



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NATIONAL ASSOCIATION OF CLEAN WATER AGENCIES  
AND  
DUCKS UNLIMITED, INC.**

- I. **PURPOSE.** The purpose of this Memorandum of Understanding (MOU) is to provide a foundation for collaboration in protecting, restoring, enhancing, constructing and managing wetlands of value to waterfowl and other wildlife — a mutual priority of Ducks Unlimited (DU) and the National Association of Clean Water Agencies (NACWA). Activities carried out pursuant to this MOU will contribute significantly to improving our nation's water quality through an innovative wastewater treatment technique, as well as to the protection, restoration and enhancement of wetland ecosystems for waterfowl, other wildlife and people. Specific objectives of this MOU are outlined below.
- A. Promote the utilization of restored, enhanced and constructed wetlands to improve water quality through the treatment and management of stormwater, nutrients, and other pollutants, while providing significant benefit to waterfowl, other wildlife, and people;
  - B. Collaborate on public education programs highlighting the water quality benefits wetlands provide;
  - C. Promote the gathering and sharing of scientific data and research by either entity as it may affect water quality and habitat improvement;
  - D. Develop demonstration projects to test promising wetland management strategies while monitoring their efficacy in meeting multiple objectives; and
  - E. Promote collaboration in educating local, state, and federal officials on the conservation, environmental and economic benefits of restoring and constructing wetlands to treat wastewater and control stormwater runoff.
- II. **RESPONSIBILITIES.**
- A. NACWA and DU will seek opportunities to cooperate in efforts to promote the use of wetlands as tools for improving our nation's water quality while restoring, enhancing, and constructing wetlands that improve waterfowl and wildlife habitat.

B. NACWA, subject to the availability of resources, shall:

1. Communicate the establishment of this MOU to all NACWA Members;
2. Identify a point of contact for coordination of DU activities within NACWA;
3. With the concurrence of the affected NACWA member agency, make available to DU, to the extent legal and practicable, and as appropriate and required to accomplish the goals of this MOU, existing information on wetland management at NACWA Member facilities;
4. Look for opportunities, as appropriate, for partnership initiatives with DU;
5. Provide appropriate on-site, local and national recognition of DU's involvement in specific wetlands protection, restoration, and/or management activities; and
6. As appropriate, enter into partnership agreements for endeavors to accomplish specific work or research projects.

C. DU, subject to the availability of resources, shall:

1. Communicate the establishment of the MOU and method of implementation to all DU offices;
2. Identify a point of contact at each DU regional office to serve as coordinator for cooperative actions with NACWA;
3. As appropriate, provide on-site, local and national recognition of NACWA involvement in specific wetlands protection, restoration, construction, and/or management activities;
4. If requested, review potential NACWA member agency projects for waterfowl habitat restoration and to determine the extent and nature of DU involvement, if any; and
5. As appropriate, enter into partnership agreements for endeavors to accomplish specific work or research projects.


III. **GENERAL PRINCIPLES.** It is mutually agreed and understood by the parties that:

- A. Both parties affirm the value of native wetlands and agree that constructed wetlands should not serve as a replacement for native wetlands. These should be protected from hydrological, physical or nutrient perturbations that compromise their natural ecological functions. Further, both parties agree that native wetlands should not be converted to other functions or damaged in the furtherance of this MOU. Constructed wetlands do provide some of the functions of native wetlands and there are important opportunities for cooperation between DU and NACWA to provide those features in contexts that are beneficial to society.

- B. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to the MOU will be handled in accordance with each organization's applicable bylaws and procedures. Such endeavors, if any, will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for the noncompetitive award to DU of any contract or other agreement.
- C. This MOU is intended only to improve cooperation between NACWA and DU, and is not intended to create any right or benefit, substantive or procedural, enforceable at law by any party or any person.
- D. Nothing in this MOU shall be construed as affording DU any preferential treatment, exclusive rights, or privileges.
- E. NACWA and DU intend to conduct the activities contemplated in this agreement in accordance with existing authorities. If any provisions of this MOU are determined to be inconsistent with existing laws or regulations or directives governing the signatories, then the provisions of this MOU not affected by a finding of inconsistency shall remain in full force and effect.
- F. This MOU in no way restricts the parties from participating with other public or private agencies, organizations, and individuals. All parties recognize the importance of continuing cooperation and participation with non-governmental organizations and institutions in programs of mutual interest.
- G. The parties of this MOU or their designated representatives shall meet annually to review the implementation of this MOU.
- H. This MOU may be modified as necessary, by mutual agreement of both parties by the written amendment signed and dated by an authorized representative of each party.
- I. Either party may terminate this MOU by providing 45 days written notice to the other. Otherwise, this MOU will remain in force indefinitely.

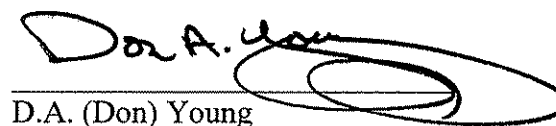
IV. **EFFECTIVE DATE.** The parties have executed this MOU as of the last date written below.

NATIONAL ASSOCIATION OF  
CLEAN WATER AGENCIES

  
Dick Champion  
President, NACWA

Date: 8 May 2007

DUCKS UNLIMITED, INC.

  
D.A. (Don) Young  
Executive Vice President, DU

Date: 8 May 2007

