



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL ASSOCIATION OF CLEAN WATER AGENCIES
AND
THE NATIONAL MILK PRODUCERS FEDERATION**

I. PURPOSE.

The purpose of this agreement is to provide a foundation for collaboration in making watershed-level water quality improvements, including generation of environmental service credits, and the production of fertilizer from existing and emerging technologies. Such collaboration will also provide an opportunity for the generation of renewable energy and a reduction in greenhouse gas emissions among other benefits. The guiding vision for this agreement is the development of strategies for collaboration on dairy farms by partnering on mutually beneficial projects that utilize best land and manure management practices, anaerobic digestion, and nutrient separation technologies.

The 2014 Farm Bill established the Regional Conservation Partnership Program (RCPP) at the U.S. Department of Agriculture which ushers in a new era of conservation by encouraging partnerships between agricultural producers and municipal entities to improve water quality. Activities carried out pursuant to this Memorandum of Understanding (MOU) are consistent with this new approach and will contribute significantly to improving our nation's water quality, air quality, clean renewable energy generation, and the economic well-being of our members – a mutual priority of the National Milk Producers Federation (NMPF) and the National Association of Clean Water Agencies (NACWA). Specific objectives of this MOU are outlined below:

- A. Partner in educating local, state, and federal officials on the conservation, environmental and economic benefits of collaboration between dairy farmers and wastewater treatment agencies to treat nutrient-rich wastes and control stormwater runoff;

- B. Encourage NACWA utility members and NMPF cooperatives to engage at the watershed level to improve communication and educate each other on key issues and, as appropriate, enter into partnerships, including through the RCPP, to improve water quality in local watersheds;
- C. Work together, through potential joint meetings with the U.S. Environmental Protection Agency, the U.S. Department of Energy, the U.S. Department of Agriculture, the U.S. Department of Transportation, and other agencies as appropriate, to educate policy makers and regulators on the need for greater regulatory flexibility to better enable the innovative efforts taking place within the wastewater and dairy sectors, and the impact such collaborative work can have on improving water quality;
- D. Promote the gathering and sharing of scientific data and research by either NACWA or NMPF or their respective members as it may affect water quality;
- E. Develop demonstration projects to test promising watershed management strategies, including water quality trading and land management practices, while monitoring their efficacy in meeting multiple objectives; and
- F. Leverage federal interest from Congress, via the Farm Bill, as well as the U.S. Department of Agriculture, U.S. Environmental Protection Agency and the US Department of Energy (or other federal agencies as appropriate) in furthering partnerships intended to improve water quality.

II. **RESPONSIBILITIES.**

- A. NACWA and NMPF will seek opportunities for cooperation in efforts to promote the use of best land and manure management practices, anaerobic digestion and nutrient separation technologies as tools for improving our nation's water quality.
- B. NACWA and NMPF, subject to the availability of resources, shall:
 1. Communicate the establishment of this MOU to their respective members;
 2. Identify points of contact for coordination between NMPF and NACWA activities;
 3. With the concurrence of the affected members, make available, to the extent legal and practicable, and as appropriate and required to accomplish the goals of this MOU, existing information on nutrient management at NACWA and NMPF member facilities;
 4. Share, as appropriate, information on greenhouse gas reduction efforts, renewable energy opportunities and nutrient separation technology.
 5. Look for opportunities, as appropriate, for partnership initiatives among NACWA members and NMPF cooperatives;

6. Provide appropriate on-site, local and national recognition of NMPF and NACWA involvement in specific watershed protection and/or anaerobic digestion activities/collaborations; and
7. 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 recognize and affirm the value of the water quality benefits that result from best land and manure management practices; anaerobic digestion, whether on individual farms or together as a group of farms within a community; nutrient separation technologies combined with or independent from anaerobic digestion; the value of harnessing the energy production potential available through anaerobic digestion of dairy and wastewater treatment residuals, including co-digestion of similar wastes; and the other benefits that such practices impart, including reduced greenhouse gas production. There are important opportunities for the respective members of NMPF and NACWA to find synergies where they can create meaningful pilot programs to help advance water quality and broader environmental goals through collaboration and innovation.
- 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 NMPF or NACWA of any contract or other agreement.
- C. This MOU is intended to improve cooperation between NACWA and NMPF, 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 NMPF or NACWA any preferential treatment, exclusive rights, or privileges.
- E. NACWA and NMPF 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

Ken Kirk
Executive Director, NACWA
Date: September 9, 2014

NATIONAL MILK PRODUCERS FEDERATION

Jim Mulhern
CEO and President, NMPF
Date: September 9, 2014