

MEMORANDUM OF UNDERSTANDING
Between
THE NATIONAL ASSOCIATION OF CONSERVATION DISTRICTS
and
NATIONAL ASSOCIATION OF RESOURCE CONSERVATION &
DEVELOPMENT COUNCILS

This **MEMORANDUM OF UNDERSTANDING** is hereby entered into by and between the National Association of Conservation Districts, hereinafter referred to as NACD, and the National Association of Resource Conservation and Development Councils, hereinafter referred to as the NARC&DC.

A. PURPOSE:

The purpose of the MOU is to provide a framework for cooperation at the national level for RC&D Councils and the NACD to encourage the utilization of alternative energy and woody by-products of forest and range hazardous fuel reduction and restoration treatments through delivery and outreach mechanisms.

The NARC&DC represents the 375 RC&D areas designated by the Secretary of Agriculture at the national level, serving as their liaison to other levels of government. NARC&DC strives to improve the public understanding of conservation, development and utilization of natural resources to improve the general level of economic activity, and to enhance the environment and standard of living in authorized and applicant RC&D areas.

The NACD represents the 3,000 conservation districts at the national level, serving as their liaison to other levels of government. The NACD advocates for the district approach to resource issues and facilitates the relationship between federal resource agencies and local districts.

B. STATEMENT OF MUTUAL BENEFIT AND INTEREST

This cooperation serves the mutual interest of the NARC&DC's and the NACD's mission and the public they serve. This MOU may be used to build work plans to build upon the Cooperative Agreement signed between the NACD, the United States Department of Agriculture, and the United States Department of Interior in May of 2004.

In consideration of the above purpose the NARC&DC and the NACD agree as follows:

C. NARC&DC SHALL:

1. Agree to work cooperatively with the NACD, through the work plan, to identify and promote the use of alternative energy.
2. Provide assistance in the support, planning, and design and implementation of several Regional Conferences to promote alternative energy.
3. Utilize its communications network to promote the Regional Conferences, and encourage its members to attend the Regional Conferences.
4. Assist with the preparation of information, which will be used at the Regional Conference, involving the use of alternative energy, which can be applied in rural communities, including Tribal nations, to protect soil and water resources.
5. Assist with the preparation of information, which will be used at the Regional Conference, involving the use of a value added approach to alternative energy and alternative energy utilization, which can be applied in rural communities, including Tribal nations, to stimulate local economies.
6. Research and report for use at the Regional Conference on Federal financial assistance, which encourages the use of a value added approach to alternative energy and alternative energy utilization.
7. Assist with communication in helping the NARC&DC's & NACD's members understand the implementation and broad reaching goals of the Presidents Healthy Forests Initiative and the National Fire Plan.

D. NACD SHALL:

1. Develop, with the NARC&DC, a plan of work, which shall be reviewed every twelve months and updated as necessary.
2. Use the Cooperative Agreement signed between the NACD, the United States Department of Agriculture, and the United States Department of Interior in May of 2004 to provide support for the action items agreed to in the plan of work. The plan of work shall have an emphasis hosting several Regional Conferences on the use of woody biomass, including the use of small diameter wood, woody biomass for energy use, the restoration of forest health to protect local communities and their resources, small-scale bioenergy plants, and woody biomass for fuels.
3. Assist with the research, reporting, and production of materials that explain the implementation and broad reaching goals of the Presidents Healthy Forests Initiative and the National Fire Plan.
4. Assist with the preparation of information, which will be used at the Regional Conference, involving the use of woody biomass, which can be applied in rural communities, including Tribal nations, to protect soil and water resources.
5. Assist with the preparation of information, which will be used at the Regional Conference, involving the use of a value added approach to woody biomass and woody biomass utilization, which can be applied in rural communities, including Tribal nations, to stimulate local economies.
6. Use this agreement to work collaboratively in bringing in other agencies and organizations, such as the DOE, DOD, The National Association of State Foresters, National Governors Association, National Association of County Officials, etc., to encourage the development of woody biomass utilization markets.

7. Assist with the research and reporting on Federal financial assistance, which encourages the use of a value added approach to woody biomass and woody biomass utilization.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the NARC&DC or the NACD from participating in similar activities with other public or private agencies, organizations, and individuals.
2. **COMMENCEMENT/EXPIRATION/TERMINATION.** This MOU takes effect upon the signature of the NARC&DC and the NACD and shall remain in effect for ten years from the date of execution. This MOU may be extended or amended upon written request of either the NARC&DC or NACD and the subsequent written concurrence. Either the NARC&DC or the NACD may terminate this MOU with a 60-day written notice.
3. **RESPONSIBILITIES OF PARTIES.** The NARC&DC and the NACD 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.
4. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

| <i>NACD</i> | <i>NARC&DC</i> |
|----------------------------------|--------------------------------|
| Eugene Lamb | Andrew Gordon |
| NACD | NARC&DC |
| 509 Capitol Court, NE | 444 North Capitol Street, N.W. |
| Washington, DC | Suite 345 |
| Phone: (202) 547-NACD | Washington, DC 20001 |
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| | FAX: (202)-434-4783 |
| E-Mail: eugene-lamb@nacdnnet.org | E-Mail: agordon@sso.org |

5. **NON-FUND OBLIGATING DOCUMENT:** Nothing in this MOU shall obligate either the NARC&DC or the NACD to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the organizations will require execution of separate agreements and be contingent upon the availability of funds.

THE PARTIES HERETO have executed this instrument.

NATIONAL ASSOCIATION OF
RESOURCE CONSERVATION AND
DEVELOPMENT COUNCILS

President

Date

NATIONAL ASSOCIATION OF
CONSERVATION DISTRICTS

President

Date
