

Chapter 3 – MOA's

MUTUAL AGREEMENT
Between the
UNITED STATES DEPARTMENT OF AGRICULTURE
and the
STATE OF _____
and the
_____ CONSERVATION DISTRICT
or
THE _____ TRIBE
and
THE _____ TRIBAL COUNCIL

For their Cooperation in the
Conservation of Natural Resources

THIS AGREEMENT is between the United States Department of Agriculture (USDA) and Insert names of State, Tribe, District as appropriate.

The authority of USDA to enter into this agreement is the Soil Conservation and Domestic Allotment Act, 16. 590; the Department of Agriculture Reorganization Act of 1994, Public Law No. 103-354; and Secretary's Memorandum No. 1010-1, dated October 20, 1994. The Insert names of State, Tribe authority is defined in Insert State statute or Tribal law. The District authority is defined in Insert State Statute.

STATEMENT OF PURPOSE

The parties have the common objective of assisting people in their efforts to utilize and manage natural resources in accordance with their capabilities and needs for protection and 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 soil, water, air, plant, animal, and human resources. Therefore, the parties will cooperate to implement their respective long-range natural resources conservation programs considering available resources, statutory authorities, and regulations. The parties will develop appropriate agreements to further define this relationship.

IT IS UNDERSTOOD THAT:

Broad based conservation programs delivered through the cooperation of the USDA, the District, and the State are vital to the protection of the natural resources, economic stability and well-being of our Nation.

The parties reaffirm the relationship between the USDA, the District, and the State. The Secretary will continue, within the terms of various statutes administered by USDA, to carry out broad conservation programs of assistance encompassing technical, research, educational, and financial assistance to land owners and users through the District, and the State.

The parties also recognize and encourage a continued commitment from the Insert name of State, Tribe in aiding administration, coordination, financing, and the delivery of conservation programs through the Districts and Tribes.

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 agreements. The parties will encourage other natural resource related agencies to develop similar agreements.

The signatories will be in compliance with the nondiscrimination provisions contained in 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 the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, 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 & B), which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, 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 can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party by giving 60 days written notice to the others.

This agreement supersedes all previous Memorandums of Understanding.

UNITED STATES DEPARTMENT OF AGRICULTURE

By: _____
(Secretary of Agriculture)

Date: _____

STATE OF _____

By: _____
(Governor)

Date: _____

_____ **CONSERVATION DISTRICTS**

By _____
(Chairperson)

Date: _____

COOPERATIVE WORKING AGREEMENT
Between the
NATURAL RESOURCES CONSERVATION SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE
and
THE STATE OF _____
and
THE _____ CONSERVATION DISTRICT
or
THE _____ TRIBE
and
THE _____ TRIBAL COUNCIL GOVERNMENT
or
THE _____ CONSERVATION DISTRICT

For their Cooperation in the
Conservation of Natural Resources

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), and **Insert names of (State, Tribe, District)**, collectively referred to as the parties, to define clearly the roles and responsibilities of the parties.

AUTHORITIES, STATUTES, LAWS

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.

The **Insert name of State , Tribe** authority for participation is defined in **Insert State statute, Tribal law**

The District Authority is defined in **Insert State Statute**.

The purpose of this agreement is to supplement the Mutual Agreement between the United States Department of Agriculture and **Insert name of State, Tribe**. This cooperative working agreement documents those areas of common interest of the state, federal and local partnership in natural resources conservation.

The customers of the parties to this agreement are individual landowners/land users, Federal and state land management agencies, other individuals, groups, and units of government. The parties mutually agree to provide leadership in resource conservation. To accomplish this we share a commitment to listen, anticipate and respond to our customers' needs; anticipate, identify, and address issues; maintain decision-making at the lowest level; advocate comprehensive resource management planning, maintain and improve our grass-roots delivery system; build new alliances to expand our partnership; foster economically viable environmental policies; improve the quality of life for future generations; and conserve and enhance our natural resources.

The parties pledge to work together by advancing and practicing teamwork; including input in the decision making process; communicating , coordinating, and cooperating; sharing training opportunities; promoting mutual respect, support, trust, and honesty; and sharing the leadership and ownership, the credit and the responsibility. A mutual goal is to improve our efficiency and effectiveness by putting quality first; empowering people to make decisions; demonstrating professionalism and dedication and striving for continuous improvement.

ROLES AND RESPONSIBILITIES:

PERSONNEL

Each party is responsible for the hiring, management, supervision, development, and evaluation of its own personnel, including creating an environment that supports a diverse workforce.

TRAINING

The parties will provide appropriate leadership in administrative and technical training as determined by program needs. Training also includes the orientation of all employees and officials in organizational philosophies, programs, authorities, roles and responsibilities of the parties.

Parties are encouraged to offer training opportunities to each other.

EMPLOYMENT

The parties will work together to coordinate individual staffing plans to include necessary disciplines for program delivery.

Employee evaluations will be done independently by the employing organization, but others may provide input.

TECHNICAL AND ADMINISTRATIVE ASSISTANCE

The parties will work together to determine the amount of technical and administrative assistance needed and available for program delivery at each level. Such assistance may include contracts, agreements, procurement, personnel, engineering, and/or other assistance provided by the parties.

PROGRAM DELIVERY

NATURAL RESOURCE PLANS

The parties will coordinate with public and private resource groups, other resource agencies, and interested parties to share information and resources in developing comprehensive natural resource plans.

RESOURCE INVENTORIES

The parties agree to identify, define, and coordinate the collection and use of resource inventory data.

The parties will cooperate in monitoring and validating the resource inventory data to assure that the data meets the needs of resource planning and evaluation processes.

INFORMATION/DATA SHARING

The parties will designate who has responsibility for collection and maintenance of particular resource information.

The parties will agree to work toward establishing and maintaining accessible data bases.

BOUNDARIES

The parties will agree on common boundaries for program delivery.

MARKETING

The parties will coordinate their efforts in the communication of program information to their customers

TECHNICAL STANDARDS

The parties will adopt the NRCS Field Office Technical Guide (FOTG) and other science-based technical standards, as appropriate.

JOB APPROVAL

Each party will assign conservation practice (job approval) authority to its personnel based on employee knowledge, skill and ability levels and within applicable laws and guidelines.

MAINTENANCE OF STANDARDS

The parties will develop a process to establish and maintain consistent standards.

RECORDS, FACILITIES AND EQUIPMENT

WORKING SPACE

The parties will work together to provide office space within funding limits, operating guidelines, and authorities. The parties will develop a policy and strategy to share common space, whenever possible.

EQUIPMENT

The parties will agree to share equipment for common use within established guidelines and procedures.

VEHICLES

The parties will agree to share vehicles subject to the requirements of state and federal laws.

RECORDS MANAGEMENT

The parties will define legal requirements and limitations for access and use of relevant records.

The parties will agree on the maintenance, update, and disposition of relevant records.

FUNDING

The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs.

FEE FOR SERVICES

The parties recognize that nonfederal signatories may establish procedures to collect fees, where permissible, for delivery of such services which are not provided through federal financial or technical assistance.

TORT LIABILITY

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal, tribal, and state laws.

ACCOUNTABILITY

The parties will design and implement an outcome based-evaluation system to determine if resource and customer needs are being met.

SCOPE OF AGREEMENT

Authority to carry out specific projects or activities, such as transfer of funds, acquisition of services and property, will be established under separate agreement.

CIVIL RIGHTS

The parties will be in compliance with the nondiscrimination provisions contained in 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 the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and in accordance with regulations of the Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, 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.

TERMINATION

This agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party’s giving 60 days written notice to the other parties.

This agreement supersedes the Supplemental Memorandum of Understanding.

(NAME)
By: _____
Date: _____

By: _____
Date: _____

UNITED STATES DEPARTMENT
OF AGRICULTURE
NATURAL RESOURCES
CONSERVATION SERVICE
By: _____
Date: _____

By: _____
Date: _____

Chapter 4 – Rules, Laws and Regulations

Arkansas Law

The Arkansas General Assembly meets every odd-numbered year. Laws passed by the legislature are called acts. Acts are put in a usable form called the Arkansas Code. Since the law changes every two years, it is not practical to reproduce it in this manual. Most questions of district or program operation can be answered by referring to Arkansas Soil and Water Conservation Commission Rules. If a particular law is needed, please use this free, Internet-based service: http://www.arkleg.state.ar.us/data/ar_code.asp or contact the Commission's legal division.

Conservation Districts and Taxes on Sales and Rentals

Arkansas' 75 conservation districts have many methods of raising money outside state appropriations. Some receive large sums from their county governments or collect voluntary taxes. Most districts hold a fundraiser or two each year, and some sell items year-round. This has led many districts to ask whether they should collect taxes on these sales. Here is a brief description of whether taxes should be collected on several different district activities.

Purchases by Districts.

Though some things such as private charitable organizations and federal agencies such as NRCS are specifically exempted by law from paying sales taxes on purchases, conservation districts are not. Even the sales tax exemption on farm equipment, such as no-till drills, does not apply to districts, since the exemption applies only where the buyer is a farmer.

Purchases by Districts for Resale

A District that wishes to purchase merchandise for resale without paying sales tax must have a sales tax permit. They have to provide their supplier with a Certificate of Resale, listing the District's sales tax permit number and states that the items are for resale. When the District sells the items, it must collect sales taxes. This type of exempt purchase for resale applies to districts regularly engaged in the established business of selling the merchandise. Ordinary, isolated sales of items for fundraising purposes don't qualify.

Taxes on Sales by Districts

Most districts conduct periodic sales to raise money, and some districts sell items on a more regular basis. The Arkansas Association of Conservation Districts obtained an opinion letter from the Department of Finance and Administration (DFA) on the issue of "fund raising drives which include the sale of items such as tee shirts, flower seeds, pecans, and trees." The DFA's answer states that these are "isolated sales not made by an established business" and are not subject to sales tax.

This exemption should cover most district money raising activities. If you have questions about a particular type of sale, please contact the Soil and Water Commission's legal staff.

Taxes on Fees Charged for Use of District-Owned Equipment

Many districts own equipment such as no-till seed drills and lend them to local farmers to encourage them to adopt new conservation practices. Sometimes minimal fees are collected. There is no single answer that will apply to every district. Please contact the Soil and Water Commission's legal staff for help with this issue.

These issues are very complicated, so please contact the legal staff of the Arkansas Soil and Water Conservation Commission or your district's accountant if you have questions.

Sample letter to be used to explain district tax status

Subject: Conservation district tax-exempt status

To Whom It May Concern:

Conservation districts are subdivisions of the government of the State of Arkansas, formed under Arkansas Code Annotated §§14-125-101—907.

Section 501(c)(3) of the Internal Revenue Code does not apply to public bodies. By its nature as a governmental unit, Districts are "tax-exempt" for state and federal income purposes.

Section 170(c) of the Internal Revenue Code provides that a contribution to a political subdivision of a state made for an exclusively public purpose is a tax-deductible "charitable contribution." Arkansas adopted the same provision in Ark. Code Ann. §26-51-419.

Please contact the legal staff of the Arkansas Soil and Water Conservation Commission at (501) 682-1611 if you have any questions.

Sincerely,

District Chairman

Arkansas Soil and Water Conservation Commission Rules and Regulations

The most up to date Commission Rules are available through the ASWCC Web site:

http://www.accessarkansas.org/aswcc/COMM_RULES.htm

Things to remember about the Arkansas Freedom of Information Act

The Arkansas Freedom of Information Act, Arkansas Code 25-19-101 *et seq.*, allows citizens of our state to have access to public records and to be present during public meetings.

This information is provided as a brief overview of the Act. If you have any questions or need help handling an information request, please call the Soil and Water legal staff.

Records

The public has the right to look at Conservation district records. It does not matter whether the records are on paper or on the computer. Requests do not have to be in writing. They may be made in person, by e-mail, and by telephone.

If a record is in “active use or storage” you have three days to provide access to it.

You do not have to search your records for the requested information or otherwise compile information. All you have to do is allow access to the records, a place to look at them, and a way to copy them during regular business hours. You may charge a “reasonable” copy fee.

Certain personnel records, such as district employees’ home addresses and Social Security numbers are exempt from disclosure.

Meetings

Any time two or more district directors discuss district business, the public has a right to know about the discussion and to be present. This applies even to casual conversations in the coffee shop.

Regular meetings should be announced through the media and notice must be provided to any citizens who request it.

Special meetings must be announced to newspapers and radio and television stations in your county at least two hours before they are to begin.

Executive sessions may be conducted by the district board in private to discuss employment, appointment, promotion, demotion, disciplining, or resignation of any public officer or employee. The purpose of the session must be announced beforehand, and decisions made in the session must be voted on in public after the board returns to regular session.

Chapter 5 – Continuing Education

CONTINUING EDUCATION DISCUSSION POINTS

1 MATCHING FUNDS QUALIFICATION

- a. What are the ASWCC rules relating to matching funds?
- b. Where can they be found?
- c. Developing a strategy for the coming year in order to meet your district's desired matching funds level.
- c. Will the above strategy continue to serve 3-5 years from now?
- e. If not, what adjustments will you make?

2. ELECTION/APPOINTMENTS

- a. Should Conservation District Directors be elected by the general public at the general election?
- b. Should eligibility for election/appointment require land ownership?
- c. Does the district law allow write-in candidates?
- d. Are ASWCC rules relating to election and appointments effective and do they work well in your districts?

Why? Why not?
- e. How should recruitment of directors take into consideration Equal Opportunity?

3. OPERATING PLAN AND BUDGET DEVELOPMENT

- a. Should districts develop a plan based on known funds or based on what should be done and then seek the funding?
How did your district do this last year?
- b. Using the budget development document found in the manual develop a budget and operating plan for the next 2 years that fits the method you Chose in #1.
- c. Prepare an annual report based on last year's annual plan.
- d. Your plan should point out areas that need to be addressed through the AACD resolution process. Develop at least one resolution to be presented at your area meeting.

- e. Should the annual plan take into consideration Equal Opportunity? If yes, how do you do it in your district? If no, why not?

Self Evaluation Questionnaire New District Directors

1. In what year did the Arkansas General Assembly first make a declaration regarding the states soil condition, the consequences of soil erosion and the necessary improvements?
a. 1973 b. 1937 c. 1941 d.1960

2. The "State Soil Conservation Committee" is now known as the;
a. Arkansas Department of Conservation,
b. Arkansas Department of Soil and Water,
c. Arkansas Soil and Water Conservation Commission,
d. Arkansas Commission of Soil and Water.

3. The Conservation District governing body shall consist of ----- directors;
a. 3 b. 4 c. 10 d.5

4. The _____ elected directors shall be qualified electors residing in the district,
a. 2. b. 3 c. 4 d. 1

5. The _____ appointed directors shall be persons who are owners of land within the district,
a. 2 b. 3 c. 4 d. 1

6. The term of office of each director shall be _____ years.
a. 4 b. 2 c. 3 d. 1

17. Are you interested in advancing in the Association?