

Memorandum of Understanding

Between the

**United States Department of Agriculture, Natural Resources Conservation
Service (NRCS)**

Vermont Association of Conservation Districts (VACD)

Vermont Agency of Agriculture, Food and Markets (VAAFM)

United States Fish & Wildlife Service (USFWS)

**Poultney Mettowee Natural Resource Conservation District, representing the
Southern Vermont Nutrient Management Program (PMNRCD)**

University of Vermont Cooperative Extension (UVM Extension)

United States Department of Agriculture, Farm Service Agency (FSA)

**Vermont Agency of Natural Resources, Department of Environmental
Conservation (VANR- DEC)**

Lake Champlain Basin Program (LCBP)

This Memorandum of Understanding (MOU) is made and entered into by and between the NRCS, VACD, VAAFM, USFWS, PMNRCD, UVM Extension, FSA, VANR-DEC, and the LCBP, hereinafter referred to a “the Parties.”

I. Purpose

The purpose of this MOU is to strengthen cooperation among the Parties that result in coordinated interagency delivery of agriculture-related technical and/or financial conservation assistance to private landowners in the Lake Champlain watershed, to achieve measurable water quality and wildlife habitat improvements in the most efficient, cost-effective way possible, and provide the best possible service experience for farmers and other private landowners. This MOU will serve as a model for improved coordination statewide.

II. Background

On November 5, 1990, the Lake Champlain Special Designation Act was signed into law. It was sponsored by Senators Leahy and Jeffords from Vermont and Senators Moynihan and D'Amato from New York. The goal of the Special Designation Act was to bring together government agencies and other organizations with diverse interests in the Lake to create a comprehensive pollution prevention, control, and restoration plan for protecting the future of Lake Champlain and its surrounding watershed. The Act specifically required federal agencies to examine water quality, fisheries, wetlands, wildlife, recreational, and cultural

resource issues in the Basin. As result of this legislation the Lake Champlain Basin Program was established in 1991 and an initial plan for the Basin was developed.

Since that time, federal, state and local agencies have worked together to address a multitude of water quality priorities and to implement goals established in the phosphorus Total Maximum Daily Load (TMDL) for Lake Champlain. However, the water quality of Lake Champlain is still impaired. According to the 2008 Lake Champlain Basin Program report, lake-wide, agriculture accounts for approximately 38% of the non-point phosphorus load, and in the Missisquoi Bay watershed, it is estimated that 70% of the non-point source run-off is from agriculture. In addition, VANR-DEC develops basin plans every five years for the 17 major river basins in Vermont. These plans summarize current and past assessment, planning, and implementation activities. The plans integrate topics of special local importance with topics of special state importance, and makes management recommendations on these topics.

Role of Each Party as it relates to this MOU:

USDA Natural Resources Conservation Service (NRCS): NRCS provides technical and financial assistance to farmers and other private landowners to improve natural resources on their land. Assistance is provided using a voluntary approach and a variety of conservation programs.

USDA Farm Services Agency (FSA): FSA provides financial assistance to support farmers and ranchers through a variety of commodity, conservation, and disaster assistance programs, as well as loans to producers through direct assistance or guaranteed through other providers.

United States Fish & Wildlife Service (USFWS): The USFWS provides technical and financial assistance to private landowners to restore and improve habitat for important fish and wildlife species. The USFWS provides technical support to other resources conservation agencies and organizations.

Vermont Agency of Agriculture, Food and Markets: VAAFMM's mission is to facilitate, support and encourage the growth and viability of agriculture while protecting the working landscape, human, animal and plant health, consumers and the environment. Its Agricultural Resource Management Division implements Vermont's state agricultural water quality program, enforces rules for non point source agricultural waste and nutrient management and as well as medium and large farm operational permits. VAAFMM also provides technical and financial assistance to agricultural operations to improve water quality on their lands.

Vermont Agency of Natural Resources, Department of Environmental Conservation: The VANR-DEC Watershed Management Division's primary mission is to protect, maintain, enhance and restore the quality of Vermont's surface water resources. Inherent in this effort is the support of both healthy ecosystems and public uses in and on more than: 808 lakes and ponds; 7,100 miles of rivers and streams; and, 300,000 acres of wetlands that exist within the State of Vermont

Vermont Association of Conservation Districts: VACD is the membership association of Vermont's 14 Natural Resources Conservation Districts. VACD provides services to its members, facilitates state-wide dialogue among districts and technical partners, sponsors the

Envirothon, and implements technical and financial assistance programs aimed at improving water quality with financial support from state, federal and private partners.

Poultney Mettowee Natural Resources Conservation District (representing the Southern Vermont Nutrient Management Program (SVNMP)): The Conservation Districts individually and collaboratively as the SVNMP provide on-farm technical assistance and consultation in agricultural practices that will protect and improve water quality and assist in farm sustainability. Districts are completely non-regulatory. SVNMP relies on grant and contractual support for its employees and as a result, services can change. Current funding is guaranteed through 2013.

Lake Champlain Basin Program: The Lake Champlain Basin Program (LCBP) works in partnership with government agencies from New York, Vermont, and Quebec, private organizations, local communities, and individuals to coordinate and fund efforts which benefit the Lake Champlain Basin's water quality, fisheries, wetlands, wildlife, recreation, and cultural resources.

University of Vermont Cooperative Extension (UVM Extension): UVM Extension provides educational programs and practical information concerning Vermont communities, families and homes, farms, businesses, and the natural environment. Research based information is used to educate and assist people in a way that demonstrates a pathway to a more sustainable future.

The Parties to this MOU each individually provides technical and/or financial assistance to landowners in the watershed to plan and install conservation practices to address water quality. With recent increases in technical assistance funding provided to NRCS, UVM, VACD, USFWS, and the SVNMP, from a variety of sources, the Parties recognize a potential for overlap or duplication in addressing the most critical water quality problems in the watershed. Additionally, the Parties recognize that recipients of technical assistance from each of the Parties (farmers and other private landowners) may be confused about who is available to help, who is best to call, and how the Parties work together to develop one coordinated plan for each client.

The Parties recognize and agree that strengthened cooperation and coordination at both the leadership level and field level is paramount to ensure the most effective and efficient delivery of technical assistance to achieve desired water quality improvements in the lake and its tributaries. In addition, this MOU may provide a framework for enhanced planning at regional levels throughout the watershed. As needed, VANR-DEC will take the leadership to coordinate with all Parties at the mid-regional level to form technical advisory committees to address planning and implementation needs in specific sub-basins.

III. Responsibilities

JOINTLY, THE PARTIES AGREE TO:

Partnerships/Information Sharing

1. Develop an interagency team to review and develop a shared resource assessment process and agree on one template to collect resource information that meets the needs of all

parties while avoiding duplication and redundancy; and, develop an interagency format to report practice implementation and water quality outcomes.

2. Promote the delivery of timely, coordinated interagency technical assistance to landowners through actions such as co-location of agency staff at field offices and jointly funded positions.
3. Share information regarding priorities for technical and financial assistance.
4. Coordinate and share information, when legally permissible to do so, regarding conservation needs, practice implementation, and other information to assist in focusing resources for developing strategies, plans or other programs and projects, while protecting sensitive and private information of individual farms as required by applicable law.
5. Coordinate to ensure each Party's conservation programs are complementary and not inadvertently in conflict, avoiding duplication whenever feasible.
6. Collaboratively identify research studies and new approaches needed to support continued water quality improvements on watershed farms.

Training/Education/Outreach

7. Invest training in employees and contractors to provide them the tools needed to deliver conservation assistance in a coordinated fashion with all Parties.
8. Educate each other about our respective organizations and processes.
9. Develop joint outreach materials, as needed, to clearly identify the role of each agency and services/programs available.

MOU Implementation

10. At the leadership level, Parties agree to meet a minimum of two to three times per year to review and discuss actions needed to achieve the purpose of this MOU. Responsibility for organizing and facilitating meetings will rotate annually amongst the Parties.

Leadership will:

- a. Identify priority conservation needs in the region through information and data sharing, when legally permissible to do so, and through on-going dialogue.
 - b. Make recommendations for targeted programs to address these priorities.
 - c. Coordinate program implementation through joint planning and information sharing.
 - d. Identify obstacles to efficient and cost-effective program coordination and develop solutions to address them.
 - e. Coordinate efforts to measure program results and share this information honestly within the group.
 - f. Review recommendations from field staff and partners regarding policy changes that would facilitate water quality improvements.
 - g. Maintain strict confidentiality regarding specific program participants and publicly sensitive issues in accordance with applicable law; speak only for own organization in public settings.
11. At the local level, a minimum of three partnership teams will be formed to cover the northern, central and southern portions of the watershed, and will meet a minimum of

four times per year to achieve the purpose of this MOU. Subgroups may meet more frequently to facilitate coordination of efforts on specific projects. Leadership for organizing and facilitating the three local partnership teams will be assigned at the leadership level and will rotate amongst Parties on an annual basis.

Locally, teams will:

- a. Review and discuss local priority conservation needs in the region and develop a joint agency work plan.
- b. Openly and candidly review and discuss specific conservation projects where a coordinated team effort is needed to efficiently and effectively deliver technical assistance, identifying the appropriate role of each Party.
- c. Agree on next steps for each coordinated project – who will do what, where, by when; follow-up at subsequent meetings to track agreed-upon actions.
- d. Share data on practice implementation, when legally permissible to do so.
- e. Make recommendations to agency leaders regarding policy changes that would facilitate water quality improvements and the purposes of this agreement.
- f. Maintain strict confidentiality regarding specific program participants and publicly sensitive issues in accordance with applicable law; speak only for own organization in public settings.

IV. Financial Arrangements

- A. This MOU defines in general terms the basis on which signatory Party will cooperate, and as such, does not obligate the expenditure of any funds. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and expertise will be provided by each signatory Party to the extent that their participation is required and resources are available to achieve the products identified by the signatory Agency.
- B. This MOU is neither a fiscal nor funds obligation document. Any endeavor involving reimbursement or contribution of funds between parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be documented in separate agreements, with specific projects between parties articulated; separate agreements will reference this MOU.
- C. This MOU in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- D. Nothing in this MOU will obligate the Parties to expend appropriations or to enter into any contracts or other obligations.
- E. The Parties will handle their own activities and utilize their own respective resources, including the expenditure of funds, in pursuing joint objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

V. General Provisions

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- a) COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Parties and shall remain in effect for 5 years from the date of execution. This MOU may be extended, amended, or terminated upon written request of any Party and the subsequent written concurrence of the other Parties. In the event of termination by one or more of the Parties, the other Parties may either agree in writing to continue participation in this MOU or initiate a new MOU between them.
- b) PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- c) PRIVACY OF INFORMATION. Privacy of personal information relating to USDA natural resources conservation programs will be protected in accordance with Section 1619(b) of the Food, Conservation and Energy Act of 2008, the Privacy Act of 1974, and provisions of the Freedom of Information Act (FOIA), 5 U.S.C. 552. All Parties agree to sign a separate Section 1619 Agreement.
- d) RESPONSIBILITIES OF PARTIES. Each Party and its respective agencies and offices will handle its own activities and utilize its own resources, including the expenditure of its own funds, in pursuing these objectives. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner.
- e) LIABILITY. Each Party agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents, or employees, under this MOU, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the projects under and pursuant to this MOU. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80). The state of Vermont's liability and that of its employees shall be governed by the state of Vermont's tort claims provisions (12 V.S.A. §§ 5601-5606).
- f) PRINCIPAL CONTACTS. The principal contacts for this instrument are:

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Chuck Ross, Secretary
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Southern Vermont Nutrient Management Program
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Lake Champlain Basin Program
54 West Shore Road

Grand Isle, VT 05458
(802) 372-3213

- g) **NON-FUND OBLIGATING DOCUMENT.** Nothing in this MOU shall obligate the Parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- h) **ESTABLISHMENT OF RESPONSIBILITY.** This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States or against the State of Vermont, its agencies, officers and employees, or any person.
- i) **AUTHORIZED REPRESENTATIVES.** By signature below, the Parties certify that the individuals listed in this document as representatives are authorized to act in their respective areas for matters related to this agreement.
- j) **NON-DISCRIMINATION CLAUSE.** By signing this Memorandum of Understanding, the Parties mutually agree that the programs or activities provided for under this MOU will be conducted in compliance with all applicable Federal and State civil rights laws, rules, regulations, and policies.

THE PARTIES HERETO have executed this instrument.

USDA Natural Resources Conservation Service

By: Vicky M. Mew
Title: State Conservationist
Date: 1/10/2012

Vermont Association of Conservation Districts

By: [Signature]
Title: President
Date: 1/10/12

US Fish and Wildlife Service

By: [Signature]
Title: Western New England Complex Manager
Date: 1-10-2012

Vermont Agency of Agriculture, Food and Markets

By: [Signature]
Title: Secretary
Date: 1-10-12

VT Department of Environmental Conservation

By: [Signature]
Title: Commissioner
Date: 1/10/12

USDA Farm Service Agency

By: [Signature]
Title: State Executive Director
Date: 1-10-12

University of Vermont Extension

By: [Signature]
Title: Dean
Date: 1/10/12

Southern Vermont Nutrient Management Program

By: [Signature]
Title: District Manager
Date: 1/10/12

Lake Champlain Basin Program

By: [Signature]
Title: Basin Program Manager
Date: 10 January 2012

Witnessed:

By: [Signature]
Title: Deputy Undersecretary, Natural Resources and Environment, USDA
Date: 1.10.12