

MUTUAL AGREEMENT

Between the

UNITED STATES DEPARTMENT OF AGRICULTURE

The

(name of Tribal Nation)

And the

(name of Tribal Conservation District)

For their Cooperation in the Implementation of the Common Objectives and Goals of

USDA and the **(name of Tribal Nation)**

And the

(Name of Tribal Conservation District)

This Mutual Agreement (Agreement) is between the United States Department of Agriculture (USDA), the (name of Tribal Nation), and the **(name of Tribal Conservation District)**.

The authority of the Tribal Conservation District to enter into this Agreement is provided in **(reference associated Resolution[s])**, signed on **(Month, Date, Year)**.

USDA enters into this agreement pursuant to Executive Order 13175, Consultation and Coordination with Indian Tribal Governments, dated November 6, 2000; Memorandum of Understanding between the United States Department of the Interior and the United States Department of Agriculture and their various agencies, relative to planning and implementing community development and natural resources management and conservation programs on Indian lands, dated November 6, 2019.

STATEMENT OF PURPOSE

The parties have the common objective of helping people utilize and manage tribal 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 partners for the successful delivery of all USDA programs.

IT IS UNDERSTOOD THAT:

Broad-based community development and conservation programs delivered through the cooperation of USDA and the Tribe is vital to the protection of the natural resources, economic stability, and well-being of this country.

The parties reaffirm the relationship between USDA and the (Tribal Nation). The Secretary of Agriculture intends to continue, within the terms of the various statutes administered by USDA, to carry out broad programs of assistance encompassing technical, research, educational, and financial assistance to landowners and users. The parties also recognize and encourage a commitment from the Tribal Nation in aiding the administration, coordination, financing, and delivery of all USDA programs related to community development and natural resources management and conservation programs.

This agreement is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States or the (name[s] of participating tribal entities) or their agencies, officers, appointees, elected officials or any person.

USDA and the (name[s] of participating tribal entities) and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

Nothing in this Mutual Agreement shall obligate either USDA or the (name[s] of participating tribal entities) 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 USDA and the (name[s] of participating tribal entities) 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 Agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

This Agreement takes effect upon the signature of USDA and the (name[s] of participating tribal entities) and shall remain in effect for a time period of no more than 5 years from the date of execution. This Agreement may be extended or amended upon written request of either USDA or the (name[s] of participating tribal entities) and the subsequent written concurrence of the other(s). Either USDA or the (name[s] of participating tribal entities) may terminate this Agreement with a 60-day notice.

This Agreement 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, its agencies, its officers, or any person.

The parties will encourage other community development and natural resources related agencies to develop similar agreements.

UNITED STATES DEPARTMENT OF AGRICULTURE

By: _____

Secretary of Agriculture

Date



(NAME OF PARTICIPATING TRIBAL ENTITY/ENTITIES)

By: _____

Position of Signatory (Example: Tribal President/Chief)

Date

(NAME OF TRIBAL CONSERVATION DISTRICT)

By: _____

Representative Title

Date



Natural Resources Conservation Service
U.S. DEPARTMENT OF AGRICULTURE
