

USACE-NCRS-2022-01
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATURAL RESOURCES CONSERVATION SERVICE
AND
THE U.S. ARMY CORPS OF ENGINEERS
REGARDING
WATER AND RELATED NATURAL RESOURCES

ARTICLE I – PURPOSE

This Memorandum of Understanding (MOU) facilitates and promotes the long-term working relationship between the Natural Resources Conservation Service, (hereafter "NRCS") and the U.S. Army Corps of Engineers (hereafter "USACE"), collectively "the Agencies." The Agencies enter into this MOU to encourage their collaborative efforts toward improving the management of water and related natural resources under their respective missions and authorities.

ARTICLE II – BACKGROUND

In 2005, the Agencies entered into a partnership agreement in which they intended to work together in: 1) watershed planning and support for project installation; 2) wetlands creation, restoration, and enhancement; and 3) natural disaster recovery. The Agencies updated the agreement in 2011. This MOU further updates and expands on the partnership principles listed herein.

The Natural Resources Conservation Service (NRCS) provides technical and financial assistance to private landowners, State and local units of government, Tribes, and other Federal agencies, and technical assistance to international governments through a partnership effort to conserve, maintain, and enhance natural resources and the environment.

The U.S. Army Corps of Engineers (USACE) provides planning, design, and construction services to civil and military customers, state and local agencies, and other agencies worldwide. In addition, the USACE develops, manages, regulates and protects water and related land resources and provides numerous associated recreational opportunities to the public.

The Agencies are charged with carrying out policies and programs related to integrated water resources management. The Agencies recognize that the policies, programs, plans and activities they use to carry out their respective responsibilities may significantly affect the other Agency and its constituencies.

There are frequently opportunities for the Agencies to cooperate under their respective jurisdictions as well as to provide each other with needed services and technical expertise.

Cooperative management and technical assistance efforts help to: improve the management and protection of natural resources; improve public services and recreational opportunities; provide a better understanding of each Agencies' goals, objectives, and programs; and help minimize misunderstandings and conflicts between the agencies.

ARTICLE III – AUTHORITY

The Agencies shall only conduct activities contemplated in this MOU in accordance with their respective existing authorities. If any provisions of this MOU are determined to be inconsistent with existing laws or regulations or directives governing the signatories, the provisions of this MOU not affected by a finding of inconsistency shall remain in full force and effect.

ARTICLE IV – UNDERSTANDING OF THE AGENCIES

1. Through this MOU, the Agencies express their desire to work collaboratively toward the following mutual goals:

- A. Establish and maintain a framework for communication and coordination between officials and staff at all levels of both Agencies (i.e., exchange of information, knowledge, and experiences);
- B. Improve public services and recreational opportunities, water management, and the conservation of related natural resources;
- C. Review Agencies' plans, programs, and activities as early as possible to minimize conflicts, maximize synergy, and facilitate efforts to address water resources needs;
- D. Use NRCS expertise in applying upstream systems and conservation practices to enhance the effectiveness of appropriate downstream USACE water resources projects; and
- E. Strive to provide integrated water resources management and related natural resources conservation in compliance with Executive Order 13352, Facilitation of Cooperative Conservation.
- F. Strive to offer opportunities to the other for early coordination when modifying significant policies and procedures affecting subject areas of this agreement impacting the programs and mission of the other Agency.

2. In furtherance of the goals outlined in paragraph 1, joint research and collaboration activities may include efforts such as:

- A. Review of existing authorities and programs to identify areas of mutual concern and potential collaboration and thereby facilitate watershed planning and implementation through the examination of such potential topics as:
 - i. Improved Agency coordination in water resources activities;
 - ii. Collaboratively identify systems approaches and potential pilot projects for managing sediment;
 - iii. Coordinate models, tools, and technologies related to water and natural resources planning;
 - iv. Identify innovations in and impediments to collaborative watershed approaches;
 - v. Technology exchange for improved watershed planning and training;
 - vi. An integrated process to assist sponsors of watershed projects in obtaining permits as required by Section 404 of the Clean Water Act; and
 - vii. Safety assurance of new and existing dams, levees, and other built and managed water control structures and features through improved technology, services, and exchange of expertise and data.

- B. Wetland creation, restoration (including coastal restoration), and enhancement through the examination of such potential topics as:
 - i. Identification of aquatic resources projects and programs so as to highlight their importance;
 - ii. Processes by which to coordinate wetlands projects and programs between the Agencies; and
 - iii. Wetland and aquatic resource training and related technology exchanges.

- C. Rapid and efficient recovery (including restoration) from disasters impacting natural resources through the examination of such potential topics as:
 - i. Areas of responsibility pertaining to disaster recovery;
 - ii. Updating existing emergency management agreements for Presidentially declared disasters;
 - iii. Coordination of disaster recovery activities between the Agencies and with the Federal Emergency Management Agency (FEMA); and
 - iv. Response to major floods, including recovery actions requiring coordinated response for Flood Control and Coastal Emergencies (FCCE) and Emergency Watershed Protection (EWP) Program activities.

- D. The improvement of water quality, management and supply and the examination of other water-related concerns.

- E. Coordination, streamlining, and updating of regulatory compliance regarding wetlands conservation (e.g., compliance with the Swampbuster provision of the Food Security Act of 1985 [Pub. L. 99-198] and reporting requirements of section 404 Clean Water Act) as

well as policies and procedures, as appropriate.

- F. Coordination of programs and activities that promote wise use of floodplains. Activities include participation in the Federal Interagency Floodplain Management Task Force, the National Silver Jackets team, and other mechanisms for collaboration and coordination of floodplain and flood risk management.
- G. Coordination of any other programs related to wise management and stewardship of natural resources, including invasive species management, restoration projects, special events coordination, terrestrial management, and the sharing of environmental, agricultural, engineering, and construction expertise.

3. In furtherance of the goals identified in paragraph 1, each Agency will strive to coordinate with the other to:

- A. Maintain its own points-of-contact list that includes individuals and offices responsible for programs and areas of mutual interest. The list should seek to identify regional and national points of contact for specific geographic and functional scopes of activities and seek to identify positions within each of the agencies to serve as first points of contact for any activities within the defined scopes of interest.
- B. Have the NRCS State Conservationists and USACE District Engineers serve as the primary conduits of field coordination. For regional level coordination, NRCS Regional Conservationists and USACE Division Commanders will serve as the primary conduits. To encourage communication, the Agencies will strive to:
 - i. Issue guidance from their respective headquarters through Regional Conservationists to NRCS State Conservationists, and through Division Commanders to USACE District Engineers encouraging communication and providing examples of success stories;
 - ii. Publicize through newsletters, websites, etc. examples of NRCS/USACE collaboration resulting from planned District/State communications; and
 - iii. Provide points of contact by subject matter for each State NRCS Office and each USACE District.

ARTICLE V - PERSONNEL

1. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel unless otherwise agreed to. Each Party is responsible for supervision and management of its personnel.
2. Lead responsibility for overall coordination and implementation of the MOU will be assigned as follows:

Primary Point of Contact for NRCS:
Robert Gosnell, Liaison to USACE
National Water Management Center
101 East Capitol Ave.
Suite B-100
Little Rock, AR 72201-3811

Primary Point of Contact for USACE:
Paul Gagnon, Liaison to NRCS
Institute for Water Resources
Casey Building
7701 Telegraph Road
Alexandria, VA 22315

Secondary POC for NRCS:
Timothy Wilson, Acting Director
National Water Management Center
101 East Capitol Ave.
Suite B-100
Little Rock, Ar. 72201-3811

Secondary POC for USACE:
Joe Manous, Director
Institute for Water Resources
Casey Building
7701 Telegraph Road
Alexandria, VA 22315

3. National Team. The Agencies will endeavor to establish a National Team to coordinate activities, identify needs, present findings, and document agency leadership decisions in support of this agreement.
4. Project Field Implementation Teams. The Agencies will support and encourage the establishment of Project Field Implementation Teams to serve as pilot projects for implementing innovations, removing impediments to the NRCS/USACE partnership efforts, and engaging and supporting local leadership in solving water and natural resources problems. As of the date of this MOU, the National Water Management Center and the Institute for Water Resources will serve as office points of contact for these teams for NRCS and for USACE, respectively, as per Article V, paragraph 2 above.
5. Liaison Designation. The Agencies will strive to continue their designation of liaison positions. Liaisons will provide staff support to help carry out actions identified through the MOU. As of the date of this MOU, the National Water Management Center and the Institute for Water Resources will serve as Liaisons for NRCS and for USACE for USDA NRCS and for USACE, respectively, as per Article V, paragraph 2 above.
6. National Points of Contact. National points of contact will be established by each Agency by subject matter for coordination on program and technology issues. Points of Contact will be reviewed annually and kept current.

ARTICLE VI – NON-BINDING ARRANGEMENT

Nothing in this MOU shall be construed as obligating the Agencies to perform any activity contemplated herein or to expend any funding in support of this MOU.

ARTICLE VII - GENERAL PROVISIONS

1. **Funds and Manpower:** This MOU neither documents nor provides for the exchange of funds or manpower between the Agencies nor does it make any commitment of funds or resources. Any exchange of funds or manpower between the Agencies must be made by separate agreement and under specific statutory authority; this MOU does not provide such authority. This MOU neither authorizes, nor intends to obligate the Agencies to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Further, no provision of this MOU will be interpreted to require obligation or payment of funds in violation of 31 U.S.C. §§ 1341, 1517.
2. **Enforcement:** Nothing in this MOU may be construed to obligate the Agencies or the United States to any current or future expenditure of resources. Each Agency will handle its own activities and use its own resources, including the expenditure of its own funds, in pursuing the objectives enumerated in this MOU. Each Agency will carry out its separate activities in a coordinated and mutually beneficial manner, consistent with any applicable laws, regulations or policies. Nothing in this MOU is intended to alter, limit, or expand the Agencies' statutory or regulatory authorities. Nothing in this MOU is intended to create any substantive or procedural right or benefit enforceable at law by any party against the United States, its agencies, its officers, or any person.
3. **Endorsement:** Nothing in this MOU may be interpreted to imply that the United States or its agencies endorse any of the agencies' products, services, or policies.
4. **Exclusivity:** This MOU in no way restricts the Agencies from participating in similar activities or arrangements with other public or private agencies, organizations or individuals. Nothing in this MOU shall be construed as affording the Agencies any preferential treatment, exclusive rights or privileges.
5. **Trademarks and Promotion:** USACE does not permit the use, reproduction, copying or redistribution of its brands, trademarks, and logos without written permission from the Department of the Army. NRCS will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to the agencies, or the name or title of any employee of the agency in connection with this agreement.
6. **Modification of MOU:** This MOU may only be modified by the written mutual agreement of the Agencies, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date for progress in planning, implementing and evaluating the success of projects undertaken as a result of this MOU.
7. **Disputes:** Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Agencies.

8. Transferability: This MOU is not transferable except with the written mutual consent of the Agencies.

9. Entire Understanding: It is expressly understood and agreed that this MOU embodies the entire understanding between the Agencies regarding the MOU's subject matter.

10. Severability: Nothing in this MOU is intended to conflict with current law, regulation, or Agency policies. If a term of this MOU is inconsistent with such authority or policy, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

11. Cancellation of the 1986 Memorandum of Agreement: It is expressly understood and mutually agreed that this MOU supersedes and constitutes a cancellation of the Memorandum of Agreement between the Soil Conservation Service, Department of Agriculture and the Department of the Army signed by the Department of the Army on May 15, 1986 and by the Soil Conservation Service, predecessor agency to NRCS, on May 20, 1986.

ARTICLE VIII – EFFECTIVE DATE AND TERMINATION

This MOU takes effect beginning on the day after the last Agency signs and shall remain in effect for five (5) years from such date, unless it is terminated earlier by one of the Agencies. This MOU may be terminated, without cause, by either party upon sixty (60) days written advance notice.

ARTICLE IX – AUTHORIZING SIGNATURES

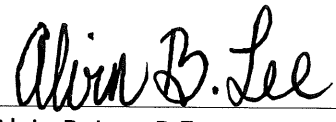
By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

Natural Resources Conservation Service

U.S. Army Corps of Engineers



Terry Cosby
Chief, Natural Resources
Conservation Service



Alvin B. Lee, P.E.
Director of Civil Works

DATE: 04-05-2022

DATE: 5 APR 2022