

Memorandum of Understanding
between the
USDA FOREST SERVICE
and the

Soil and Water Conservation District # _____
and the
TEXAS STATE SOIL AND WATER CONSERVATION BOARD

for their cooperation in the
Conservation of Natural Resources

This Cooperative Agreement (Agreement) is entered into by and among the _____ Soil and Water Conservation District (District) # _____, the Texas State Soil and Water Conservation Board (TSSWCB), and the USDA Forest Service, hereinafter referred to as Forest Service.

The agreement is entered into under the authority of the Cooperative Forestry Assistance Act of 1978 (Section 10 (a.), 16 USC 2109). The _____ District authority is entered into this agreement is located in Chapter 201 of the Agriculture Code, Vernon's Texas Statutes and Codes Annotated (V.T.C.A.). The TSSWCB authority to enter into this agreement is located in Chapter 201 of the Agriculture Code, V.T.C.A.

STATEMENT OF PURPOSE

USDA has committed its resources, through a Mutual Agreement in 1995 signed by the Secretary of Agriculture, to work with State governments, and Conservation Districts. All parties have the common objective of assisting people in their efforts to utilize and manage natural resources in accordance with their capabilities and need for improvement. Each party is independent, has its respective responsibilities, yet recognizes the need to coordinate as a federal, state and local partnership for the successful delivery of conservation programs related to our natural resources. The Forest Service recognizes Soil and Water Conservation Districts as a legal subdivision of Texas, and recognizes the TSSWCB for providing the primary responsibility of administrative, financial, educational and other assistance to districts. Therefore, the parties will cooperate to implement their respective long-range resources programs considering available resources, statutory authorities and regulations.

IT IS UNDERSTOOD THAT:

Broad based forestry conservation programs delivered through the cooperation of the Forest Service and Districts and the TSSWCB are vital to the conservation of the natural resources, economic stability and well being of our nation.

The parties affirm the relationship between the Forest Service and the District, and the responsibility of the TSSWCB.

This agreement establishes an enduring basis for cooperation and assistance between the parties to achieve common natural resources conservation goals and objectives. Authority to carry out specific projects or activities, such as the transfer of funds, acquisition of services, and property will be carried out under separate fund obligating documents.

Parties will distribute this agreement to all Forest Service, District and TSSWCB offices.

The Forest Service Agrees to:

1. Recognize Conservation Districts as a subdivision of Texas government working at the local level.
2. Work cooperatively with the TSSWCB and Districts for management of natural resources on Public lands and private forest lands as requested by the landowner or land managing agency.
3. In accordance with existing agreements assist in preparation of fire control plans.
4. Enter into subsequent agreements as needed to accomplish specific projects or to transfer funds, materials and expertise as needed between the parties for mutual support.
5. Provide research results, and other public information to the District to assist in preparing its program and work plan.
6. Meet with local representatives of the Conservation District and the TSSWCB periodically to review opportunities for conservation planning and application, and on issues of mutual concern.

The District Agrees to:

1. Invite the Forest Service to provide input in developing the District's long-range plan and annual work plan.
2. Promote local forestry goals and objectives and Stewardship with other government entities and non-industrial private landowners within their boundaries.
3. Provide leadership for developing conservation programs on privately controlled lands by encouraging and assisting landowners and operators to formulate, coordinate, and carry out conservation plans on all private lands with the District as rapidly as available resources, consent of landowners and operators, and other factors permit.
4. Meet with local representatives of the Forest Service and the TSSWCB periodically to review opportunities for conservation planning and application and on issues of mutual concern.

5. Inform the Forest Service on any known activity contemplated by the District or other agencies that might affect lands under the jurisdiction of the Forest Service.
6. Assist in the coordination of forest management plans and programs with conservation plans and programs being developed by private individuals, state or local governments or Federal agencies on lands within the District.
7. Provide assistance in securing cooperative agreements with landowners and operators as requested and where needed.
8. Determine priorities for the selection of work areas on private land under cooperative agreement with the District.
9. Provide assistance to the Forest Service by performing work under contracts or other funding arrangements to carry out projects on National Forests, if funding and workforce is available.
10. Cooperate in educational work with forest users in matters of conservation.
11. Cooperate with the Forest Service in programs of prevention and suppression of forest and range fires within the District.
12. Extend to the Forest Service an invitation to attend regular and special meetings of the District.

The TSSWCB Agrees to:

1. Main the leadership role as the state agency responsible for soil and water conservation and continue to be responsible for setting state policy for standards and specification concerning soil and water conservation.
2. Promote State Foresters and Forest Service reforestation, forest protection and management programs where these supports locally identified natural resource concerns.
3. Cooperate in the development and adoption at the local level of guidelines for providing forest management and soil and water assistance by the district.
4. Coordinate long-range planning with the Forest Service, Districts and others to assure effective resource management on National Forest and private lands.
5. Coordinate and participate in information and education programs with the District and Forest Service where efforts are mutually beneficial to all parties.
6. Recognize the state forestry agency's role on private lands and coordinate District activity in that area.
7. Assist the District and Forest Service in periodic review and evaluation of soil and water conservation programs.
8. Meet with local representatives of the Forest Service and the conservation district periodically to review opportunities for conservation planning and application, and on issues of mutual concern.

It is Further Mutually Agreed:

1. To the maximum extent possible, the District, the TSSWCB and the Forest Service will mutually support soil and water conservation programs to promote proper conservation of land resources with the District.

2. All specific future projects will be conducted under separate fund obligation documents made in writing and authorized by appropriate statutory authority. This agreement shall not be construed to affect the jurisdiction of the Forest Service over public lands administered by the Forest Service within the boundaries of the District.
3. This agreement is subject to the National Environmental Policy Act of 1969 (Public Law 91-190, January 1, 1970, 83 Stat. 852, as it relates to Forest Service lands.
4. Technical assistance in meeting the forest management needs of individual cooperators will ordinarily be met by the TSSWCB or the District charged with the responsibility for furnishing technical forestry assistance to private landowners.
5. This agreement may be terminated at any time by mutual consent of the parties, or can be terminated by one party by giving 60 days written notice to the other parties.
6. This agreement in no way restricts the Forest Service, the District or the TSSWCB from participating in similar activities with other public or private agencies, organizations, and individuals.
7. This MOU will become effective on the last date shown below. This instrument expires on _____, at which time it can be renewed by mutual consent.

The signatures will be in compliance with all applicable state laws and the nondiscrimination provisions contained in Title 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 1971, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A and B). These provide that no person in the United States shall, on the grounds of race, color, national origin, age, gender, 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.

This agreement is neither a fiscal nor a funds obligation document. Any provision of this agreement or endeavor involving reimbursement or contribution of funds among the parties to this agreement is subject to the availability of appropriations and will be handled in accordance with the applicable laws, regulations, and procedures, including those for Government procurement and printing. Any endeavor among the parties which is not expressly provided for by the terms of this agreement, will be outlined in a separate agreement that shall be made in writing by representatives of the parties, and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive awards to Conservation Districts or the TSSWCB. Any contract or

agreement for training or other services must fully comply with all applicable requirements for competition.

Chief, Forest Service

Date

Chairman, TSSWCB

Date

Chairman
_____ SWCD # _____

Date