

MEMORANDUM OF UNDERSTANDING
between the
NATIONAL ASSOCIATION OF CONSERVATION DISTRICTS
and the
United States Department of the Interior
BUREAU OF LAND MANAGEMENT

This memorandum of understanding is between the National Association of Conservation Districts (NACD) and the United States Department of the Interior (USDI), Bureau of Land Management, hereinafter called the BLM.

I. Purpose:

This Memorandum of Understanding (MOU) provides for a cooperative working relationship between the NACD and the BLM. It is intended to form a framework for cooperation that supports common goals and interests in managing, developing and protecting federal and private land and water resources in an environmentally and economically sound manner, consistent with applicable statutory and regulatory requirements. Such cooperation is in the interest of the American public. The NACD provides guidance and advice on conservation practices on private lands and has common interests with adjacent federal land managers on joint resource conservation projects.

II. Background:

The NACD, founded in 1946, is a non-governmental, non-profit membership organization that serves as the national voice for the nation's 3,000 conservation districts which are formed under state statutory authority. The mission of the NACD is to be an advocate for, and to empower, the nation's conservation districts to facilitate the harmonious use of natural resources. It is NACD's philosophy that local leadership and grassroots decision-making are keys to successfully managing and protecting natural resources.

NACD supports local conservation districts in taking lead roles in administering locally led conservation processes. At the national level, the NACD provides technical, administrative and policy support to local Conservation Districts and State Conservation District Associations. At the local level the Conservation Districts provide technical assistance, monitoring, and fiscal support — through separate grants and agreements - to private landowners and State or local agencies.

The BLM manages more public resources than any Federal land management agency, with responsibility for managing 264 million acres of surface and subsurface resources and an additional 300 million acres of subsurface mineral estate. These public lands and resources are administered in a balanced combination to best serve the needs of the American people based on

the principles of multiple use and sustained yield and in accordance with Federal statutory requirements. The BLM seeks to encourage and participate in local, regional and national coalitions to further its goal of meeting the long-term needs of future generations for both renewable and non-renewable resources.

III. Authority

The BLM is delegated authority of the Secretary of the Interior which is contained in the Federal Land Policy and Management Act of 1976 (FLPMA, 43 U.S.C. 1701 et seq., as amended). Section 302 of FLPMA, 43 U.S.C. 1732, requires the Secretary to manage public lands under the principles of multiple use and sustained yield. Accordingly, BLM encourages soil and water conservation on the public lands, Section 307(b) of FLPMA, 43 U.S.C. 1737, authorizes the Secretary to cooperate with others in conducting studies; to accept contributions, donations and volunteer services; and enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands.

IV. Commitments

The NACD and the BLM share common objectives of conserving soil and water resources and managing natural resources for long-term health and productivity. At the national level, BLM resource professionals, through their participation with NACD resource committees, will provide technical assistance to the NACD, as appropriate, in furtherance of its mission of managing the public lands. At the local level, the BLM will provide technical support and — through separate agreements — fiscal and administrative support to local Conservation Districts, as appropriate, in furtherance of its mission of managing the public lands. In exchange, the NACD will support the efforts of local conservation districts in encouraging sound forest and rangeland management through the locally led conservation process. These efforts will help to develop and implement specific plans of action for cooperative conservation activities on private land that can benefit neighboring public land resources.

In support of these common objectives, the BLM and the NACD mutually agree to:

A. (1) Designate individual liaisons and technical experts to communicate with and coordinate activities by the BLM Director and NACD national office for national and regional levels; and (II) designate similar liaisons and technical experts at the state and local level, as appropriate, through individual BLM State Directors and the applicable state Conservation District Associations.

B. Conduct program and technical coordination meetings, as necessary.

C. Cooperate in the exchange of BLM and NACD program, technical, and scientific information normally available to all external entities. Information not available to NACD as a result of this Memorandum includes: (I) information exempt from disclosure under the Freedom of Information Act, 5 U.S.C. Section 552, and other applicable statutes; (II) information protected by The Privacy Act, 5 U.S.C. Sec. 552a, as amended; and (III) information subject to protective orders.

D. Initiate joint planning studies and demonstration projects, as appropriate.

E. Conduct training, conferences, seminars, and education programs, together or in partnership with other parties, as appropriate. Use of federal funds in support of training is subject to applicable regulations. Federal employee participation in training sessions funded by the NACD without charge to the Federal government will be in accordance with the requirements of 5 CFR 410, Subpart E, which address the acceptance of contributions, awards, or payments from Non-government organizations as related to training.

F. Identify information gaps which, if filled, will benefit cooperating parties and seek opportunities for field application of new technology.

G. Develop MOUs at other levels (i.e. BLM State Offices with State level soil and water conservation agencies and/or local BLM field offices with local Conservation Districts), as appropriate, to address specific issues of regional or local concern but within the general parameters of this MOU. Any regional or local MOUs will incorporate the provisions contained in Sections IV. and V. of this national MOU, and will also be consistent with applicable statutory requirements.

H. BLM technical experts designated under subsection IV. A, working with specific NACD Committees (i.e Natural Resource Policy, Communications, Legislative, District Operations and Member Services, Stewardship and Education) and the subcommittees and resource policy groups, will encourage the development of specific strategies to implement cooperative activities pursuant to items IV. A. through IV. G, as appropriate.

V. Duration and Limitations:

A. This MOU becomes effective on the date of its signature by both parties.

B. The need for this MOU is expected to continue for 5 years, at the end of which period it will expire, unless canceled, extended, or renewed, in accordance with subsections V.C. and V.D.

C. This MOU may be extended or renewed prior to expiration if all of the participants agree that there is a continuing need for this agreement. The terms or conditions of such extension or renewal will be in writing and require the signature of the Chief Executive Officer for the NACD and the Director of the BLM.

D. This MOU may be renegotiated or canceled at any time at the initiative of either party, following at least 30 days written notice to the other party.

E. Nothing in this agreement may be construed to obligate the USDI or the United States to any current or future expenditures of resources in advance of the availability of appropriations from Congress.

F. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities.

G. Specific work projects or activities that involve the transfer of funds, services, or property between the parties to this MOU will require the execution of separate agreements. Each subsequent agreement or arrangement involving the transfer of funds, services, or property must comply with all applicable statutes and regulations.


H. During the performance of this MOU the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, age, color, religion, gender, national origin or disability.

I. No member of, or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise there from, but these provisions shall not be construed to extend to this agreement if made with a corporation for its general benefits.


J. Nothing in this agreement may be interpreted as an official endorsement of any NACD policy, process, or publication by the United States, the USDI, or the BLM. The NACD will not take any action or make any statement, press releases and/or published advertisement, that suggests or implies such an endorsement.

K. Issuance of any statements, press releases, advertisements, public service announcements, and similar communications regarding this National MOU and activities thereunder will be done jointly between BLM and NACD and be approved by the BLM and NACD prior to release. Regional or local MOUs prepared in accordance with subsection IV. G. of this agreement will incorporate similar language to ensure the appropriate BLM and State or local Conservation agencies review and approve any such communications in relation to those regional or local agreements. The purpose of such coordination is to ensure compliance with the provisions of Executive Order 12731 and applicable regulations regarding endorsements, including 5 C.F.R. 2635.702.

L. Bureau of Land Management employees will not vote on NACD committee decisions.



KRYSTA HARDEN
CEO
National Association of Conservation Districts



JAMES CASWELL
Director
Bureau of Land Management

12/1/08

Date

12/1/08

Date