Memorandum of Agreement (MOA)

Between

Natural Resources Conservation Service (NRCS), Nevada State Office

And

Farm Service Agency (FSA), Nevada State Office

For Provision of the Technical Assistance for the Emergency Conservation Program (ECP)

Through April 20, 2014

I. Purpose

The purpose of this MOA is to provide for the implementation, cooperation, expectations, and responsibilities between NRCS and FSA in carrying out technical assistance for the ECP.

II. General Provisions

Technical assistance is needed for the implementation of ECP. FSA has determined that NRCS has personnel with expertise who can provide technical assistance needed for the implementation of the ECP.

III. Authority

The authorities for FSA and NRCS to enter into this agreement and NRCS to provide technical assistance for ECP are the Economy Act (31 U.S.C. § 1535), sections 401-405 of the Agricultural Credit Act of 1978 (16 U.S.C. § 2201-2205), the Soil Conservation and Domestic Allotment Act (16 U.S.C. 590a-590g), and the regulations at 7 CFR parts 610 and 701. Other authorities may also apply.

IV. Responsibilities

NRCS and FSA agree, subject to the availability of funds, that:

A. NRCS will:

1. As directed by FSA, provide technical assistance both directly or through NRCS-approved Technical Service Providers (TSP) and assure all technical work done will meet NRCS technical requirements, including the National Planning Procedures Handbook for conservation planning and the Field Office Technical Guide (FOTG) requirements for conservation practices and systems.

2. Submit to the appropriate FSA State Office a statement of actual costs incurred in providing the technical services during the fiscal year, using NRCS-FNM-15. List AD-672 agreement number on NRCS-FNM-15.

3. Adhere to FSA environmental and cultural resource policy in FSA's Environmental Quality Programs Handbook 1-EQ regarding compliance with the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), Endangered Species Act (ESA), Clean Water Act, and all other applicable Federal, State, Tribal, and local environmental laws, regulations, and Executive Orders.. NRCS will be responsible for completing, NRCS form CPA-052, or State modified version of the CPA-052, to document the potential environmental impacts associated with the proposed ECP contract and associated conservation practices and for recommending further action by FSA to complete their regulatory responsibilities.

4. Supply FSA with available information supporting the recommendations and findings on the NRCS CPA-052, Environmental Evaluation Worksheet or State modified version. FSA will complete required consultation before signing the NRCS CPA-052 form or State modified form and carry out such consultation with the SHPO and Tribal governments or their THPOs. This will ensure FSA will make an informed decision regarding the effects if its proposed action and any alternatives considered. NRCS field staff will provide information extracted from existing and available cultural resources review forms that are in NRCS files, relevant endangered species and/or critical habitat lists, and all other best available information that is necessary for FSA to make an informed decision. NRCS shall provide FSA either copies of the cultural resources data forms

from NRCS files or a list of documentary records, files, and other information resources accessed and checked for FSA. If necessary, NRCS will recommend additional records or resources that FSA may want to check prior to entering into SHPO or Tribal consultation or making final NHPA Section 106 decisions. These data shall be provided on the CPA-052 or State modified version.

B. FSA has overall program authority and responsibility and will:

1. Administer all ECP contracts, including compliance determinations.

2. Hold in FSA State Office reserve, from ECP funds allocation to the State, an amount adequate but not greater than 10 percent of the funds allocated to the State, to reimburse NRCS for technical assistance.

3. Serve as the lead agency for purposes of complying with the provisions of the NEPA, NHPA, ESA, and other applicable laws, Executive Orders, and regulations as provided for in FSA's Environmental Quality Programs Handbook 1-EQ and 7 CFR part 799.

4. Complete all consultations with the State Historic Preservation Officer, Tribal Historic Preservation Officer, Tribal governments, as required of the lead agency, and all findings of historic property National Register of Historic Places eligibility and effects to these properties, as required by the Advisory Council on Historic Preservation (ACHP) regulations at 36 CFR Part 800. FSA will make the final determination of finding of effects in regards to the potential impacts to the environment, determinations of eligibility and effect and decisions on appropriate treatments regarding cultural resources related to the proposed ECP contract and associated conservation practices according to regulations at 36 CFR part 800.2(a)(2).

5. Complete all consultations with the U.S. Fish and Wildlife Service and National Marine Fisheries Service, as required by the lead agency, including the development of Biological Assessments or other documentation as deemed appropriate in order to make and support the determination of finding of effects in regards to the potential impacts to the environment, and effect and decisions on appropriate treatments regarding at-risk species and other natural resource concerns related to the proposed ECP contract and associated conservation practices.

C. NRCS and FSA agree:

1. ~~To fully comply with the information gathering provisions of~~ section 1619 of the Food, Conservation, and Energy Act of 2008, 7 U.S.C. 8791(b), section 1244(b) of the Food Security Act of 1985, 16 U.S.C. 3844(b), the Privacy Act, the Freedom of Information Act, and related acts concerning privacy and the dissemination of records.

2. To enter into a state-level reimbursable agreement (Form AD-672) at the beginning of each fiscal year based on the life of this MOA and any amendments hereto, for ECP technical assistance.

3. To amend Form AD-672, as deemed necessary by FSA, based upon current funds held in reserve for technical assistance by the FSA State Office.

4. To cooperate at all levels to ensure consistent implementation of ECP policies and procedures. When differences occur, the parties will provide information and recommendations to the next level (i.e. county offices would forward information and recommendations to the State offices, State offices would forward information and recommendations to NHQ). The Chief, NRCS, and Administrator, FSA, have final authority for ensuring consistent implementation of ECP policies and procedures.

5. That this MOA may be terminated at any time by one party providing 30 days written notice. Should this MOA be terminated, billing will be submitted for services rendered.

6. This MOA will run for a period of 5 years from date of execution.

7. This MOA may only be modified by amendment duly executed by the Nevada State Executive Director of FSA and the Nevada State Conservationist of NRCS.

8. All funding commitments in this MOA are subject to the availability of funds. In the event that adequate funding is not made available, FSA and NRCS may terminate their responsibilities under this agreement as agreed to under the termination clause of this agreement.

NATURAL RESOURCES CONSERVATION SERVICE

4/20/9

Bruce Petersen — Date

Nevada State Conservationist, NRCS

FARM SERVICE AGENCY

4/20/09

Gus Wegren — Date

Nevada Acting State Executive Director, FSA

Attachment A

ECP Funding as of 04/14/2009 for FY 2009

County	Drought Total Allotted Funds	County Funds	NRCS Funds
Humboldt (32-013) Lander (32-015)	205,000	184,500	20,500
Washoe (32-031) NW Nye (32-023)	60,000	54,000	6,000
Lyon (32-019) Mineral (32-021)	105,000	94,500	10,500
Totals	370,000	333,000	37,000

* All Counties approved for EC6 and EC7 Practices. NRCS is providing Technical Assistance for EC6 Permanent Practices

Please Contact Chuck Buzzard, Nevada State FSA for all billing questions and instructions

Chuck Buzzard
1755 E. Plumb Lane
Suite 202
Reno, NV 89502
(775) 784-5411 Ext 111

Memorandum of Agreement

AGREEMENT NUMBER 68-9327-9-02

AGENCY: USDA NRCS, NEVADA

ENTITY: Farm Service Agency

4/21/09

Copy to FNM Copy to Elaine AMOUNT **$ 5,000.00**
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