

## **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 (VAAFAM)  
United States Fish & Wildlife Service (USFWS)  
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)  
Vermont Housing and Conservation Board (VHCB)**

This Memorandum of Understanding (MOU) is made and entered into by and between the NRCS, VACD, VAAFAM, USFWS, UVM Extension, FSA, VANR-DEC, LCBP and the VHCB, hereinafter referred to as "the Parties."

### **I. Authorities**

CTA – Soil and Water Conservation; 16 U.S.C. 590a-590f, 590g, CFDA 10.902  
EQIP - Environmental Quality Incentives Program; 16 U.S.C. 3839aa 3839aa-9, CFDA 10.912  
ACEP ALE/WRE - Agricultural Conservation Easement Program 16 U.S.C. 3865 et seq., CFDA 10.931

### **II. 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 Vermont, 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.

### **III. 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 2015 Lake Champlain Basin Program report and 2015 TMDL, lake wide, agriculture accounts for approximately 41% of the non-point phosphorus load and, in the St. Albans Bay watershed, it is estimated that approximately 62% of the non-point source phosphorus load is from agriculture. In addition, VANR-DEC develops basin plans every five years for the 15 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. In addition, in 2015, NRCS initiated a strategic watershed planning process that will target funds each year to HUC 12 High Priority watersheds that is coordinated with partners to this MOU, and is aligned with and formally incorporated into the river basin plans developed by DEC.

Additionally, the State of Vermont has recently passed agricultural regulations in order to meet the water quality goals established in the Lake Champlain TMDL, as well as other localized TMDLs. Since these regulations will affect farms throughout the State, and intentional coordination is needed among the organizations party to the MOU throughout the State, it is important for this MOU to cover the entire State of Vermont.

### **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, improvements that often provide additional water quality benefits. The USFWS provides technical support to other resources conservation agencies and organizations. USFWS will serve as a USDA Cooperator under this MOU to provide technical assistance to landowners to protect, enhance, and restore fish and wildlife habitat on private lands in Vermont, in concert with USDA programs such as ACEP-WRE and CREP.

#### Vermont Agency of Agriculture, Food and Markets (VAAFAM):

VAAFAM'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. VAAFAM also provides technical and financial assistance to agricultural operations to improve water quality on their lands. Non-regulatory staff in VAAFAM will serve as USDA Cooperators under this MOU to assist landowners with identifying resource

concerns; providing engineering assistance and other forms of technical assistance to address critical water quality improvements needed on farms; and providing financial assistance under programs authorized by Vermont statute, frequently but not always, in combination with financial assistance through USDA.

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

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. Non-regulatory staff in VT ANR DEC will serve as a USDA Cooperators by coordinating with NRCS on the development and implementation of river basin plans that address the agricultural improvements needed in HUC 12 high priority watersheds throughout VT.

Vermont Association of Conservation Districts (VACD):

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. VACD will serve as a USDA Cooperator by providing technical assistance to agricultural producers to address water quality improvements.

Lake Champlain Basin Program (LCBP):

The 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.

Vermont Housing and Conservation Board:

VHCB was created in 1987 with the dual goals of creating affordable housing for Vermonters, and protecting Vermont's agricultural lands, forestland, important natural areas, historic properties, and recreation lands. VHCB's Farm Viability (now Farm & Forest Viability) program was established in 2003 to provide business planning and technical assistance to farmers and agriculture and forestry-related businesses. In 2012, protection of surface waters was added to VHCB's enabling statute. VHCB works in partnership with housing, conservation and viability partners statewide – state and federal agencies, towns, land trusts, housing non-profits, and many other organizations - to achieve its mission. VHCB will serve as a USDA Cooperator by providing financial assistance to acquire conservation easements on VT farms. VHCB will also prioritize technical assistance through their Farm Viability Program to producers who are working to achieve water quality improvements and/or enrolled in a conservation easement program.

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. Extension will serve as a USDA Cooperator by providing technical assistance through general outreach, education, on-farm demonstrations; and directly to USDA program participants in support of nutrient management, reduced tillage, cover crops, grazing practices and other related

conservation practices needed to improve water quality while maintaining farm sustainability. UVM will also prioritize technical assistance through their Farm Viability Team to producers who are working to achieve water quality improvements and/or enrolled in a conservation easement program.

The Parties to this MOU each individually provide 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 VAAF, from a variety of sources, the Parties recognize both opportunities for complementary projects, and 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.

#### IV. Responsibilities

Jointly, the Parties agree to:

##### Partnerships/Information Sharing:

1. Develop an interagency team to review and update 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. Specific resources including office space and personnel will be determined through subsequent agreements (See section V - a.)
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. Only those parties to this MOU identified as a USDA Cooperator and who sign a separate 1619 Agreement will be provided data on individual farms per this MOU.
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. Training opportunities within an individual party will be extended (to the extent possible) to employees and contractors of the other parties so that conservation assistance can be delivered in a coordinated fashion.
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 1-2 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 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 four partnership teams will be formed to cover the northwestern, northeastern, central and southern portions of the state, and will meet a minimum of 3 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 four 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.

#### V. FINANCIAL ARRANGEMENTS

1. 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.
2. 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.
3. This MOU in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
4. Nothing in this MOU will obligate the Parties to expend appropriations or to enter into any contracts or other obligations.
5. 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.

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

1. **COMMENCEMENT/EXPIRATION/TERMINATION.** The period of performance will commence upon the date of final signature by the NRCS State Conservationist and shall expire on December 31<sup>st</sup>, 2022. This MOU may be amended or terminated upon written request of any Party and the subsequent written concurrence of the other Parties, however the period of performance for this MOU may not be extended beyond December 31<sup>st</sup>, 2022. 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.
2. **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.
3. **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.
4. **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.
5. **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).

PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Vicky M. Drew, State Conservationist  
USDA Natural Resources Conservation Service  
356 Mountain View Drive, Suite 105  
Colchester, VT 05446/ (802) 951-6795

Jill Arace, Executive Director  
Vermont Association of Conservation Districts  
PO Box 566  
Waitsfield, VT 05673/ (802) 496-5162

Andrew Milliken, Western New England Complex  
Manager  
US Fish and Wildlife Service  
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Essex Junction, VT 05452/ (802) 872-0629 Ext.12

Anson Tebbetts, Secretary  
Vermont Agency of Agriculture, Food and  
Markets  
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Emily Boedecker, Commissioner  
VT Department of Environmental Conservation  
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Wendy Wilton, State Executive Director  
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Chuck Ross, Director  
University of Vermont Extension  
19 Roosevelt Highway, Suite 305  
Colchester, VT 05446/ (802) 656-2990

Gus Seelig, Executive Director  
Vermont Housing & Conservation Board  
58 E. State Street  
Montpelier, VT 05602/ (802) 828-3250

Eric Howe, Basin Program Manager  
Lake Champlain Basin Program  
54 West Shore Road  
Grand Isle, VT 05458/ (802) 372-3213

6. 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.
7. 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.
8. 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: Vicki M. Drew  
Title: State Conservationist  
Date: 1/12/18

**Vermont Association of Conservation Districts**

By: [Signature]  
Title: Executive Director  
Date: 1/12/2018

**US Fish and Wildlife Service**

By: [Signature]  
Title: Western New England Complex Manager  
Date: 1/12/2018

**Vermont Agency of Agriculture, Food and Markets**

By: [Signature]  
Title: Secretary  
Date: 1/12/18

**Vermont Department of Environmental Conservation**

By: [Signature]  
Title: Commissioner  
Date: 1/12/18

**USDA Farm Service Agency**

By: [Signature]  
Title: State Executive Director  
Date: 1/12/18

**University of Vermont Extension,**

By: [Signature]  
Title: Director  
Date: 1-12-18

**Vermont Housing & Conservation Board**

By: [Signature]  
Title: Executive Director  
Date: 1/12/18

**Lake Champlain Basin Program**

By: [Signature]  
Title: Basin Program Manager  
Date: 1/12/18