

MEMORANDUM OF UNDERSTANDING
AMONG THE
UNITED STATES GEOLOGICAL SURVEY,
UNITED STATES FISH AND WILDLIFE SERVICE,
NATURAL RESOURCES CONSERVATION SERVICE,
COMMODITY CREDIT CORPORATION,
AND
FARM SERVICE AGENCY

A PARTNERSHIP TO SUPPORT RESEARCH, DEVELOPMENT, AND INFORMATION TRANSFER TO QUANTIFY THE CONSERVATION BENEFITS OF LAND MANAGEMENT PRACTICES AND PROGRAMS ADMINISTERED BY THE U.S. DEPARTMENT OF THE INTERIOR (DOI) AND THE U.S. DEPARTMENT OF AGRICULTURE (USDA)

I. AUTHORITY AND MECHANISMS FOR COOPERATION

The authority of the Agencies to enter into this Memorandum of Understanding (MOU) are the Soil Conservation and Domestic Allotment Act (16 U.S.C. 590 a-590f), Public Law 74-46; Fish and Wildlife Coordination Act (16 U.S.C. 661-667e); Fish and Wildlife Act of 1956 (16 U.S.C. 742(a)-754); the U.S. Geological Survey (USGS) Organic Act (43 U.S.C. 36c); and the Commodity Credit Corporation (CCC) Charter Act (15 U.S.C. 714). To the extent future grants and/or cooperative agreements are issued by the Agencies to any vendor or university, they will be issued in adherence to all applicable Federal laws and regulations.

II. PURPOSE

This MOU is made and entered into among the U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS), CCC, Farm Service Agency (FSA) and the U.S. Department of the Interior, Fish and Wildlife Service (FWS) and USGS, hereinafter referred to as the Agencies. The purpose of this MOU is to establish and define areas of cooperation between the Agencies to conduct research and to develop information and technology to increase the effectiveness of land management practices on the conservation of physical and biological components of ecological systems in the United States. The Agencies administer and research various programs (e.g., Partners for Fish and Wildlife Program, Conservation Reserve Program (CRP), Wetlands Reserve Program (WRP), Environmental Quality Incentives Program (EQIP)) having similar goals and objectives such that a collaborative venture involving each Agency would be beneficial for addressing multiple needs of mutual interest to all Agencies.

III. BACKGROUND AND MUTUAL BENEFITS AND INTERESTS

Cooperation through this MOU will provide the Agencies with a methodology to quantify the benefits of conservation and land management practices and programs and provide information essential to their improvement. More specifically, this MOU will facilitate development and evaluation of methods to assist the Agencies in efforts to determine the effectiveness of conservation practices and programs targeting both uplands and wetlands at multiple scales. Accomplishing this goal will require development of methodologies to document improvements in a wide array of conservation benefits, including but not limited to, floodwater storage, sediment dynamics, water quality, carbon sequestration, and various measures of biological response. It will build on existing data and the collective capabilities of the Agencies in monitoring, research, technology development, and information transfer. Additional benefits include (1) increased scientific knowledge of system processes leading to enhanced conservation and land management programs and practices, (2) development of a common set of conservation measures across agencies using standard terms, (3) improved communication and more comprehensive reporting of program accomplishments, and (4) development of a network for sharing data among Agencies to the maximum extent possible within the regulatory constraints of each individual Agency.

This MOU establishes a structure and mechanism for cooperation between Agencies but does not preclude the independent execution of contracts or other agreements by individual Agencies.

Representatives of the Agencies have previously identified specific areas of mutual interest and opportunities for collaboration. Establishment of a formal interagency partnership through this MOU represents a continuation and broadening of that collaboration to enhance the conservation of natural resources. This collaboration among Agencies will attract academic and other scientists from multiple disciplines and will lead to development of a broader network of partnering scientists to assist in identifying, developing, and implementing this and other projects of mutual benefit.

IV. SCOPE

The Agencies will cooperate on mutually agreed upon projects to evaluate methodologies to quantify the benefits of conservation practices implemented by the Agencies in the United States. Participation in each project by an agency is voluntary. Expansion to a national evaluation is the long-term goal of the Agencies but initial pilot work will be conducted at a regional scale, such as in the Prairie Pothole and the Lower Mississippi Valley Regions, to explore procedures and test approaches. This will minimize costs associated with the exploratory analysis and make expansion to other regions more efficient. Development of compatible methodologies in other regions or ecological systems will be initiated to refine the approach and data collection used in the regional pilots. Ultimately, work may be on-going in multiple regions simultaneously.

At a national scale, initial activities under this MOU will focus in the following areas:

- 1) Development of a national concept document for evaluation of conservation benefits of covered USDA and DOI programs
- 2) Development of an effective communication network within and among Agencies at different levels within each organization

- 3) Selection of project areas
- 4) Project specific identification of conservation benefits to be quantified, including the precision required and the temporal periodicity of reporting results.

V. IMPLEMENTATION AND RESPONSIBILITIES

The Agencies agree to establish a Technical Steering Committee for each regional project that will consist of at least two members from each participating Agency. Each Technical Steering Committee will collaboratively establish project goals; plan monitoring, research, and development activities; keep members of the Executive Committee informed about progress and problems; and report annually on accomplishments related to the project. The Agencies will share resources as appropriate and will work together to ensure the integrity and quality of project goals. An Executive Steering Committee composed of at least one member (and, optionally, one alternate) from each Agency will be established to provide national oversight and long-term direction; secure supporting resources and support the Technical Steering Committees; consider priorities and conflicts; and champion the cooperative effort from a national perspective.

VI. FINANCIAL ARRANGEMENTS

- A. This MOU defines in general terms the basis on which signatory Agencies will cooperate, and as such, does not obligate the expenditure of any funds. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and expertise will be provided by each signatory Agency to the extent that their participation is required and resources are available to achieve the products identified by the signatory Agency.
- B. This MOU is neither a fiscal nor funds obligation document. Any endeavor involving reimbursement or contribution of funds between parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be documented in separate agreements, with specific projects between parties articulated; separate agreements will reference this MOU.
- C. This MOU in no way restricts the Agencies from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- D. Nothing in this MOU will obligate the Agencies to expend appropriations or to enter into any contracts or other obligations.

VII. DATA DISTRIBUTION ARRANGEMENTS

USDA

The exchange of data by the NRCS and the FSA, and the use of such data by the Agencies, will be carried out in compliance with section 1244(b) of the Food Security Act of 1985, 16 U.S.C. 3844(b), and applicable implementing regulations. Data will be shared on a project-by-project basis and will be used only for that project. Where the same data is needed by more than one project facilitated by this MOU, this need will be identified in the specific project funding agreement between the MOU signatories involved to expedite data distribution.

VIII. PERIOD OF AGREEMENT

This MOU will become effective as of the date of approval of the last signature and will continue in effect for a period of 5 years, which is currently the amount of time permitted under the statutory limitations. No extension of time will be permitted. This MOU may be cancelled, renegotiated, amended, or modified by a written amendment through an exchange of correspondence between authorized officials of the signatory parties.

Any Agency may terminate or withdraw from this MOU at any time before the expiration date by providing 30-day written notice to all other signatory Agencies.

IX. PROVISIONS

As a condition of this MOU, all signatory parties assure and certify that this MOU, and any agreements written pursuant to this MOU, will comply with the nondiscrimination provisions contained in Title VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscriminatory statutes. They also will be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subpart A.B.), which provides that no person in the United States shall, on the grounds of race, national origin, age, sex, religion, marital status, or disability be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Agriculture, or any agency thereof. Regulation of the Secretary of the Interior (43 CFR 17) provides that no person in the United States shall, on the grounds of race, color, national origin, age, or disability be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of the Interior, or any agency thereof. This MOU and any agreements will be in accordance with such regulations.

Annual progress reports and the final technical report are to be submitted to the Agencies administrative and technical contacts listed below.

X. TECHNICAL AND ADMINISTRATIVE CONTACTS

NRCS Administrative Contact:
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X. APPROVALS




Arlen Lancaster
Chief, Natural Resources Conservation Service
U.S. Department of Agriculture

MAR 22, 2007
Date



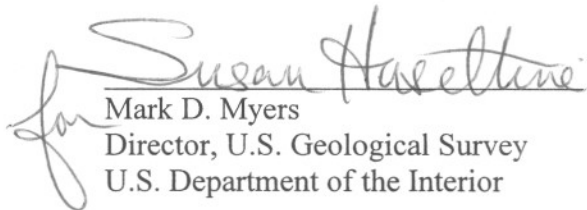
H. Dale Hall
Director, U.S. Fish and Wildlife Service
U.S. Department of the Interior

3/22/07
Date



Teresa C. Lasseter
Administrator, Farm Service Agency and Executive Vice President, CCC
U.S. Department of Agriculture

3-22-07
Date



Mark D. Myers
Director, U.S. Geological Survey
U.S. Department of the Interior

3/22/07
Date