

MEMORANDUM OF UNDERSTANDING

Between

THE UNITED STATES DEPARTMENT OF AGRICULTURE

AND

[COMMUNITY NETWORK NAME, STATE / TRIBAL AREA / TERRITORY]

COMMUNITY NETWORK

Regarding

THE RURAL PARTNERS NETWORK (RPN)

I. PURPOSE

This **Memorandum of Understanding (MOU)** is intended to guide cooperation between the U.S. Department of Agriculture Rural Development (**USDA RD**) and the [COMMUNITY NETWORK NAME] Rural Partners Network (**RPN**) Community Network (**Network**) (**Parties**) to jointly identify and address local needs and obstacles, and establish the critical capacities and strategies necessary to ensure that the Network can successfully leverage economic recovery resources, generate inclusive and sustainable economic growth and diversification, and establish a prosperity that is enjoyed by the entire community and its residents.

To further this effort, USDA RD has been designated to lead the implementation of RPN in collaboration with USDA's interagency partners. RPN participating communities will benefit from targeted forms of capacity building and technical assistance provided under an "all-of-government" collaborative network across multiple federal agencies and programs. These targeted and intensive levels of service are intended to support sustainable economic growth and participation in rural places by establishing and meeting objectives under each of the following categories:

- **Increased Access** - Support local and regional capacity to successfully identify and leverage critical economic development resources- federal, non-federal, public, and private- that best support their economic development priorities and objectives.
- **Enhanced Collaboration** – Facilitate coordination among interagency, inter-governmental, and cross-sector partners to promote strategic investments that support local priorities and contribute to sustainable and inclusive economic growth in rural communities and regions.
- **Promoting Economic Mobility** – Support strategic planning and related projects and activities that generate improved social, economic, and health outcomes for all residents throughout the whole community or region.
- **Developing Leaders and Capacity** – Uplift and support effective community leaders to provide strong development capacity and a vision of the communities they can become.
- **Building Trust** – Authentic community engagement that results in strong and effective local community economic development partnerships, where the partners increasingly value the roles the federal government plays in supporting sustainable and inclusive economic opportunity.

- **Long-term Continuity** – Support the establishment of institutional structures and processes at the community and federal level that can maintain continuity over time throughout changes in leadership (local, state, and national), as well as economic disruptions.

II. MUTUAL INTERESTS AND OBJECTIVES

USDA Rural Development (USDA RD) is “committed to helping improve the economy and quality of life in rural America.” USDA RD supports rural communities and regions across the United States through a variety of programs, initiatives, and strategic investments in projects and activities, including:

- Providing loans, grants, and loan guarantees to help create jobs and support economic development and essential services such as housing; health care; first responder services and equipment; and water, electric and communications infrastructure.
- Supporting loans to businesses through banks, credit unions and community-managed lending pools.
- Offering technical assistance and information to help agricultural producers and cooperatives get started and improve the effectiveness of their operations.
- Providing technical assistance to help communities undertake community empowerment programs.
- Helping rural residents buy or rent safe, affordable housing and make health and safety repairs to their homes.

The Network was established under a collaborative process to represent residents and cross-sector stakeholders for purposes of participation in the RPN. Among other things, the Network will represent local and regional communities and residents by working in partnership with the USDA RD staff assigned to work with the Network.

The Parties will promote relationship-building and information-sharing activities between federal agency program staff, Network members (individuals and organizations), local and regional residents, and other relevant partners and stakeholders. These and other related actions are planned in support of the broader, mutually established objectives of the Parties on behalf of the Network.

III. AUTHORITIES

This agreement, and any amendments thereto, shall be subject to the applicable policies, rules, regulations, and statutes under which the Parties bound, and does not nullify or negate any existing understandings or agreements between the Parties, or between the Parties or either Party and any third party.

The Network enters into this agreement as a representative body that is duly designated to serve in this capacity as a point of contact on behalf of the municipalities and places (re: counties, towns, and/or Census-defined unincorporated places) which comprise the Network for purposes of its participation in RPN.

IV. CONTRIBUTIONS OF THE PARTIES

In order to effectuate the objectives of this MOU, the Parties intend to take the following steps:

A. USDA RD intends to take the following steps:

- i. Assign sufficient staff to oversee and administer the day-to-day coordination and delivery of technical and other relevant assistance to RPN communities in collaboration with the Network. These include, and are not limited to:
 - ✓ Identify critical capacity gaps.
 - ✓ Facilitate introductions and relationship-building between community stakeholders and federal and non-federal assistance providers.
 - ✓ Contribute to regularly scheduled meetings between various stakeholders and partners for purposes of collaborative strategic planning and problem solving.
 - ✓ Support the creation of and maintenance of inclusive local networks and partnerships.
 - ✓ Help community stakeholders create and implement guidelines for purposes of both identifying and leveraging appropriate, relevant resources (federal and non-federal) to meet local needs and objectives as established by the community.
 - ✓ Support the exchange of best practices and other critical information with federal and non-federal counterparts in other RPN participating communities.

B. The Network intends to take the following steps:

- i. Exercise the leadership needed to ensure that Network members and stakeholders collaborate in good-faith partnership with each other, as well as with USDA and other federal government staff who participate in this work.
- ii. Manage the administrative tasks necessary to coordinate and facilitate constructive dialogue and collaboration among Community Network partners, as well as USDA and other federal government staff (e.g., coordinating speakers and participants, establishing agenda topics, sending invitations).
- iii. Each Network point of contact will represent his/her/their stakeholder organization and make contributions to this shared endeavor, including Community Network meetings and discussions, and the successful completion of related tasks.
- iv. In partnership with other relevant partners and stakeholders, the Network will actively promote and facilitate opportunities for local residents, along with neighborhood advisory and community-based organizations, to actively participate in community planning and project development meetings. The Network and other local and regional stakeholders will actively solicit and consider ideas, hopes, and concerns on the part of community residents and related organizations. Input provided by local and regional residents and related community-based organizations will be used by the Network for purposes including and not limited to:
 - ✓ Establishing a strategic vision to inform specific actions and investments that are necessary to catalyze sustainable economic growth and community revitalization.
 - ✓ Leveraging the resources necessary to implement this strategic vision, in

partnership with USDA RD and other participating federal agencies, along with other relevant non-federal partners and stakeholders.

C. The Parties intend to jointly undertake the following steps, among others and as applicable:

i. Project Development and Implementation

- ✓ Convene meetings and facilitate discussions between the Network, USDA RD staff, and other relevant partners and stakeholders for the identification of mutual interests and objectives, among other things.
- ✓ On an as-needed basis, the Parties may consult with various subject matter experts and organizations in development of tools and products including but not limited to needs assessments, strategic planning, community dialogue, and project development.

ii. Development, Promotion, and Facilitation of Information Sessions and Discussions

- ✓ The Parties will jointly and collaboratively lead the process of organizing, scheduling, and convening meetings to facilitate the exchange of information and ideas between federal program staff, the Network and other relevant partners and stakeholders.
- ✓ USDA RD will invite federal interagency partners, including program staff in state and regional offices, to participate in relevant meetings and dialogues with the Network and other relevant partners and stakeholders.
- ✓ Use of the USDA and/or the USDA RD logos, seals, or emblems in any written or presentation materials requires the prior written approval by USDA.

D. Other Roles, Responsibilities, and Tasks

The Parties intend to:

- i. Identify and work to reconcile issues that arise in implementing the MOU including, if necessary, appropriate invocation of Section X of this MOU (Resolution of Disagreements).
- ii. Comply with all statutory and regulatory requirements in carrying out the MOU, as applicable.

V. EXPENSES

This MOU does not obligate funds, personnel, services, or other resources of either Party to the other. Each Party to the MOU will bear its own expenses in connection with the preparation, negotiation, and execution of the MOU, and neither Party shall be liable to the other Party for such expenses.

VI. PUBLICITY

The Parties will coordinate all public statements and other disclosures with regard to or contemplated by the MOU. No Party to the MOU may enter into any publicity regarding the MOU unless the Parties consult in advance on the form, timing, and contents of any such publicity, announcement, or disclosure.

VII. EFFECTIVE DATE, DURATION, AND TERMINATION

The effective date of this MOU shall be from the latest date of the signatures below. The MOU will remain in place until terminated by either Party, which termination shall be effective thirty (30) days after the terminating Party sends written notice to the other Party.

VIII. AMENDMENTS

This MOU may be amended at any time, in writing, executed by authorized representatives of USDA RD and the Network.

IX. STATEMENT OF NON-BINDING OBLIGATION AND NO FINANCIAL COMMITMENT

This MOU is an expression of intent only. Each of the Parties will act as an independent party with respect to the performance of its duties under the MOU. The MOU does not obligate and will not result in an exchange of funds, personnel, property, services, or any kind of financial commitment. It will not result in a transfer of resources between the Parties. Nothing in this MOU shall obligate either Party to obligate or transfer any funds. Any future transfer of funds or obligation to undertake certain work must be confirmed by an appropriate funding agreement executed by authorized officials from the agencies that are signatories to this MOU. This MOU does not give any third party any benefit, legal or equitable right, remedy or claim under the MOU.

X. RESOLUTION OF DISAGREEMENTS

Should disagreements arise on the interpretation of the provisions of this MOU or amendments and/or revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Party for consideration. If agreement or interpretation is not reached within 30 days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

XI. CONFIDENTIALITY

Any public disclosure by USDA of information submitted by the Network under this Agreement will be done only in accordance with federal law, including, but not limited to, the Privacy Act, the Health Insurance Portability and Accountability Act, and the Freedom of Information Act. The Parties shall avoid the sharing of confidential information in accordance with all applicable federal privacy laws. To the extent that the objectives of this agreement are impossible to meet without such sharing, the Parties shall enter into a separate confidentiality agreement.

XII. PRIMARY CONTACTS

USDA RD:

Justin Maxson

Deputy Under Secretary for Rural Development

United States Department of Agriculture

Email: Justin.Maxson@usda.gov

Telephone: (202) 997-2135

[COMMUNITY NETWORK NAME, STATE / TRIBAL AREA / TERRITORY]

COMMUNITY NETWORK

[NAME]

[TITLE]

[ORGANIZATION NAME]

[STREET ADDRESS / P.O. BOX]

[OFFICE NUMBER, AS APPLICABLE]

[CITY/TOWN, STATE / TRIBAL AREA / TERRITORY, ZIP CODE]

[EMAIL ADDRESS]

[TELEPHONE NUMBER]

XIII. SIGNATURES

UNITED STATES DEPARTMENT OF AGRICULTURE

Xochitl Torres Small
Under Secretary for Rural Development
U.S. Department of Agriculture

DATE

[COMMUNITY NETWORK NAME] COMMUNITY NETWORK LEAD ENTITY POC

I affirm and attest that I am duly authorized to sign this MOU on behalf of [ORGANIZATION NAME], Lead Entity of the [COMMUNITY NETWORK NAME] Community Network.

SIGNATURE

DATE

TITLE

ORGANIZATION NAME