

MEMORANDUM OF UNDERSTANDING

between the

SHENANDOAH RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL

and the

UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding is between the Shenandoah Resource Conservation and Development Council in the State of Virginia, hereinafter called the Council, and the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter called the Service. Secretary of Agriculture Memorandum 1665 designates the Natural Resources Conservation Service as the departmental agency responsible for program administration of those activities under Section 102, Public Law 87-703, and also Subtitle H of Public Law 97-98, December 22, 1981 to the Resource Conservation and Development (RC&D) Program. The Farm Security and Rural Investment Act of 2002, P.L. 107-171, permanently authorized the RC&D program.

The basic objectives of the Service in participating in this RC&D Area are:

1. The orderly development, improvement, conservation, and utilization of natural resources of the RC&D Area and thereby to provide employment and other economic opportunities to the people of the area.
2. To provide local leadership the opportunity to fully coordinate and utilize the facilities and techniques available with current program for the development and conservation of natural resources to meet local, state and national needs.

The overall objectives of the Council are:

1. To develop the area's natural and human resources and improve the quality of life for all people in the area.
2. To accomplish objective 1 through local leadership and a coordinated regional approach, that is outlined in the attached RC&D Area Plan.

The purpose of this memorandum of understanding is to establish working arrangements between the Council and the Service for carrying out their assigned responsibilities in support of the RC&D program.

A. WHAT THE NATURAL RESOURCES CONSERVATION SERVICE WILL *DO*

1. NRCS will make available to the Council the services of an RC&D staff, including the appointment and supervision of an RC&D coordinator who assists the Council. The NRCS will provide, in as far as the budget will allow, funds for a permanent part-time secretary at no expense to the Council. NRCS will also provide office space and related equipment and supplies. Staff and office and operational support are provided to implement the Area Plan and the Council's annual plan of work.
2. NRCS will monitor and evaluate progress in achieving program purposes.
3. NRCS will, after consultation with the Council, recommend continuance of RC&D program technical and/or financial assistance where warranted or otherwise recommend termination through deauthorization of RC&D program assistance.

B. WHAT THE COUNCIL WILL *DO*

The Council will direct the program at the local level, by (a) developing, adopting, and operating by a constitution or articles of incorporation and bylaws; (b) obtaining and maintaining non-profit status; (c) providing opportunities for the public to participate in RC&D planning -- including setting objectives, goals, and strategies; (d) developing an area plan and working towards achieving the stated objectives and goals; (e) setting priorities, developing an annual plan of work, and following it throughout the year; (f) coordinating planning activities with regional planning agencies and related groups having similar resource concerns in the area; (g) using local, state, and federal agency personnel and coordinating their RC&D activities; (h) carrying out an effective information program that communicates the Council's objectives and goals to the State Conservationist and the public; (i) preparing an annual report following the close of the Council's fiscal year of accomplishments in carrying out the area and annual plan of work.

C. IT IS FURTHER UNDERSTOOD

1. Either party, as mutually agreed upon, will provide or arrange for such additional services, facilities, equipment, materials, and arrangements as may be required to achieve common objectives.
2. NRCS personnel and office space will be under NRCS jurisdiction. NRCS retains the right to establish headquarters for its personnel at such places as it deems most appropriate in consultation with the Council.
3. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the 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 Rehabilitation Act of 1973, Title IX of the Educations Amendments of 1972, and the Age Discrimination Act of 1975. They

will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that United State Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation and marital or family status. (Not all prohibited bases apply to all programs.) USDA is an equal opportunity provider and employer.

4. This memorandum of understanding will be effective when signed by both parties and will continue in effect except that it may be modified, as mutually agreed, or terminated by either party by giving 60 days notice in writing to the other party.

BY: _____

Chair
Shenandoah RC&D

DATE: _____

The signing of this memorandum of understanding on behalf of the Council was authorized by a resolution of the RC&D Executive Board adopted at a meeting held on the _____ day of _____, 20____.

BY: _____

Chair
Shenandoah RC&D

DATE: _____

BY: _____

State Conservationist
Natural Resources Conservation Service

DATE: _____