

# **Templates for State-Level MOA**

**MEMORANDUM OF AGREEMENT BETWEEN THE**  
**United States Department of Agriculture, Natural Resources Conservation Service**  
**AND**  
**State of [INSERT STATE], [INSERT NAME] Conservation District,**  
**AND**  
**[INSERT Name of State Conservation Agency]**

**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 [INSERT NAME] Conservation District, and [INSERT NAME of State Conservation Agency]. [Note: Include additional stakeholders, as appropriate]

The NRCS and [INSERT NAME] Conservation District, and [INSERT NAME of State Conservation Agency] (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;
- Recognizing conservation planning as foundational to our work, and working together to meet the conservation planning assistance needs of our cooperators/customers
- 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. BACKGROUND**

The NRCS and [INSERT NAME] Conservation District, and [INSERT NAME of State Conservation Agency] 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 was established in 1937 to provide local leadership in natural resources management. Conservation Districts serve as the link between federal, state, and local resources with 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.

### **III. STATEMENT OF MUTUAL BENEFIT**

In conjunction with the NRCS and [INSERT NAME of State Conservation Agency], the [INSERT NAME] Conservation District coordinates and implements locally led conservation plans because of to 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 other 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 state statute and 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 any party to activities beyond the scope of its 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 Conservation District shall:

- Assist NRCS in promoting USDA 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 USDA local working group, as chartered under the State Technical Committee and authorized by 7 CFR 610, Part C, to encourage public participation.
  - Encourage diverse participation in local working groups through community outreach and education, to include stakeholders from historically underserved community.
  - Open local working group meetings to the public and advertise notification of meetings in one or more newspapers, including Tribal publications.
  - Develop the agenda and associated materials/information for local working groups and distribute at least 14 calendar days prior to the meeting.
  - 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 policy (Title 440, Conservation Programs Manual).
- Develop the conservation needs assessment through broad-based community participation and in accordance with NRCS 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 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, or as specified in state statute. These documents must incorporate local and community inputs.
- Identify NRCS program resources, develop and implement conservation plans and natural resource systems, and evaluate/measure the technical and community impacts of solutions.
- Update NRCS on activities of local and state advisory committees and community groups attended by Conservation District board members and staff.
- Cooperate and collaborate across conservation districts, as appropriate and as permitted by state statute.

NRCS shall:

- Support outreach activities and ensure the parties are 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 Conservation District.
- Work cooperatively to solicit and leverage community recommendations to inform priorities that guide the delivery of NRCS conservation programs.
  - Designate an NRCS representative to participate in Conservation District meetings and events, including local working group meetings. Alternatively, NRCS will chair the local working group should the Conservation District be unable or unwilling to.
  - 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 parties for technical guidance and assistance.
- Partner with local and Tribal agricultural, conservation, agency, and community groups where possible, to further Conservation District natural resource conservation goals and objectives.
- Attempt to align program priorities within the conservation district with the natural resource concerns identified by the local working group.
- Provide an annual summary of NRCS accomplishments to the parties.

[INSERT NAME of State Conservation Agency] shall:

- Facilitate coordination between conservation districts when appropriate.
- Utilize conservation districts to administer state conservation programs when appropriate.
- Serve on the State Technical Committee.

#### 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 Conservation District shall:

- Adhere to Federal, State, Local, and Tribal laws and regulations.

- Adopt NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and other science-based technical standards.
- Leverage and promote use of USDA technologies and applications, as appropriate.
- Assign conservation practice job approval authority to its personnel based on employee knowledge, skill, and ability level, and within applicable laws and guidelines. Obtain NRCS concurrence for job approval for practices involving USDA authorities or programs.
- Participate in local, state, and national opportunities for policy, program, and project development.

NRCS shall:

- Develop, update, and disseminate technical standards, policies, and procedures.
- Seek input and comment from communities on natural resource conservation policies and issues.
- Inform the Conservation District and communities when pending statutes, laws, regulations, policies, or procedures may have a significant impact on the community.
- Develop and provide access to USDA technologies and applications to facilitate shared standards, as appropriate.
- Provide job approval authority for non-NRCS employees, in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.
- Provide conservation planning certifications for non-NRCS employees in accordance with the NRCS policy and Federal, State, and local laws, regulations and codes
- Create and promote opportunities for the Conservation 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 NRCS's mission objectives. As such, the principle emphasis will be on the support and delivery of field-based conservation technical assistance.

[INSERT NAME of State Conservation Agency] shall:

- Adhere to Federal, State, Local, and Tribal laws and regulations.
- Adopt NRCS policies and procedures, including the NRCS Field Office Technical Guide (FOTG), and other science-based technical standards.
- Leverage and promote use of USDA technologies and applications, as appropriate.
- Assure state statutes and regulations are observed by all parties.

#### 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.

## IV. 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. Any of the parties may terminate this MOA with a 60-day written notice to the others.

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 United States, its agencies, its officers, or any person.

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 follow the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

#### V. SIGNATURES

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**USDA Natural Resources Conservation Service**

**Signature:**

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**DATE:**

**Printed Signer Name, Title:**

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**[INSERT NAME] Conservation District**

**Signature:**

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**DATE:**

**Printed Signer Name, Title:**

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**[INSERT NAME of State Conservation Agency]**

**Signature:**

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**DATE:**

**Printed Signer Name, Title:**

**MEMORANDUM OF AGREEMENT BETWEEN THE**  
United States Department of Agriculture, Natural Resources Conservation Service (NRCS), the  
[INSERT TRIBAL NATION], and the [INSERT NAME OF CONSERVATION DISTRICT OR  
TRIBAL CONSERVATION ADVISORY COUNCIL]

For their Cooperation in the Implementation of the Common Objectives and Goals of  
NRCS, the [INSERT TRIBAL NATION], and the [INSERT NAME OF CONSERVATION  
DISTRICT OR TRIBAL CONSERVATION ADVISORY COUNCIL]

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

**VI. 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 [INSERT TRIBAL NATION], and the [INSERT NAME OF CONSERVATION DISTRICT OR TRIBAL CONSERVATION ADVISORY COUNCIL] (referred to jointly as the Parties) [Note: Include additional stakeholders, as appropriate].

The NRCS, [INSERT TRIBAL NATION], and [INSERT NAME OF CONSERVATION DISTRICT OR TRIBAL CONSERVATION ADVISORY COUNCIL], (referred to jointly as 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. The Parties also recognize and honor their unique government-to-government relationship.

The NRCS further recognizes its responsibility to seek advice, guidance, and counsel from Indian Tribes and confer with them on topics regarding natural resource conservation issues that may impact their members or lands through the consultation process. It also recognizes the importance of legal, social, cultural, and economic independence to Tribal self-determination and self-sufficiency.

This agreement is made and entered into with the objectives of:

- Furthering the [INSERT TRIBAL NATION]'s goal of self-determination and self-sufficiency by collaborating to develop strong, stable natural resource management programs;
- Ensuring that the policies, procedures, and implementation of NRCS conservation programs or activities are in the best interest of the community by engaging in the consultation process with Tribal leaders, Tribal entities (e.g., the Conservation District, Tribal Conservation Advisory Council), and their members;
- Continuing to support the delivery of excellent and innovative technical and financial assistance and customer service to Tribal entities, leaders, and members;
- Maximizing outreach to the community relating so as to increase awareness of natural resource needs and conservation practices, as well as engage in meaningful dialogue and obtain timely input from the community to ensure such services are responsive to its specific needs and desires;
- Strengthening and modernizing conservation delivery to optimize efficiency and effectiveness;
- 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.

## **VII. BACKGROUND**

The United States (U.S.) and American Indian and Alaska Native Tribes maintain a special “government-to-government” relationship based on the U.S. Constitution, treaties, Federal Statues, court decisions, and Executive Branch policies. This unique relationship is also grounded in the doctrine of “trust.” This unique relationship between the Federal government and Tribal governments means that Federal agencies (such as NRCS) carry a responsibility to ensure that agency actions are in the best interest of the Tribe, its members, and its lands.

In 1988, the Secretaries of the Interior and Agriculture signed a Memorandum of Understanding (MOU) in recognition of their respective departmental responsibilities with American Indian Tribes. The MOU focused on meeting the needs of American Indians by working in a Federal partnership to improve delivery of services and programs. Over the years, this MOU has been updated to reflect current missions, relationships, and services.

## **VIII. STATEMENT OF MUTUAL BENEFIT**

In many cases, the Federal and Tribal governments have entered into treaties that influence natural resource management options for NRCS programs both on and adjacent to Tribal lands. The Parties have a mutual interest in helping Tribal members utilize, manage, protect, and enhance its natural resources in accordance with their needs for protection and improvement and their capabilities. The [INSERT TRIBAL NATION] has established the [INSERT NAME OF CONSERVATION DISTRICT OR TRIBAL CONSERVATION ADVISORY COUNCIL] to provide leadership and counsel to the NRCS.

In addition, the Parties recognize the importance of collaborating 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.

### **A. Responsibilities of the Parties**

The [Tribal Conservation Advisory Council / Conservation District] shall:

- Advocate for a strong, stable, and quality natural resource conservation program.
- Provide leadership, counsel, and consultation to NRCS on its conservation needs, programs, and priorities.
  - Engage in meaningful dialogue with NRCS, including the Tribal Liaison, and provide guidance on NRCS activities, policies, and/or procedures that may impact the Tribe, its members, or land.
  - Identify conservation needs assessment through broad-based community participation and in accordance with Tribal and NRCS protocols, policies, and procedures. This will provide a comprehensive evaluation of the Tribe’s natural resource base and be the basis for making decisions about local priorities or policies in all local conservation programs.
  - Encourage [Tribal Conservation Advisory Council or Conservation District] members to participate on state and regional-level Tribal Advisory councils (e.g., Conservation Advisory Council).
- Encourage community participation to the planning, conduct, and administration of natural resource programs and services.
  - Assist NRCS in outreach and community education activities.
  - Encourage individual members of Tribes and Tribal organizations to participate in dialogue, analyze issues and solutions to address natural resource concerns, and seek agreement on resource decisions.

- Encourage member participation in National Environmental Policy Act (NEPA) procedures, including preparation of Environmental Impact Statements, when appropriate.
- Engage NRCS in resource assessments.
- Assist NRCS in establishing training programs on consultation procedures and protocols.
- Cooperate and collaborate across Tribes, NRCS State offices, conservation districts, as appropriate.
- Keep appropriate NRCS and Tribal leaders, boards or committees, members, and other key stakeholders apprised of conservation priorities and activities.
- 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 program resources, develop and implement conservation plans and natural resource systems, and evaluate/measure the technical and community impacts of solutions.

The NRCS shall:

- Acknowledge and honor the trust responsibility relationship between the Federal government and Tribe.
- Identify a Tribal Liaison, to coordinate as needed for Tribal consultation and maintain its relationship as outlined in this MOA.
- Engage in the consultation process, with the intent of seeking advice, guidance, and counsel and engaging in meaningful dialogue.
  - Consult with Tribal leaders and entities prior to implementing actions, policies, or rules that may impact its members, organizations, lands, or resources.
  - Ensure that the consultation process is collaborative, taking into account individual members' and stakeholders' opinions and recommendations.
  - Work with and require contractors to consult with Tribal employee rights offices, where present, when providing Federal funds for projects on Tribal lands.
- Advocate, support and assist the Tribe in achieving its goal of self-sufficiency through establishment of strong and stable organizations capable of administering quality and effective conservation programs.
  - Advocate natural resource stewardship, while working within Tribal religion, standards, values, and culture.
  - Assist the Tribes in building Tribal capacity in natural resources conservation.
  - Support and advocate for members to fully participate in council decision-making and to propose/conduct appropriate community improvement projects.
- Provide quality service through technical and financial assistance.
  - Assist Tribes in resource assessment and conservation program development, providing appropriate resources and expertise, as appropriate and desired.
  - Work with cultural resource specialists and coordinators to ensure appropriate cultural resource consultation protocols and procedures are followed.
  - Inform the [Conservation District or Tribal Conservation Advisory Council] 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 its attention through the consultation process.
  - Increase opportunities for the community to benefit from NRCS programs.
  - Provide an annual summary of NRCS accomplishments.
- Identify and take appropriate steps to remove impediments to working directly and effectively with Indian Tribes.

- Establish and maintain an office at Tribal Headquarters in accordance with the provisions of the Food, Conservation, and Energy Act of 2008 (Section 14001(g)).
  - Develop and provide awareness training to NRCS personnel.
  - Assist with planning and participation in community outreach activities.
- Cooperate with Indian Tribes, conservation districts, resource conservation development councils, federal, state, and local governmental entities, and other non-governmental entities to deliver services and further the goals of this MOA.

#### **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 [Conservation District or Tribal Conservation Advisory Council] shall:

- Adhere to Federal, State, Local, and Tribal laws and regulations.
- Adopt NRCS policies and procedures, such as the NRCS Field Office Technical Guide (FOTG), and other science-based technical standards.
- Leverage and promote use of USDA technologies and applications, as appropriate.
- Participate in Tribal, local, state, and national opportunities for policy, program, and project development.
- Assign conservation practice job approval authority to its personnel based on employee knowledge, skill, and ability level, ad within applicable laws and guidelines. Obtain NRCS concurrence for job approval for practices involving USDA authorities or programs.

NRCS shall:

- Consult with Tribal leadership to seek guidance, input and comment from communities on natural resource conservation policies and issues.
- Consult with the [Conservation District or Tribal Conservation Advisory Council] prior to developing, updating, and disseminating technical standards, policies, and procedures.
- Develop and provide access to USDA technologies and applications to facilitate shared standards, as appropriate.
- Provide job approval authority for non-NRCS employees in accordance with NRCS policy and consistent with State laws.
- Provide conservation planning certifications for non-NRCS employees in accordance with the NRCS in accordance with NRCS policy and Federal, State, and local laws, regulations and codes.
- Provide technical or other training for Tribal leaders and members in conjunction with its own training, or as separate events. Training must be consistent with and support of NRCS's mission objectives. 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.

## IX. GENERAL PROVISIONS

### E. Period of Performance

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

### F. Amendments

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

This MOA may be supplemented, to reflect mutually agreed-to detailed working arrangements, to include an 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.

### G. 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:

- 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.

### H. 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 United States, its agencies, its officers, or any person.

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).

#### X. SIGNATURES

**USDA Natural Resources Conservation Service**

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[Insert Name, Title]

**[INSERT NAME] Conservation District**

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[Insert Name, Title]

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[Insert Date]

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[Insert Date]