

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
USDA/NATURAL RESOURCES CONSERVATION SERVICE (NRCS)  
AND  
THE ASSOCIATION OF RETIRED CONSERVATION SERVICE EMPLOEES**

**This memorandum of understanding is by and between the Association of Retired Conservation Service Employees, hereinafter called ARCSE, and the Natural Resources Conservation Service (NRCS)**

**Authorities:**

This MOU is entered into in accordance with the following laws and organization policy:

- A. Soil Conservation and Domestic Allotment Act, Public Law 74-461, 16 U.S.C. 590, as amended (16 U.S.C. 590a, et seq.).
- B. ARCSE By-Laws

**Purpose:**

The purpose of this MOU is to establish and solidify a working relationship between the ARCSE and NRCS.

The NRCS and ARCSE have common objectives of developing, training, and assisting conservation professionals to deliver technical and financial assistance to farmers, ranchers, forest stewards, Tribal Nations, and other entities to voluntarily protect, restore, and enhance the productivity of American agricultural lands.

**It is mutually agreed:**

- A. Each party 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.
- B. Nothing in this MOU shall obligate either the Department of Agriculture, NRCS or ARCSE to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property 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.
- C. This MOU takes effect upon the signature of NRCS and ARCSE and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of NRCS or ARCSE and the subsequent written concurrence of the

other(s). Either NRCS or ARCSE may terminate this MOU with a 60-day written notice to the other(s).

- D. 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.
- E. Nothing in this Agreement shall be construed as requiring a Party to expend funds in violation of the Federal Anti-deficiency Act codified at 31 U.S.C. § 1341.

**Third Party Beneficiary Rights-**

The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties' signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

**Goals and Objectives:**

The Parties agree to work together to explore ways to:

- A) Mentor NRCS employees

The opportunity to enhance mentoring for NRCS employees in all stages of their careers, can not only improve leadership development and skills, but also improve employee satisfaction and retention.

**Responsibilities of the Parties:**

ARCSE will:

1. Identify ARCSE members, as well as other NRCS or conservation partner retirees, to participate as mentors for NRCS employees and participate in ongoing communication about the NRCS mentoring.
2. As requested and available, engage with NRCS to explore ways to enhance professional development of conservation professionals.

NRCS will:

1. Identify and implement the best ways to use ARCSE members in the NRCS mentoring.

2. As appropriate, include ARCSE in meetings and discussions on employee mentoring and other development.
3. Explore other ways to leverage ARCSE members experience as conservation professionals.

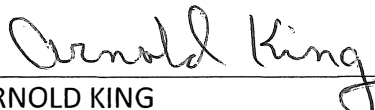
**Contacts:**

NRCS: John Drumm, Management Analyst, NRCS  
john.drumm@usda.gov 530-631-2612

ARCSE: Arnold King, President, ARCSE  
arnoldking@hotmail.com

**Signatures:**

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

  
\_\_\_\_\_  
ARNOLD KING  
President, ARCSE

5-9-23  
\_\_\_\_\_  
Date

\_\_\_\_\_  
LOUIS ASPEY  
Associate Chief, NRCS

\_\_\_\_\_  
Date