

## Tri-state Conservation Coordination Committee

### Declaration of Partnership

This **Declaration of Partnership** is entered into by the Natural Resources Conservation Service (NRCS) in Arkansas, Louisiana and Mississippi, with the Lower Mississippi Valley Joint Venture (LMVJV) partnership to enhance cooperation, coordination and communication efforts in support of collaborative conservation in the Lower Mississippi River Valley (LMRV).

The purpose of executing this **Declaration of Partnership** is to formalize the existing relationship among conservation partners in the LMRV area of AR, LA and MS. The **Declaration of Partnership** defines, in general terms, the basis on which participating organizations will cooperate and, as such, does not constitute a financial obligation to serve as a basis for payment of expenditures. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and expertise will be provided by each agency or organization to the extent that they desire and resources are available.

#### Background

The Tri-state Conservation Coordination Committee (Tri-C) was initiated in May, 2013 as a result of interest expressed by NRCS State Conservationists in AR, LA and MS, to formulate a unique forum aimed at improving collaboration among the NRCS and conservation partners in the LMRV (Figure 1). The fundamental goal of the Tri-C partnership is to address coordination and support opportunities associated with Farm Bill Program delivery, and fully affirms three realities:

1. The NRCS and its conservation partners working in AR, LA and MS face similar challenges and opportunities in implementing Farm Bill conservation programs in the LMRV
2. Farm Bill programs are a critical mechanism to meeting conservation objectives in the region
3. Establishing a unique, multi-state NRCS/partner-based coordination group to cooperate in Farm Bill implementation serves to improve the success and quality of program delivery

In its initial establishment, the Tri-C recognized that addressing identified priorities would likely benefit from working directly with established conservation partnerships within the LMRV. Specifically, formally linking the Tri-C to the LMVJV and utilizing its Conservation Delivery Networks (CDN) as a natural conduit for developing goal-specific working groups was acknowledged as potentially the most effective approach to accomplishing committee objectives. As a result, in April, 2014 the LMVJV Management Board affirmed the opportunity and cast its support for the Tri-C by formally chartering the committee. Through the newly established Charter the committee was empowered in four ways:

1. Work cooperatively to identify specific Farm Bill Program delivery elements for which the NRCS could benefit from added support and coordination with conservation partners

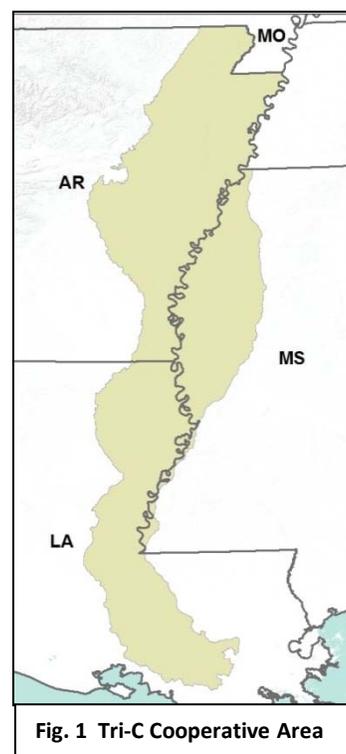


Fig. 1 Tri-C Cooperative Area

2. With support of partner organizations, formulate and pursue specific strategies to address priority Farm Bill programs and /or their elements that may benefit from added support and coordination, recognizing that strengthening support of NRCS program delivery will serve to further advance the conservation objectives of the LMVJV partnership
3. Draft a Declaration of Partnership between the NRCS and LMVJV to formalize, clarify, and further facilitate cooperation, communication, and collaboration of the Tri-C
4. Develop Tri-C sub-committees and working groups to facilitate the accomplishment of specifically-identified NRCS support opportunities through direct, but not exclusive, engagement of LMVJV sponsored CDN's

### **Tri-C Priorities**

The Tri-C has developed a list of specific Farm Bill program delivery elements for which the NRCS might benefit from added support and coordination and that would directly or indirectly advance the conservation objectives of participating partners. They include:

- A. Evaluating, synchronizing and enhancing tri-state Wetland Reserve Easement (WRE) ranking criteria across the three states
- B. Strengthening the WRE closing process
- C. WRE easement monitoring
- D. Enhancing WRE program outreach to landowners
- E. Evaluating and enhancing WRE easement management (i.e., forest & shallow water )
- F. Development of a tri-state WRE special project
- G. Evaluating methods and approaches to hydrology restoration on new WRE tracts
- H. Exploring opportunities to more effectively implement and integrate Conservation Stewardship Program (CSP) and Environmental Quality Incentive Program (EQIP) wildlife conservation practices

These priorities are not considered exhaustive, but reflect the initial opportunities identified by the Tri-C which could be successfully addressed through the multi-state partnership. It is intended that the priority list will be dynamic, addressing these and other issues of highest priority to the partnership over time.

### **Steering Committee Members and Partner Coordination**

NRCS staff serving on the Tri-C Steering Committee include the Assistant State Conservationist for Programs and Wetland Reserve Easement Coordinators from AR, LA and MS, the Louisiana NRCS Conservation Programs Specialist and the Mississippi NRCS LMRV Area Wildlife Biologist. Staff representing the broader conservation partnership on the steering committee include a CDN representative (i.e., Arkansas MAV CDN and Louisiana/Mississippi Delta CDN) from each state, The Nature Conservancy's Lower Mississippi River Program Director, and the LMVJV's LMRV Partnership Coordinator. Membership on the steering committee may be amended by majority consent of the standing members.

As defined in the LMVJV Charter, the Tri-C is empowered and encouraged to enlist other such members as deemed appropriate to the creation and operation of *ad hoc* subcommittees and working groups through direct coordination and cooperation with CDNs.

### **Responsibilities**

The Tri-C partnership will operate as a voluntary, independent body through oversight of the Steering Committee, assuring that its purpose and objectives are being appropriately addressed

through established sub-committees and working groups. The Tri-C will operate in a manner consistent with the purposes of the NRCS, LMVJV, and the missions, authorities and responsibilities of the LMVJV's member agencies and organizations. The Steering Committee will meet in person or by conference call a minimum of twice annually to identify priorities, establish specific objectives, and assess progress. Member organizations will participate in working groups and other Tri-C activities as they deem appropriate. The NRCS will inform appropriate staff and invite them to participate in Tri-C working groups and activities, as deemed beneficial. The Tri-C will meet with State Conservationists at least once annually to provide updates on progress and solicit input, advice and direction. Additionally, the Tri-C will communicate with the Association of Conservation Districts in AR, LA and MS and advise them of committee activities.

### **Amendments and Review**

This Declaration is subject to revision and can be amended, extended, or modified by majority consent of the Partners. New Partners may be added to the Tri-C partnership by majority consent, written or otherwise, of the current participants.

### **Liability**

The participants agree that they shall each be responsible for their own individual, direct liabilities and not for any other stakeholder actions, omissions or liabilities.

### **Other Provisions**

Nothing herein is intended to or has the effect of extending any legal authority or responsibilities of any of the members nor is any provision herein intended or has the effect of modifying, restricting, enhancing or changing the legal authorities, obligations, restrictions, liabilities or requirements of any of its members. This Declaration is intended only to provide the basis for a voluntary cooperative relationship among the signatories and is not intended to, nor does it create any right, entitlement, or benefit, substantive or procedural, or trust responsibility, enforceable at law or equity, by any individual, organization, private or governmental third party, participant party or any member thereof against any party to this agreement or the United States, its agencies, its officers, or any person. This Declaration shall not be construed to create any right to judicial review involving the compliance or noncompliance with the terms of this Declaration by any signatory including state agencies, non-government organizations or the United States, its agencies, its officers, or any other person. To the extent any provision of this Declaration conflicts with current directives, or applicable regulations or laws of any of the parties of this agreement, the provisions of this Declaration will have no effect.

The Tri-C partnership in no way substitutes for the decision-making process that each participating agency is required to follow by regulation, directive, or law. The committee exists to help facilitate discussion, planning and coordination among the participants, without making decisions for those agencies. The partnership is not considered a "nonfederal entity" for purposes of the Joint Ethics Regulations as its stated purpose is merely to provide a venue for communication among participants sharing similar interests; is not self-sustaining as it has no internal budgetary provisions or authority; has no decision-making authority or legal status; and cannot bind the action of any agency or organization.

Should disagreement arise about the interpretation of the provisions of this Declaration, or amendments or revisions thereto, that cannot be resolved to the mutual satisfaction of all members, those provisions shall have no effect.

## **Terms of the Declaration**

### **Commencement/Expiration Date**

This instrument is executed as of the date of the last signature and is effective through December 31, 2019 at which time it will expire unless extended.

### **Withdrawal**

Any of the parties may withdraw from the instrument at any time before the date of expiration by providing written notification to the Tri-C Steering Committee.

### **Modification**

Modifications within the scope of the instrument shall be made by majority consent of the parties, by the issuance of a written modification, prior to any changes being performed.

### **Non-fund Obligating Document**

This Declaration is not a procurement instrument and does not commit any party to fund, obligate funds, request appropriations or commit a member's resources in support of the project. Any funding activities associated with the project shall be subject to availability of funding and carried out in accordance with applicable authorities and legal requirements, including those for government procurement and printing, of the participating organizations. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. Specifically this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

### **Participation in Similar Activities**

This instrument in no way restricts the Tri-C partners from participating in similar activities with other public or private agencies, organizations, or individuals.

**Tri-state Conservation Coordination Committee  
Declaration of Partnership**

**Arkansas Natural Resources Conservation Service**

Signature:



Name and Title: Michael Sullivan, State Conservationist

Date:

3/24/15

**Louisiana Natural Resources Conservation Service**

Signature:



Name and Title: Kevin Norton, State Conservationist

Date:

3/24/2015

**Mississippi Natural Resources Conservation Service**

Signature:



Name and Title: Kurt Readus, State Conservationist

Date:

3/24/15

**Lower Mississippi Valley Joint Venture**

Signature:



Name and Title: Ed Penny, Chair

Date:

4/7/15