MEMORANDUM OF UNDERSTANDING

for the

CALIFORNIA FARM DEMONSTRATION NETWORK

by

the University of California’s Division of Agriculture and Natural Resources,

the University of California, Davis, College of Agricultural and Environmental Sciences,

the California Association of Resource Conservation Districts,

the California Department of Food and Agriculture,

the USDA Natural Resources Conservation Service,

and

the California Farm Bureau Federation

May 5, 2017
WITNESSETH:

WHEREAS, the University of California (UC) is part of the nation’s Land Grant University System as established by the Morrill Act of 1862, and:

WHEREAS, UC’s Division of Agriculture and Natural Resources (UC ANR) is a statewide network of researchers and educators dedicated to the creation, development and application of knowledge in agricultural, natural and human resources, and:

WHEREAS, the UC Davis College of Agricultural and Environmental Sciences (UCD CAES) is a global leader recognized throughout the world for its scientific expertise in addressing critical issues related to agriculture, food systems, the environment, and human and social sciences, and:

WHEREAS, the California Association of Resource Conservation Districts (CARCD) comprises 98 districts statewide that serve as the center of locally led conservation in their communities and accomplish thousands of practical, hands-on conservation agriculture projects every year that contribute to soil health, agricultural viability and habitat stewardship, and:

WHEREAS, the California Department of Food and Agriculture (CDFA) serves the citizens of California by promoting and protecting a safe, healthy food supply, and enhancing local and global agricultural trade, though efficient management, innovation and sound science, with a commitment to environmental stewardship, and:

WHEREAS, the United States Department of Agriculture Natural Resources Conservation Service (NRCS) helps America’s farmers, ranchers and forest landowners to conserve the nation’s soil, water, air and other natural resources using voluntary programs offering science-based solutions that benefit both the landowner and the environment, and:

WHEREAS, the California Farm Bureau Federation (CFBF) is an organization of farmers and ranchers consisting of county Farm Bureaus from nearly every county in California, working to improve the well-being and quality of life of California’s farmers and ranchers, and:

WHEREAS, the California Farm Demonstration Network (Network) is a grassroots, locally-based effort to increase the adoption of economically viable, resource conservation in California’s agricultural systems, and:

WHEREAS, the UC ANR, UCD CAES, CARCD, CDFA, NRCS and the CFBF (the Parties) have determined that the mission of the Network aligns directly with and strongly supports their respective missions, and:

WHEREAS, the Parties, in cooperation with other public and private enterprises throughout California wish to support and actively contribute to the Network, and:

WHEREAS, the Parties agree that they can best support the Network by working cooperatively to do so, and that by working together as a team they will greatly increase their programmatic impact and accomplish far more than can be achieved working individually,
NOW THEREFORE, in consideration of the terms and conditions contained herein, the Parties do hereby agree to cooperate in the planning, establishment, implementation, growth and continuance of the California Farm Demonstration Network.

Memorandum Section One: Introduction

I. PARTIES TO THE MOU

The parties to this Memorandum of Understanding (MOU) are:

A. The University of California’s Division of Agriculture and Natural Resources (“UC ANR”),

B. The University of California, Davis, College of Agricultural and Environmental Sciences (“UCD CAES”),

C. The California Association of Resource Conservation Districts (“CARCD”),

D. The California Department of Food and Agriculture (“CDFA”),

E. The United States Department of Agriculture Natural Resources Conservation Service (“NRCS”), and

F. The California Farm Bureau Federation (“CFBF”).

II. PURPOSE OF THE MOU

The purpose of this MOU is to memorialize the agreement of the Parties to collaborate in support of the planning, establishment, implementation, growth and continuance of the California Farm Demonstration Network (“Network”).

III. FORMATION OF THE NETWORK

California is the largest agricultural producer in the United States and ranks 16th globally. California’s 76,400 farms and ranches generated more than $47 billion in revenue in 2015 according to preliminary data from USDA, which further generates approximately $100 billion in related economic activities. We are one of five Mediterranean climates in the world. As such, our unique Mediterranean climate coupled with our fertile soils allows us to produce a broad diversity of over 400 different crops including nearly half of the nation’s fruits, nuts and vegetables. With the need to provide nutritious food to a world population expected to reach eight billion by 2025, it is critically important that California’s farm and range-land be protected and conserved.

California’s farmers and ranchers have long shown themselves to be flexible, dynamic, and innovative in response to the numerous (and rapidly changing) problems they face every day. While there are extant opportunities for learning, economic strain, geographic isolation, and the overwhelming demands on a farmer’s time may prevent them from finding, learning and
adopter improved operations. As well, growers rely on agricultural education programs to supplement traditional education programs for continued behavior change and adoption of best practices and technologies resulting in increased yield, reduced inputs, increased efficiency, increased economic return, and conservation of resources. The ability for growers to witness firsthand the benefits of new approaches to resource management and farming practices will encourage quicker adoption by other growers throughout California.

Seeking to provide innovative and collective solutions to these problems, the California Farm Demonstration Network developed from the grassroots, locally-based efforts of the Parties, of California farmers, and of a variety of public and private sector partners. Modeled after a number of other very successful and highly impactful farm networks throughout the U.S., the Network was established to increase the adoption of economically viable, resource conservation methodologies in California's agricultural systems. These systems have the potential to increase production efficiencies, provide healthier and more sustainable food production, enhance environmental benefits, and result in more vibrant farm economies.

IV. PURPOSE OF THE NETWORK

A. The Network is dedicated to the increased adoption of conservation agriculture, soil health and climate-smart systems in California. Its many goals are all concentrated on the development of water-, climate-, and nutrient-smart systems for California's diverse crop production environments. Focus areas include, but are not limited to the following.

1. Participatory learning resulting in the adoption of improved management practices grounded in sound science- and experience-based principles.

2. The public, voluntary showcasing of innovative systems developed by experienced farmer leaders.

3. A program of farm demonstration evaluations that employ monitoring, data collection, and analysis of findings.

4. The use of proven, creative methods for sharing, discussing and communicating results and findings to scale-up even broader adoption of improved systems.

V. BENEFITS TO THE PARTIES

Participation in the Network will benefit all of the Parties collectively by improving the adoption and visibility of conservation agriculture, healthy soils, and climate-smart systems in California. Additionally, each of the Parties will enjoy individual gains in their respective focus areas as follows.

A. UC ANR: Value added to the locally connected applied research and extension service.

B. UCD CAES: Engaged scholarship and research impact.

C. CARCD: Scaled-up local community development, conservation and capacity building.
CDFA: Furtherance of their mission to serve the citizens of California by promoting and protecting a safe, healthy food supply, and enhancing local and global agricultural trade, through efficient management, innovation and sound science, with a commitment to environmental stewardship.

NRCS: Value added to the Soils Health Campaign and local planner positions.

CFBF: Furtherance of their mission to improve the profitability, well-being and quality of life for California farmers and ranchers.

Memorandum Section Two: Objectives and Operations

I. OBJECTIVES OF THE NETWORK

The Network will showcase the implementation of conservation agriculture practices and systems by “early adopters” which can provide a pathway for adaption by new as well as experienced farmers. Further, it will provide practical learning opportunities while at the same time fostering the formation of local connections. This will be achieved by the implementation of the following major objectives.

A. Provision of a framework for farmer discovery, learning, and adoption of improved conservation practices at a broad scale in California.

B. Provision of technical guidance, farm demonstration performance evaluation metrics, assessment tools, and data archiving services to regional network hubs so as to build local capacity.

C. Stimulation and acceleration of the creation of new local activity hubs.

D. Provision of a communications platform for sharing information, ideas, and learning between all local hubs.

E. Secure and coordinate resources to support local practices.

F. Implementation of farm demonstrations across the State within five (5) years.

II. OPERATIONS OF THE NETWORK

A. The Parties are committed to creating and maintaining an equitable, transparent, accountable and sustainable cooperative working relationship. Accordingly, the parties will mutually participate in initiating the ongoing work of the Network.

B. In the inaugural year of this MOU, and under the coordination of the CARCD, the Parties intend to organize the Network by parsing the state into a collection of geographic/programmatic hubs, and by establishing an Executive Committee, a Network Advisory Panel, and appropriate subcommittees (for example, Technical,
Demonstrations, Communications, Funding, etc.), each with their own framework, processes, and procedures as may be appropriate.

C. Each of the Parties may offer, at their discretion, opportunities for activities and programs to foster the Network. The Parties contemplate possible implementation of programs and activities including but not limited to the following.

1. Outreach to promote the opportunities available through the Network and to broaden California farmer and rancher participation,

2. Conduct of pertinent research, educational, community and cultural activities,

3. Sponsorship and/or participation in demonstrations, meetings, workshops, conferences, lectures, seminars and other appropriate events,

4. Engagement with California farmers and ranchers, educational institutions, environmental groups, private and public sector agencies, commercial businesses, and other concerned enterprises and individuals.

5. Exchange of pertinent materials, publications, and other information.

6. Participation in funding opportunities to support the network and the activities of its participants, if and as each Party may deem appropriate.

D. Prior to initiating any formal activities or programs not specifically addressed in this MOU, the Parties will, as necessary, enter into a separate agreement(s) signed by each Parties’ authorized signatory. That agreement will describe the scope of the work to be undertaken and other terms of the arrangement, including operational framework, respective responsibilities, financial obligations, intellectual property rights, and other relevant topics not addressed in this MOU.

E. In connection with their activities, the Parties will establish sufficient responsible processes and procedures to enable each Party to meet its business obligations, including any applicable financial obligations, intellectual property rights, confidentiality, and export control provisions that are not included in this MOU.

F. Specific activities and programs implemented under authority of this MOU will be subject to availability of funds and other resources, as well as to the approval of each of the Parties’ authorized representatives.

G. Each Party will be responsible for costs and expenses incurred by its employees and agents as a result of the activities conducted pursuant to this MOU as stipulated by subsequent MOUs and/or written agreement.

H. This MOU is not a contract, but defines a cooperative process between the Parties. Nothing in this MOU will be construed as creating a binding legal relationship between the Parties. This MOU is a broad statement of intent which sets forth the general basis upon which the Parties wish to proceed. No legal liability will arise in
respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved and executed by the Parties.

III. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties will evolve as the Network matures and expands. As of the inaugural year of this MOU, the responsibilities and commitments of the Parties can be broadly stated as encompassing the provision of the following.

A. UC ANR and UCD CAES
   1. Current, proven, science-based, and data-driven research,
   2. System performance monitoring evaluation techniques,
   3. Expertise and leadership in science-based research, monitoring and practical application of systems, and
   4. Promotion of the Network for purposes of securing of related extramural research contracts and grants.

B. CARCD
   1. Connections to local farmers, ranchers, RCDs, industry and advocacy groups, as well as to legislators,
   2. Organization and maintenance and housing of administrative network,
   3. On-the-ground support and technical assistance through local RCDs,
   4. Generation of educational and promotional materials, and
   5. Promotion of the Network for purposes of fundraising.

C. CDFA
   1. Amplified visibility of improved performance systems,
   2. Increased adoption of improved performance systems as a result of farmer/rancher program funding incentive, and
   3. Creation and formation of partnerships.

D. NRCS
   1. Support of California’s conservationists in 56 field offices across the state, as well as the State and Area Office Technical Specialist, the Plan Material Center (PMC), and the Regional Soil Health Specialist.
   2. Technical standards, expertise and planning processes as well as practical techniques and methods to achieve conservation goals, and
   3. Increased adoption of improved performance systems as a result of Farm Bill conservation funding programs (for eligible landowners in the Soil Health Incentive Program, as funding allows).
E. CFBF

1. Credibility created by the CFBF participation in (and thereby “vouching” for) the Network,
2. Connection to an extensive network of farmers/ranchers, and
3. Publicizing and extension of results and accomplishments utilizing the California Farm Bureau Federation’s communications capabilities.

Memorandum Section Three: General Conditions

I. ADDRESS FOR NOTICES

Notices given under this MOU must be sent to the addresses set forth below.

A. For the University of California, Division of Agriculture and Natural Resources
   Associate Vice President Wendy Powers
   Agriculture and Natural Resources
   University of California
   1111 Franklin Street, Oakland, California 94607-5200

B. For the University of California, Davis
   Dean Helene Dillard
   College of Agricultural and Environmental Sciences
   University of California, Davis
   One Shields Avenue, Davis, California 95616-8571

C. For the California Association of Resource Conservation Districts (CARCD)
   Executive Director Karen Buhr
   California Association of Resource Conservation Districts
   801 K Street, 14th Floor, Sacramento, California 95814

D. For the California Department of Food and Agriculture
   Deputy Secretary Jenny Lester-Moffitt
   California Department of Food and Agriculture
   1220 N Street, Sacramento, California 95814

E. For the USDA Natural Resources Conservation Service (NRCS)
   State Conservationist Carlos Suarez
   USDA Natural Resources Conservation Service
   Richard E. Lyng USDA Service Center
   430 G Street, No. 4164, Davis, California 95616-4164
F. For the California Farm Bureau Federation  
President Paul J. Wenger  
California Farm Bureau Federation  
2300 River Plaza Drive, Sacramento, California 95833

II. MODIFICATION

A. This MOU may be modified with the written approval of all of the Parties, provided that the Party(ies) proposing a modification or amendment submits the same in writing to the other Parties at least sixty (60) days in advance of the proposed modification date. This MOU may be modified with less than sixty (60) days’ advance notice if all of the Parties so agree in writing.

B. Additional Parties may be added to this MOU in accordance with the above procedure for Modification. Such additions would be memorialized in writing as consecutive amendments to this MOU.

III. TERM

This MOU shall become effective as of the date it has been executed by all Parties. It may be reviewed periodically as the Parties mutually agree. It shall remain in effect indefinitely unless and until terminated by one or more Parties in accordance with the below Item IV., Termination.

IV. TERMINATION

Any Party may terminate its participation in this MOU without cause provided that the terminating Party submits written notice to the other Parties at least thirty (30) days in advance of the intended termination date.
## Acknowledged and Agreed

In witness whereof, the Parties have executed this MOU on the dates written below.

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