

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL ASSOCIATION
OF CONSERVATION DISTRICTS
AND
THE UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE**

This Memorandum of Understanding is made and entered into by and between the National Association of Conservation Districts, hereinafter known as NACD and the U.S. Fish and Wildlife Service of the U.S. Department of the Interior, hereinafter known as the Service. It is made under the authority of the Fish and Wildlife Coordination Act as amended (16 U.S.C. 661 et seq.), the Fish and Wildlife Act of 1956 as amended (16 U.S.C. 742 et seq.), and the bylaws of NACD.

I. PURPOSE:

The purpose of the MOU is to establish a general framework for cooperation between NACD and the Service to:

- Encourage close working relationships between NACD and the Service, State associations of conservation districts, conservation districts, and their cooperators to accomplish goals in conservation matters of mutual concern, particularly in the management of Federal trust fish and wildlife species and their habitats.
- Facilitate accomplishment of conservation tasks as may be planned by NACD, the Service, State associations of conservation districts, conservation districts, and their cooperators throughout the United States, its territories, and possessions.
- Allow for the exchange of services, personnel, equipment and facilities to achieve goals of conservation matters of mutual concern to NACD and the Service.

II. STATEMENT OF MUTUAL INTEREST AND MUTUAL BENEFITS:

Founded in 1946, NACD is a private, nonprofit organization that serves as the national voice for the Nation's 3,000 conservation districts which are local subdivisions of State government. The mission of NACD is 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 the keys to successful management and protection of our natural resources. NACD supports local conservation districts to take

the lead role in the locally led conservation process.

The Service's mission is to work with others to conserve, protect and enhance the Nation's fish and wildlife and their habitats for the continuing benefit of the American people. The Service acts under the authority of a broad array of statutes including the Fish and Wildlife Coordination Act, the Fish and Wildlife Act, the Migratory Bird Treaty Act, the National Wildlife Refuge System Improvement Act, the Endangered Species Act, the Coastal Wetlands Planning, Protection, and Restoration Act, the North American Wetlands Conservation Act, and many others. Working nationwide with State wildlife agencies and other partners, the Service encourages voluntary proactive partnerships to restore and enhance the habitats of Federal trust fish and wildlife species.

NACD and the Service can attain mutual goals and objectives by working together through this MOU to identify conservation matters of mutual concern and extend their joint support to State associations of conservation districts, conservation districts, and their cooperators.

III. SCOPE OF WORK:

For a period herein set forth, NACD and the Service shall provide, to the best of their abilities, the necessary personnel, material, services and facilities to perform all things necessary for or incident to the performance of this MOU.

An Annual Work Plan will be developed mutually between NACD and the Service to help facilitate implementation of this MOU, and guide efforts to accomplish goals in conservation matters of mutual concern.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN NACD AND THE SERVICE THAT:

1. NACD and the Service will promote conservation matters of mutual concern with State associations of conservation districts, conservation districts, and their cooperators.
2. NACD and the Service will promote sound principles of fish and wildlife management on private lands and lands managed by the Service throughout the United States, its territories, and possessions, especially as this management pertains to Federal trust fish and wildlife species and their habitats. Such management will be consistent with sound principles of soil and water conservation.
3. NACD and the Service will encourage State associations of conservation districts, conservation districts, and their cooperators to carry out fish and wildlife management practices for Federal trust species and their habitats throughout the

United States, its territories, and possessions. Such practices may be delivered through the North American Waterfowl Management Plan, the Partners for Fish and Wildlife Program, the Coastal Program, and other similar voluntary proactive resource conservation programs.

4. Nothing in this MOU shall be construed as obligating NACD or the Service to expend appropriations or to enter into any contract or other obligation. Specific work projects or activities, however, may involve the transfer of money, services, or property between NACD and the Service. In these instances, separate mutually agreed upon cooperative agreements or contracts, subject to appropriate statutes, regulations, and policies will be required.
5. This MOU in no way restricts either party from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
6. This MOU shall become effective upon the date of final signature and shall continue for a period of 10 years. This MOU may be modified or amended upon written request of either party and concurrence of the other. This MOU may be terminated with 60-day written notice by either party.

V. SIGNATURES

For the United States Department of the Interior
Fish and Wildlife Service:

 _____, Director

January 28, 1999
Date

For the National Association of Conservation Districts:

 _____, President

1-28-99
Date