





MEMORANDUM OF UNDERSTANDING BY AND AMONG THE NATIONAL ASSOCIATIONS OF: CONSERVATION DISTRICTS; RESOURCE CONSERVATION & DEVELOPMENT COUNCILS; AND REGIONAL COUNCILS

FOR

ADVANCING LANDCARE WITHIN THE UNITED STATES

THIS MEMORANDUM OF UNDERSTANDING has been agreed to in February 2006, by and among the National Association of Conservation Districts (hereinafter referred to as "NACD"), the National Association of Resource Conservation & Development Councils (hereafter referred to as "NARC&DC"), and the National Association of Regional Councils (hereinafter referred to as "NARC"), or collectively referred to as "the associations."

A. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to provide a framework for the three organizations to energize a Landcare movement in the United States. The associations recognize that collectively their extensive membership base throughout the United States provides a strong presence in all states, localities, and regions. These membership organizations have extensive expertise in natural resource management and community development issues in rural as well as urban areas. Through collaboration the associations agree to advance the Landcare approach by mobilizing their members to carry out community-based conservation through group action as well as work together with their members to mobilize private and public resources to support local Landcare groups and group actions. This cooperation serves the mutual interest of the associations and the public at large.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The NACD serves as the national voice for nearly 3000 natural resource conservation districts in the United States and enables conservation districts to pool their resources to accomplish collectively what would be difficult or impossible to accomplish individually.







The NARC&DC is the advocate for local multi-county Resource Conservation & Development Councils in 375 areas designated by the USDA Secretary of Agriculture to encourage the wise use of natural resources and improve the quality of life.

The NARC represents multi-purpose regional councils of government and metropolitan planning organizations in rural and urban areas that assist community leaders and citizens in developing common strategies for addressing cross-cutting challenges such as, transportation, community and economic development, environment, and homeland security.

The associations recognize their respective organizations have varying strengths and capabilities to foster on-ground and in-community actions aimed at improving natural resource and community conditions. Collectively, their member organizations implement actions through a broad and diverse network of local people including farmers and ranchers, forest landowners, homeowners, business owners, local government officials, planners, volunteers, and other citizens who live and work in communities throughout the United States.

The associations hereto have embraced Landcare guiding principals as a way for individuals to organize their efforts, find local solutions, and voluntarily take group actions aimed toward achieving the triple bottom line of environmental, social, and economic outcomes.

C. NOW THEREFORE, THE ASSOCIATIONS TO THIS MEMORANDUM OF UNDERSTANDING, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereto agree as follows.

The associations will work together to accomplish the following:

- Identify and highlight Landcare examples
- Keep Members appraised of the Landcare efforts in the United States
- Maintain contact and coordinate with The Landcare Pioneers and the Council for US Landcare Initiative
- Find common areas of where Landcare examples are taking place
- Host Landcare events and training in the USA
- Participate in international dialogue
- Work to expand partnerships with other organizations interested in this endeavor.
- Other joint activities to advance the Landcare Principles.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL ASSOCIATIONS

This MOU constitutes the entire and full understanding of the associations hereto, and may be modified through a written amendment agreed to by the associations.







- 1. <u>MODIFICATION</u>. Modifications within the scope of the MOU shall be made by mutual consent of the associations, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
- 2. <u>PARTICIPATION IN SIMILAR ACTIVITIES</u>. This MOU in no way restricts the associations from participating in similar activities with other public or private agencies, organizations, and individuals.
- 3. <u>COMMENCEMENT/EXPIRATION DATE</u>. The MOU is executed as of the date of the last signature and is effective through March, 2007, at which time it will expire unless extended following an annual review.
- 4. <u>TERMINATION</u>. Any of the associations, in writing, may terminate the MOU in whole, or in part, at any time before the date of expiration.

No party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

PRINCIPAL CONTACTS

The principal contacts for this MOU are listed below.

NACD: Rich Duesterhaus, Director of Government Affairs, National Association of Conservation Districts, 509 Capitol Court, NE, Washington, DC 20002 Phone 202-547-6223, Fax 202-547-6450

NARC&DC: Roberta Jeanquart, Executive Director, National Association of Resource Conservation and Development Councils, 444 N. Capitol St. NW, Suite 345, Washington DC 20001 Phone (202) 434-4780, Fax (202) 434-4783.

NARC: Fred Abousleman, Executive Director, National Association of Regional Councils, 1666 Connecticut Avenue, NW, Suite 300, Washington, DC 20009, Phone: (202) 986-1032, ext 216; Fax (202) 986-1038.

5. NON-FUND OBLIGATING DOCUMENT

This MOU instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the associations to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the







associations and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

THE ASSOCIATIONS HERE TO have executed this MOU.	
NACD: Bill Wilson, President of NACD	_ Date: Feb. 1, 2006
NARC&DC: Sharon Ruggi President of NARC&DC	Date: February 2006
NARC: Randall Morris, President of NARC	Date: February 6, 2006