

**Memorandum of Understanding
for
The National Training Course
on
Green Infrastructure and Clean Water**

This *Memorandum of Understanding* sets forth the understanding between the National Association of Clean Water Agencies (NACWA or the Association) and The Conservation Fund (TCF or the Fund) concerning the development and delivery of a new course focused on applying green infrastructure concepts and mechanisms to the challenge of meeting America's clean water needs.

Whereas, the National Association of Clean Water Agencies has helped develop and, with the U.S. Environmental Protection Agency (US EPA), has promulgated the "Statement of Support for Green Infrastructure," a document endorsed by The Conservation Fund and other public and private agencies and institutions; and

Whereas, the Fund has established and continues to build the Green Infrastructure Leadership Program (the Program) as a growing network of local, state and federal governmental agencies and non-governmental organizations; and

Whereas, the Conservation Leadership Network, the Fund's leadership development and training department based at the National Conservation Training Center, a US Fish and Wildlife Service facility dedicated to serving the needs of American conservation, successfully develops and delivers courses for professionals, public officials, and other interested parties on a broad variety of conservation topics; and

Whereas, in reflecting upon the decline in federal financial contributions for constructing new clean water infrastructure facilities and the rising demand for clean water to meet the needs of the Nation's economy and an expanding population, the Association and the Fund see opportunities to apply the strategic green infrastructure approach to achieve the following objectives:

- Comply with regulatory requirements cost effectively;
- Conserve and restore fresh water resources; and
- Integrate green and built infrastructure to improve management of wet weather flows and provide sewer, storm water, and drinking water services within watersheds and regions served by NACWA member agencies; and

Whereas, such opportunities would be realized more quickly if a specialized and focused training course were available for NACWA members,

Now therefore, NACWA and TCF enter into this Memorandum of Understanding and set forth the terms of their cooperation in creating a new curriculum based upon TCF's

existing national Green Infrastructure Course and NACWA's Green Infrastructure Programming as follows:

Article 1 – Background and Objectives of the Parties

NACWA serves its members who provide clean water management services across the country with operational and strategic leadership and policy development at the national, regional and state levels. Realizing that greater system capacity could be developed from improved utilization of natural systems and low-impact development techniques collectively referred to as green infrastructure, NACWA helped draft the "Statement in Support for Green Infrastructure" that was subsequently issued by the U.S. Environmental Protection Agency and endorsed by many public and private agencies.

TCF works in partnerships with public and private agencies and institutions to conserve America's legacy of land and water resources. It seeks an appropriate balance of economic and environmental objectives to create a more sustainable society. In pursuit of this mission, the Fund created the Green Infrastructure Leadership Program. The program is housed at the National Conservation Training Center and is part of the Fund's Conservation Leadership Network, which provides peer-to-peer conservation training courses and facilitates an ongoing network for those from all sectors of society who engage in the business of conservation.

Article 2 – Statement of Work

The parties agree to collaborate on the following:

- 1) Developing a new pilot course utilizing the green infrastructure approach to strategic conservation that gives special emphasis to meeting the water resource needs of metropolitan areas;
- 2) Seeking financial support for course development and delivery. The parties will also seek support to provide scholarships to ensure the participation of all who would benefit from the training. The parties will create a means of soliciting, reviewing and selecting scholarship recipients if funds are available to distribute;
- 3) Reaching out to engage public agencies and other institutions that might be interested in taking part in or lending support to this effort; and
- 4) Considering related additional and future training needs and mechanisms, including developing the concept of a Clean Water Academy that would provide multiple training opportunities in a variety of media, including asynchronous, remotely accessed on-demand training, webinars and teleconferences, and classroom-based, peer-to-peer learning.

Article 3 – Other Provisions

The parties shall establish a Design Team comprised of such members as seem appropriate and desirable for the purpose of designing the course. In consultation with each other and coordinating with the National Conservation Training Center, the parties shall set a 2008 date for course delivery.

Article 4 – Effective Date and Term

This *Memorandum* shall go into effect when signed by a representative of each party who is authorized by the respective organization to enter into contracts on its behalf.

Article 5 – Key Contacts

The following persons shall serve as primary project contacts and back-up contacts:

For the Association:

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For the Fund:

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Article 6 – Modification and Termination

The *Memorandum* may be modified only in writing executed by the parties.
Either party may terminate its participation by providing all other parties with written notice of its intention at least 90 days in advance of the effective date of its termination.

Article 7 – Non-exclusivity and Agency

This *Memorandum* does not restrict any party from entering into such other agreements or arrangements as it may choose and does not create any express or implied agency authority for a party to act as a representative of the other party.

In witness whereof, the parties have executed this *Memorandum of Understanding*.

National Association of Clean Water Agencies

Signed: _____

Ken Kirk
Executive Director
National Association of Clean Water Agencies
1816 Jefferson Place, NW
Washington, DC 20036-2505

Date: 2/27/08

The Conservation Fund

Signed: _____

Lawrence Selzer
President and CEO
The Conservation Fund
1655 North Fort Myer Drive, Suite 1300
Arlington, VA 22209

Date: 2.24.08