

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MARYLAND DEPARTMENT OF AGRICULTURE
AND
THE SOIL CONSERVATION SERVICE, USDA

This agreement is made and entered into by the Maryland Department of Agriculture (“Department”) and the Soil Conservation Service, USDA (“Service”) for the purpose of defining roles and responsibilities of each agency, and to direct their mutually cooperative efforts to achieve the conservation and protection of soil, water and related resources through the optimum use of state and federal resources.

WHEREAS: The Department is the State agency responsible for implementing the State’s soil and water conservation program to further the control of agriculturally related soil erosion and nonpoint source water pollution; and

WHEREAS: The Department supports soil conservation districts which are political subdivisions of the State with the responsibility for developing and implementing a program to encourage the wise use and conservation of soil, water and related natural resources and for assisting land owners, land users, communities and units of government to plan and apply conservation measures necessary to protect, improve, maintain or preserve soil, water and related natural resources; and

WHEREAS: The mandate of the Service is to provide national leadership in the conservation and wise use of soil, water and related natural resources through a balanced cooperative program that protects, restores and improves these resources; and

WHEREAS: The Service provides technical assistance to help individuals, groups, organizations and units of government conserve, improve and protect soil, water and related natural resources through soil conservation districts,

Therefore, the parties agree to cooperate according to the terms of this agreement.

THE SERVICE WILL:

1. Provide technical supervision to MDA employees assigned to field offices to ensure that employees will perform in an efficient and professional manner.
2. Provide technical training for MDA employees as approved by the Department. This will include on-the-job training, workshops, seminars and formal training courses.
3. Direct its employees to work with the designated administrative supervisor in the District Office in obtaining approval of training, official job duties, work hours and activities related to procedural operation for Department employees. In addition work assignments given to Department employees will be directed towards meeting the priorities and goals previously agreed to by the Department and Service.
4. Assist in the preparation of individual development plans (training) for the Department’s District employees.

5. Develop and maintain the technical standards and specifications that are identified as needed by and for, both the Service and Department.
6. Provide evaluations of the technical work of Department employees as requested by and in cooperation with the administrative supervisor.
7. Assume responsibility for quality spot checks for work performed by MDA employees to assure compliance with Service standards and specifications.

THE DEPARTMENT WILL:

1. Direct Department employees assigned to local Districts to conform to Service technical standards and specifications when performing technical conservation work;
2. Direct Department employees assigned to a local district to accept the technical direction of the District Conservationist or senior technical staff of the Service as identified in the employees' official position description;
3. Authorize Department employees assigned to local districts to provide secretarial assistance to Service staff as documented in official position descriptions established by the Department in cooperation with the district Board of Supervisors.
4. Provide for the administrative supervision of Department employees, to include keeping of records of time and performance and provision of information regarding Departmental personnel and administrative regulations and procedures;
5. Request recommendations from the Service supervisory personnel providing technical direction to Department employees, as needed to evaluate performance and identify training needs,
6. Cooperate with the Service in the development and scheduling of training for employees assigned to Districts;
7. Require Department employees to maintain activity and progress records as agreed upon by the Department and Service.

THE SERVICE AND THE DEPARTMENT WILL:

1. Cooperate in the identification of statewide priorities and goals to develop a State plan of action and inventory of mutual needs.
2. Cooperate in the development and maintenance of conservation activity record keeping and reporting systems responsive to the needs of each party;
3. Provide for the coordination of activities at the State, Area and District level through establishment and maintenance of regular communication between the State office and Department headquarters, between Area Conservationist and Area Coordinators and between Departmental managerial employees and the service District Conservationists;

4. Cooperate in the development and implementation of public information campaigns designed to promote the wise use and conservation of soil, water and related natural resources.
5. Cooperate in the development of data processing systems, coordinating procurement of computer hardware and identifying complementary software needs for purchase.
6. Coordinate the training of secretarial and clerical employees to provide record keeping, reporting, procedural assistance and related support activities to coordinate and enhance the organization and administration of the Department and the Service.
7. Cooperate to provide office equipment, vehicles, supplies, phone services, office space and technical equipment adequate for respective staffs and mutual needs. Any equipment and supplies may be utilized for official purposes by qualified employees of either agency as available unless otherwise specified;
8. Consult each other regarding assignment or changes of staffing (at district locations).

BE IT FURTHER MUTUALLY AGREED THAT:

1. Services, equipment, supplies, supervision or assistance provided one party by the other party to this Agreement will be given without the requirement of restitution.
2. Employees of both parties will cooperate fully with each other in a manner as to uphold the good image of each party.
3. The program conducted will be in compliance with the nondiscrimination provisions as contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B) which provide that no person in the United States shall, on the ground of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

This Agreement shall become effective on the date of the last signature hereto. Any party to this Agreement may terminate the Agreement as it applies to the party upon notice in writing to the other party at least sixty (60) days in advance of the effective date of the termination. This agreement may be amended by mutual written consent of both parties.

Both parties concur to this agreement as indicated by the signature below.

Maryland Department of Agriculture

_____	_____
Date	Signature

	Title

Approved as to form and legal sufficiency

_____	_____
Date	Signature

	Title

Soil Conservation Service

_____	_____
Date	Signature

	Title