

MUTUAL AGREEMENT

between the

UNITED STATES DEPARTMENT OF AGRICULTURE

the

_____ **Native Village/ Tribe/ Nation**

and the

_____ **Tribal Conservation District**

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

and the

_____ **Native Village/Tribe/ Nation**

and the

_____ **Tribal Conservation District**

This Mutual Agreement (Agreement) is between the United States Department of Agriculture (USDA), the _____ Native Village/ Nation/ Tribe (Tribe) and the _____ Tribal Conservation District (District).

Pursuant to the constitution of the _____ Native Village/ Nation/ Tribe, Article ___ Section ___, the _____ Tribal Council has the power to negotiate with Federal, State, and local governments on behalf of the Tribe. The authority of the District to enter into this agreement is provided in Tribal Council Resolution No. _____.

The 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 December 6, 2006.

STATEMENT OF PURPOSE

The parties have the common objective of helping people to 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 the 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 the USDA and the Tribe. The Secretary of Agriculture intends to continue, within the terms of the various statutes administered by the 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 Tribe 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, its agencies, its officers, or any person.

The Department of Agriculture and [insert name of other party or parties] 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 MOU shall obligate either the Department of Agriculture or [insert name of other party or 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 Department of Agriculture and [insert name of other party or 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.

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

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, 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: _____

_____ Native Village/ Nation/ Tribe

By: _____

Tribal President

Date: _____

_____ TRIBAL CONSERVATION DISTRICT

By: _____

Conservation District Chairperson

Date: _____