

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**NORTH DAKOTA ASSOCIATION OF SOIL CONSERVATION DISTRICTS**  
**AND THE**  
**NORTH DAKOTA RESOURCE CONSERVATION & DEVELOPMENT ASSOCIATION**  
**AND THE**  
**NORTH DAKOTA STATE SOIL CONSERVATION COMMITTEE**  
**AND THE**  
**NORTH DAKOTA CONSERVATION DISTRICT EMPLOYEES ASSOCIATION**  
**AND THE**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**NATURAL RESOURCES CONSERVATION SERVICE**

This Memorandum of Agreement (MOA) is made and entered into by and between North Dakota Association of Conservation Districts (NDASCD), North Dakota Resource Conservation & Development Association (NDRC&DA), North Dakota State Soil Conservation Committee (NDSCC), North Dakota Conservation District Employees Association (NDCDEA), and the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), hereinafter referred to as “the Parties.”

**I. PURPOSE**

The purpose of this MOA is to encourage strong partnerships, as well as to strengthen cooperation among the Parties that result in coordinated interagency delivery of conservation assistance to private landowners and others to sustain the health, diversity, and productivity of the North Dakota natural resources. The Parties share a long-term commitment to the Federal/State/local Government conservation delivery system to help private landowners, communities, and others conserve natural resources across the State. This system supports local level and private landowner decision making and advocacy for conservation planning that will result in sound

solutions that are practical and economical, and lead to wise use and management of natural resources. This mutual goal is to provide locally-led natural resource conservation that addresses local, State, and national priorities while optimizing efficiency and effectiveness. As a partnership, we will put quality first, enable people to make sound conservation decisions, demonstrate professionalism and dedication, and strive for continuous improvement.

## **II. BACKGROUND**

The Parties recognize the importance of natural resources, sound resource conservation development, and the wise use and management of these natural resources. In addition, the Parties recognize the importance of working with NRCS due to its broad strategic assessment and planning authority, The Soil and Water Resources Conservation Act of 1977 (RCA), for the conservation, protection, and enhancement of soil, water, and related natural resources. The Parties further recognize that North Dakota's 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.

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

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

### **Collaborating to Meet Customer Needs**

The Parties recognize the owners and managers of farmland, rangeland, forestland, and other lands are key customers for our programs and activities. Increased coordination and collaboration is essential to provide

effective and efficient assistance to a dynamic customer/owner base. The Parties believe a strong partnership will make it possible to be more effective and efficient in assisting decision makers, thereby increasing agricultural production and profitability, while improving natural resource benefits.

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

This MOA commits the Parties to increase cooperation within North Dakota to ensure coordinated, efficient, and effective delivery of conservation assistance. The actions taken under this MOA are expected to enable the Parties to accomplish their individual and collective conservation missions and goals in a strategic approach.

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

- NDASCD furthers the widespread application of sound and practical soil and water conservation practices in North Dakota.
- NDRCDA utilizes the capabilities of soil and water conservation districts, tribes, and other member/partners to plan and carry out projects that address conservation and community development needs across North Dakota.
- The North Dakota State Soil Conservation Committee (SSCC) was created by the 1937 Legislative Assembly. It has seven members, two are appointed by the Governor and five are elected by Supervisory Board Members of their Soil Conservation Districts. The SSCC assists with administrative matters and provides program assistance to the Soil Conservation Districts. A major responsibility is to distribute the Soil Conservation District Assistance Program grant monies allocated by the North Dakota Legislative Assembly.
- NDCDEA primary goal is to provide employees with education and training within their occupations. The Soil Conservation District employees are a very diverse group and because of this, training and networking within North Dakota is very important.
- NRCS draws on a long history of helping people help the land. NRCS works in close partnership with farmers and ranchers, local and State Governments, and other Federal agencies to maintain healthy and

productive working landscapes. NRCS is a source of interdisciplinary technical expertise for natural resource conservation and provides this assistance to landowners and communities in every county in North Dakota.

The Parties will work to address conservation priorities through joint and individual actions. The agency contacts listed or their designees will meet at least annually to review performance under this MOA, and provide recommendations as appropriate.

#### **AGENCY/ORGANIZATION CONTACTS**

NDASCD: Roger Christenson  
President  
3310 University Drive  
Bismarck, ND 58504  
(701) 223-8518

NDRCDA: Susan L. Davis  
Executive Director, Dakota Prairies and Dakota West RC&D Councils  
919 S. Seventh St., Suite 310  
Bismarck, ND 58504  
(701) 226-8409  
[dakotaprairiesrcd@gmail.com](mailto:dakotaprairiesrcd@gmail.com)

NDSSCC: Scott Hochhalter, Soil Conservation Specialist  
NDSU Extension Service – SSCC  
2718 Gateway Avenue, #104  
Bismarck, ND 58503  
(701) 328-9718  
[scott.hochhalter@ndsu.edu](mailto:scott.hochhalter@ndsu.edu)

NDCDEA: Lori Frank  
President  
110 Winter Show Rd SW  
Valley City, ND 58072  
(701) 845-3114 Ext.3  
[lori.frank@nd.nacdnet.net](mailto:lori.frank@nd.nacdnet.net)

NRCS: Mary Podoll  
State Conservationist  
USDA-NRCS, North Dakota  
220 E. Rosser Ave.,  
Bismarck, ND 58502  
(701) 530-2000  
[mary.podoll@nd.usda.gov](mailto:mary.podoll@nd.usda.gov)

#### **IV. AUTHORITIES**

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

- A. The Department of Agriculture Reorganization Act of 1994, Public Law 103-354, 7 U.S. C. 6901-7014.
- B. Secretary's Memorandum 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.
- C. Soil Conservation and Domestic Allotment Act, Public Law 74-461, 16 U.S.C. 590, as amended (16 U.S.C. 590a, et seq.).
- D. Section 1242(d) of the Food Security Act of 1985, 16 USC 3842(d).
- E. North Dakota Century Code Chapter 4-22 Soil Conservation Districts Law

#### **V. GENERAL PROVISIONS**

- A. This MOU takes effect upon the signatures of the Parties and remains in effect for 5 years from the date of execution. In the event of termination by one of the parties, the other parties will continue the MOA between them.
- B. This MOA is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.
- C. This MOA does not affect or modify existing regulations or agency responsibilities and authorities. It specifically does not commit agency activities beyond the scope of its mission and authorities under its organic statutes.
- D. NRCS, NDASCD, NDRCDA, NDSCC, NDCDEA and their respective officials will handle their own activities and utilize their own resources, including expenditures of their own funds, in pursuing the purposes of this MOA. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- E. Nothing in this MOA shall obligate any party to expend or transfer funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices

of the Parties will require execution of separate agreements, and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.


- F. Any information furnished to NRCS under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- G. All activities and programs conducted under this MOA shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. Also, they will be in accordance with regulations of the Secretary of Agriculture (7 CFR 15.3, subpart A), which provide that no person in the United State shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination from USDA or any agency thereof.
- H. All activities conducted under this MOA shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

**VI. APPROVAL**

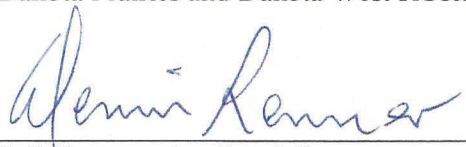
The undersigned parties hereby agree to the terms and conditions specified above.

  
\_\_\_\_\_  
President  
North Dakota Association of Soil Conservation  
Districts

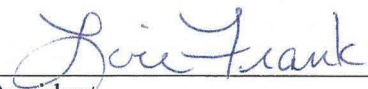
11-23-15  
Date

  
\_\_\_\_\_  
Executive Director  
Dakota Prairies and Dakota West RC&D Councils

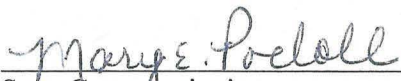
11-23-15  
Date

  
\_\_\_\_\_  
Soil Conservation Specialist  
North Dakota State Soil Conservation Committee

11-23-15  
Date

  
\_\_\_\_\_  
President  
North Dakota Conservation District Employees  
Association

11-23-15  
Date

  
\_\_\_\_\_  
State Conservationist  
USDA - Natural Resources Conservation Service

11-23-15  
Date