

MEMORANDUM OF UNDERSTANDING

between

USDA FOREST SERVICE,

and the

National Association of Resource Conservation and Development Councils

This **MEMORANDUM OF UNDERSTANDING** is hereby entered into by and between the USDA Forest Service, Washington Office, hereinafter referred to as the Forest Service, and the National Association of Resource Conservation and Development Councils, hereinafter referred to as the NARC&D Councils.

A. PURPOSE:

The purpose of the MOU is to provide a framework for cooperation at the national level for RC&D Councils and Forest Service to better design and deliver programs and services that lead to sustainable action in forestry, range lands, recreation, water quality and supply, urban forestry, conservation education and natural resource based economic opportunities for communities.

NARC&D Council represents the 368 RC&D areas designated by the Secretary of Agriculture at the national level, serving as their liaison to other levels of government. NARC&D Council 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.

This cooperation serves the mutual interest of the Forest Service and RC&D Council's mission and the public they serve. This MOU may be used to build work plans at the Forest Service Regional, Forest, and Research Station or at other appropriate level of the agency.

B. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

In consideration of the above purpose the Forest Service and RC&D Councils agree as follows:

C. FOREST SERVICE SHALL:

1. The Forest Service shall develop, with NARC&D Council, a three-year plan of work, which shall be reviewed every 12 months and updated as necessary.
2. The Forest Service shall use grants, cooperative agreements, and contracts, as appropriate, to provide support to for the action items agreed to in the plan of work. These tools will be separate instruments that are specific to the actions

- within the work plan. The work plan shall have an emphasis on; biomass and renewable energy issues; community wildfire protection; cooperation with regional transportation long range 20 year and 5 year updates for federal highways and transit funding priorities; participation with statewide and regional tourism economic development plans for both recreation and travel market attractions marketing work; and the fostering of public private partnerships with RC&D Councils for reuse of historic structures using heritage tourism models.
3. Forest Service shall provide technical assistance to support planning, design and expertise, as necessary, to implement the actions agreed to in the plan of work.
 4. Forest Service shall update the Forest Service Manual (FSM 3600) to reflect the agency and its primary program areas in State & Private Forestry, National Forest System, and Research to build a stronger agency-wide relationship with RC&D Councils.
 5. Forest Service shall encourage participation by Forest Service staff at RC&D Council's national, regional, state and local meetings to insure that the agencies are knowledgeable about RC&D and Forest Service expertise is available to RC&D Council's leadership.
 6. Forest Service agrees to work cooperatively with NARC&D Council to identify and promote coordination among federal and county public land management systems and to coordinate, where appropriate and feasible, federal and local land management plans.
 7. Forest Service agrees to assist NARC&D Council in carrying out the goals that NARC&D Council and the agency mutually deem to be of importance. Emphasis on public land and public land management and the fostering or promotion, where appropriate and feasible, of networking and partnerships.

D. NARC&D Council SHALL:

1. Agree to work cooperatively with the Forest Service, through the work plan, to identify and promote coordination among federal and county public land management systems and to educate, where appropriate and feasible, federal and local land management plans.
2. Identify and support pilot projects and provide local and regional education on the current policy and use of biomass and renewable energy: emphasize on biomass usage, specifically large and small-scale energy.
3. Provide national leadership for opportunities pertaining to carbon issues including carbon credit systems, education, and accountability.
4. Identify policy issues on the local, state, and federal levels, which effect forest and range management.
5. Develop educational material and programs: with an emphasis on assisting in fostering better land use planning, community wildfire protection, regional transportation, tourism, reuse of historic structures, and other elements as defined in the plan.

- 6. Invite and encourage Forest Service Staff to participate with RC&D Councils in planning and implementation of council projects.

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

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Forest Service and NARC&D Council and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the Forest Service or NARC&D Council and the subsequent written concurrence. Either the Forest Service or NARC&D Council may terminate this MOU with a 60-day written notice.
4. RESPONSIBILITIES OF PARTIES. The Forest Service and NARC&D Council and their respective agencies and office 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.
5. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

<i>Forest Service Project Contact</i>	<i>Cooperator Project Contact</i>
Steven Yaddof	Roberta Jeanquart
USDA Forest Service	NARC&D Councils
14 th and Independence Ave	444 North Capitol Street, N.W.
Washington, DC 20250	Suite 345
	Washington, DC 20001
Phone: (202) 205-1386	Phone: (202)-434-4780
FAX: (202) 205-0975	FAX: (202)-434-4783
E-Mail: syaddof@fs.fed.us	E-Mail: narcdc@rcdnet.org

6. NON-FUND OBLIGATING DOCUMENT: Nothing in this MOU shall obligate either the Forest Service or NARC&D Council to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and NARC&D Council will require

execution of separate agreements and be contingent upon the availability of appropriated funds. Appropriate statutory authority must independently authorize such activities. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

7. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

THE PARTIES HERETO have executed this instrument.

NATIONAL ASSOCIATION OF
RESOURCE CONSERVATION AND
DEVELOPMENT COUNCILS

President

/s/ Joe M. Cantu
February 4, 2003

UNITED STATES DEPARTMENT OF
AGRICULTURE
FOREST SERVICE

FOR Chief

/s/Joel D. Holtrop
February 4, 2003

The authority and format of this instrument has been reviewed and approved for signature.

/s/ Robert Joyce

Robert Joyce
01/07/03 05:53 PM
FS Agreements Coordinator, Washington
DC