henderson County, North Carolina (hereafter referred to as the County) [Note: Include additional stakeholders, as appropriate]

The NRCS and Henderson County Soil and Water Conservation District (referred to jointly as the Parties) have common objectives of delivering technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands. The Parties recognize the importance of natural resources, the wise use and management of these natural resources, and, as appropriate, the protection and/or development of these natural resources. This agreement is made and entered into with the objectives of:

- Continuing to support the delivery of excellent and innovative customer service;
- Strengthening and modernizing conservation delivery to optimize efficiency and effectiveness;
- Broadening our outreach to existing and new customers and partners;
- Supporting science-based decision making as close to the resource issue/opportunity as possible;
- Encouraging a voluntary approach as the primary means of accomplishing conservation goals; and
- Using sound approaches to strengthen each Party and its role in the delivery of soil, water, and related natural resource conservation across the nation.

II. AUTHORITIES, STATUTES, LAWS

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources 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.

The Division is authorized to enter into this agreement by the North Carolina General Statutes §139-4 and §106-840 - §106-844.

The District authority is defined in Soil Conservation Districts Law, General Statutes of North Carolina §139-1 - §139-47.

The County is authorized to enter into this agreement by North Carolina General Statute §153A-11 and §160A-461 - §160A-464

III. BACKGROUND

The NRCS and Henderson County Soil and Water Conservation District share a rich history of collaborating to deliver comprehensive technical and financial assistance to farmers, ranchers, forest stewards, and other entities to voluntarily protect, restore, and enhance natural resources.

The Soil Conservation Service was established in 1935 (renamed NRCS in 1994 to reflect its broader conservation mission). NRCS is committed to “helping people help the land.” It provides assistance and resources for conservation practices that improve water and air quality, prevent erosion, restore wetlands, and enhance wildlife. NRCS’s approach to mission delivery and customer service is deeply rooted in the notion that locally-led, voluntary efforts yield the most effective and productive outcomes. Locally-led conservation is the principle that farmers, ranchers, and forest stewards know their lands better than anyone else based on their personal knowledge and experience with those lands. As such, they are best positioned to make optimal decisions for the benefit of their operations, its natural resource conditions, and their communities.

The first Conservation District, Brown Creek Soil and Water Conservation District in Anson County, North Carolina, was established in 1937 to provide local leadership in natural resources management. Conservation Districts serve as the link between federal and state agency resources with the local farmers, ranchers, and forest stewards. They are responsible for promoting and carrying out their conservation programs by assisting communities and its members develop, apply, and maintain appropriate conservation practices and resource management systems. They are authorized to provide broad area planning and implementation assistance to units of government. They are a focal point for coordinating and delivering technical assistance and funding to their respective communities.

IV. STATEMENT OF MUTUAL BENEFIT

In conjunction with the NRCS, the Henderson County Soil and Water Conservation District coordinates and implements locally led conservation plans because of their connections to Federal, State, Tribal, and local governments; private resources; and the public. The Parties agree to facilitate cooperation, collaboration, and agreement between agencies, landowners, and others stakeholders; develop comprehensive conservation plans; and bring those plans to the attention of landowners and others within the district.

In addition, the Parties recognize the importance of working together to broaden strategic assessment and planning authority under the Soil and Water Resources Conservation Act of 1977 for the conservation, protection, and enhancement of soil, water, and related natural resources. The Parties further recognize that natural resources are finite and under increasing pressure from a variety of impacts. Soil, water, air, plants, animals, and energy are all addressed under the programs, initiatives, and partnership efforts of the Parties.

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VII. SIGNATURES

USDA Natural Resources Conservation Service

Henderson County Soil and Water Conservation District

State Conservationist

Andrew C. Brannon

Chairperson

[Insert Date]

September 14, 2020

[Insert Date]

NCDA&CS - NC Division of Soil and Water Conservation

Henderson County, NC

Director

[County Manager]

[Insert Date]

[Insert Date]