

MEMORANDUM OF UNDERSTANDING (MOU)

between

Association of Retired Conservation Service Employees (ARCSE)

and

National Experienced Workforce (NEW) Solutions

This Memorandum of Understanding (“MOU”) is made and entered into on this 22 day of July, 2024 (“Effective Date”) by and between the Association of Retired Conservation Service Employees (ARCSE) and National Experienced Workforce (NEW) Solutions, both of whom are collectively referred to as the “Parties.” This MOU is entered into in accordance with the legal standing, organizational charters, and policies of the Parties, and also the applicable statutes:

ARCSE: 501(c)(4) nonprofit status, ARCSE Charter, and ARCSE Operating Policies and Procedures

NEW Solutions: 501(c)(3) nonprofit status and supporting statutes for the Agriculture Conservation Experienced Services (ACES) Program in both the 2018 Farm Bill (Title II, Subtitle F, SEC. 1252. [16 U.S.C. 3851] Experienced Services Program) and the Older Americans Act (OAA) of 1965 Title V – Community Service Employment for Older Americans.

WHEREAS the First Party (ARCSE) and the Second Party (NEW Solutions) desire to enter into an agreement in which they will work together to achieve the **goal** of furthering and promoting voluntary conservation assistance delivery in the United States by fostering an increased participation of qualified ARCSE members in the ACES Program as determined by and through the USDA Natural Resources Conservation Service (NRCS).

AND

WHEREAS the First Party and the Second Party desire to enter into a MOU between them, setting out the **objectives** and **working arrangements** that each of the two agree on as necessary to achieve this goal.

1. Purpose & Scope. The purpose of this MOU is to provide the framework, the scope of work, terms and conditions, and responsibilities of the Parties associated with their collaborative efforts toward achieving this goal. As further outlined below, both Parties will collaborate on the following main objective(s) in support of the shared goal:

- Provide current information about the status, use, and accomplishments of the ACES Program, including the contributions of enrollees nationally and by state.
- Promote opportunities for potential ARCSE/ACES enrollees to help generate candidate pools to meet NRCS needs.
- Explain the benefits of the ACES Program for both voluntary conservation assistance delivery and to potential ACES enrollees.

- Promote ARCSE membership benefits to ACES enrollees and NRCS employees when appropriate.
- Promote successes for mutual benefit.

2. The Parties' Obligations. The Parties desire and wish that this document will not create any form or manner of a formal agreement. This document represents a commitment to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership meant to maintain, safeguard, and sustain sound and optimal use of the ACES Program and its ARCSE enrollees for achievement of their shared goal.

3. Cooperation. The Parties represent that they have unique, specialized experience, expertise, and partnerships that they will draw upon to meet the objectives of the shared goal.

The First Party (ARCSE) will use the following unique experiences, expertise, and partnerships to further the objectives:

- In-depth knowledge of and experience in voluntary conservation programs and delivery assistance.
- Awareness of the NRCS and conservation partner retiree pools and how to reach them most effectively about ACES enrollee opportunities, especially ARCSE members.
- Working knowledge of how ACES enrollees have been used in NRCS and how that applies to voluntary conservation delivery assistance.
- Ideas and input on how to most effectively engage and sustain retiree interest in ACES Program opportunities.

The Second Party (NEW Solutions) will use the following unique experiences, expertise, and partnerships to further the objectives:

- Identification of and information about current ACES enrollee opportunities for ARCSE to share with its members and other partners, as appropriate.
- Insights on the most effective ways to develop and sustain candidate pools for ACES enrollee opportunities.
- Information on the status and accomplishments of the ACES Program and how it benefits voluntary conservation delivery assistance and ACES enrollees.

4. Capacity and Resources. This MOU is not a fund obligating document nor is it intended to create the expectation for fund exchange in return for information and/or services. Rather, the Parties agree to collaborate because of their shared goal and its supporting objectives, and within the constraints of the capacity and resources available to carry out their respective organizational roles. It is not the intent to create additional workload burden on either organization through this MOU, but rather to provide capacity and resources toward their shared goal as determined by each Party.

The First Party (ARCSE) agrees to provide the following resources with respect to achieving the goal and its supporting objectives:

- Sharing of experience, expertise, and advice to NEW Solutions that will help facilitate the achievement of robust and qualified candidate pools for ACES enrollee opportunities.
- Feedback on NEW Solutions' approach to the ACES Program and the identification of potential opportunities for improvement or enhancement.
- Periodic opportunities for NEW Solutions' USDA Director for ACES and ESP and/or staff to address ARCSE members about the ACES Program and enrollee opportunities.
- Share experiences, success stories, and photos for use in promoting ACES and New Solutions.

The Second Party (NEW Solutions) agrees to provide the following resources with respect to achieving the goal and objectives:

- Seeking ARCSE input and feedback on potential improvement and enhancement opportunities to help generate robust ACES enrollee candidate pools.
- Access to NEW Solutions' USDA Director of ACES and ESP and/or staff for information and dialogue on ACES Program needs and opportunities.
- Sharing information about the accomplishments of the ACES Program to assist promotional efforts with potential ACES enrollees.
- Promotion of ARCSE membership opportunities to NRCS employees and ACES enrollees whenever appropriate.
- Participation in ARCSE meetings and discussions as requested to promote ACES opportunities.
- Sharing of success stories and photos for use to promote ACES.

5. Communication Strategy/ Confidentiality. The communication of the supporting objectives and working arrangements should always be consistent with the goal of this MOU in a spirit of open and transparent communication. As appropriate, coordinated communications should be made with external organizations to elicit their support and further the aims of this MOU. However, any information labeled as 'Confidential' that is shared by either Party shall be treated as such and shall be returned upon the termination of this Agreement.

6. Dispute Resolution. The Parties to this MOU agree that if any dispute arises through any aspect of this MOU, including, but not limited to, any matters, disputes, or claims, the Parties shall confer in good faith to promptly resolve any dispute.

7. Assignment. Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

8. Amendment. This MOU may be amended at any time by mutual agreement of the parties in a written modification signed by both parties.

9. Termination. This MOU may be terminated by either Party upon 30 days' written notice.

10. Prior Memorandum Superseded. This MOU constitutes the entire Memorandum between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and memorandums, whether oral or written.

11. Understanding. By signing this MOU, both Parties of this MOU mutually agree and understand that:

- Each Party will take finance and legal responsibility for the actions of its affiliates, officers, employees, independent contractors, agents, volunteers, and representatives.
- Each Party agrees to indemnify, defend, and hold harmless the other to the fullest extent permitted by law from and against all actions, demands, claims, losses, liabilities, costs (including attorney's costs and fees), and damages.

12. Severability. Any part or provision of this MOU that is found to be unenforceable, illegal, void, or prohibited in any jurisdiction will be ineffective without invalidating the remaining provisions and parts of the MOU. In such a scenario, the Parties will use reasonable efforts to employ and find an alternative way to achieve the same or substantially the same result as contemplated by such part or provision.

13. Authorization and Execution. The signing of this MOU does not constitute a formal understanding and as such it simply intends that the Parties shall strive to reach, to the best of their abilities, the goal and objectives stated herein and is effective as of the date first written above.

14. Contacts. The contacts for the leadership and administration of this MOU are listed below. A Party's contact remains in effect until such a time a Party changes it, with written notice of this change provided timely to the other Party.

ARCSE: Rebecca Fletcher
President-Elect
317-372-9153
becky_fletcher@sbcglobal.net

NEW Solutions: Barbara Bronislawska
Director of USDA ACES & ESP Programs
703-558-4200
bbronislawska@newsolutions.org

15. Approval Signatures. The signing of this MOU does not constitute a formal understanding and as such it simply intends that the Parties shall strive to reach, to the best of their abilities, the goal, supporting objectives, and working arrangements stated herein.

Rebecca Fletcher Signature 7-22-24 Date

Rebecca Fletcher, President-Elect

Cito Vanegas Signature JULY 22, 2024 Date

Cito Vanegas, President & CEO, NEW Solutions