

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**U.S. DEPARTMENT OF AGRICULTURE**  
**NATURAL RESOURCES CONSERVATION SERVICE**  
**AND**  
**TROUT UNLIMITED, INC.**

This Memorandum of Understanding (MOU) is entered into and between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) and Trout Unlimited, Inc. (TU).

**I. PRINCIPAL AUTHORITIES**

This MOU is entered into under the following principal authorities:

- Soil Conservation and Domestic Allotment Act, as amended [Public Law 74-46, 49 Stat. 163, 16 U.S.C. 590 b-f].
- Commodity Credit Corporation Charter Act as amended [15 U.S.C. 714c].
- Food Security Act of 1985 as amended [16 U.S.C. 3841 et. seq.].
- Food, Agriculture, Conservation and Trade Act of 1990 [Public Law 101-624].
- Farm Security and Rural Investment Act of 2002 [Public Law 107-171].

**II. BACKGROUND**

NRCS provides planning, technical, and financial assistance for the conservation of natural resources on private lands. Wetlands and aquatic habitats and the species utilizing them are considered to be two of several key resource concerns by NRCS in their ecosystem-based approach to conservation. Many aquatic species, including both coldwater and warmwater fishes, have specific habitat requirements that must be met to sustain their populations. USDA conservation programs such as the Conservation Reserve Program (CRP), Conservation Reserve Enhancement Program (CREP), Wetlands Reserve Program (WRP), Environmental Quality Incentives Program (EQIP), and Wildlife Habitat Incentives Program (WHIP) help protect, restore, and enhance essential components of aquatic habitats, including clean water, stable streambanks, intact uplands and riparian areas, fish passage, instream, and floodplain geomorphology.

The mission of TU is to conserve, protect and restore North America's trout and salmon fisheries and their watersheds. TU accomplishes this mission on local, State, and national levels with an extensive and dedicated volunteer network. TU's national office, based just outside of Washington, D.C., and its regional offices employ professionals

who testify before Congress, publish a quarterly magazine, intervene in federal legal proceedings, and work with the organization's 125,000 volunteers in 500 chapters nationwide to keep them active and involved in conservation issues.

### **III. PURPOSE**

The purpose of this MOU is to provide a framework for cooperative activities between NRCS and TU necessary to maintain and enhance wetland and aquatic habitats and associated fish, and aquatic species. Such activities can include, but are not limited to aquatic and riparian habitat improvement projects, fish passage projects, the provision of technical assistance, delivery of information and educational materials, collaboration on aquatic habitat and fisheries research, and the development of habitat improvement techniques.

### **IV. RESPONSIBILITIES**

#### **A. NRCS and TU mutually agree:**

1. That each and every provision of this MOU is subject to the laws and regulations of the United States.
2. To attempt to identify and develop cooperative projects, including project title, description, scope, objectives, costs, anticipated outputs and period of performance for activities that advance aquatic habitat conservation.
3. To attempt to implement the most beneficial practices available for aquatic and riparian habitat conservation by seeking out and employing the latest technologies and practices, by forming partnerships with other governmental and/or non-governmental agencies, groups, and individuals to enter into innovative cooperative programs for more large scale conservation projects, and by working cooperatively to maximize the amount of federal funding that goes towards aquatic and riparian habitat conservation.
4. That this MOU is neither a fiscal, nor funds obligating document. Any endeavor by either party that involves the reimbursement, contribution of funds, transfer of anything of value between the parties will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors shall be outlined in separate agreements; shall be made in writing by representatives of both parties; and will be independently authorized by appropriate statutory authority. This MOU does not provide such authority.

5. That either party may assume the responsibility for the design and implementation of projects under this MOU if such projects are completed subject to appropriate standards and specifications mutually agreed to by NRCS and TU in the project specific cooperative agreement, grant, task order, or contract.
6. To collectively review programs and activities associated with this MOU to assess progress and to plan future program direction as appropriate.
7. That nothing herein shall be construed as obligating NRCS to expend, or as involving the United States in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for these projects by NRCS.
8. That nothing herein shall be construed as obligating TU to expend, or as involving TU in any contract or other obligation for the future payment of money in excess of budgeted and available funds allocated for these projects by TU.
9. That each party agrees that it will be responsible for its own acts and shall not be responsible for the acts of other parties and the results thereof. Each party, therefore agrees, that it will assume all risk and liability to itself, its agents or its employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents or employees, under this MOU, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the projects under and pursuant to this MOU. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
10. That each party recognizes that the other party may work independently and in cooperation with other entities in the completion of the type of conservation activities applicable to this agreement.

B. NRCS agrees:

1. To provide training, as it deems necessary, to its staff on fish and aquatic habitat conservation using as one of many technical sources the current technical information provided by TU.
2. To utilize its public information program to inform private landowners about aquatic and riparian habitat conservation practices and

programs, including when appropriate distribution of technical and financial assistance information is available through TU.

3. To provide appropriate recognition of TU on all cooperative projects conducted under this MOU.
4. To provide assistance for cooperative activities under this MOU subject to project specific cooperative agreements, grants, task orders, or contracts. Examples of activities that should receive assistance include, but are not limited to, riparian buffer improvements and planting of forest buffers, in-stream improvements such as stream channel modifications and restorations, stream bank protection and stabilization, fish passage projects, water conservation projects, livestock fencing, education and outreach programs, and any other projects that benefit aquatic and riparian habitats.
5. To provide assistance for implementing the use of innovative technologies and projects which address the mutual goals of TU and NRCS for aquatic and riparian habitat conservation.

C. TU agrees to:

1. Provide NRCS with information regarding the status of fish and other aquatic species populations and stream, lake, and riparian habitat management techniques.
2. To inform its members and the general public about aquatic and riparian habitat conservation projects conducted cooperatively with NRCS.
3. To inform its members and the general public about the conservation programs offered by NRCS, and to encourage those entities to apply for and undertake the practices necessary to become enrolled in those programs.
4. To assist NRCS in the training of its personnel in aquatic and riparian habitat conservation and management.
5. To provide assistance to NRCS for cooperative activities under this MOU subject to project specific cooperative agreements, grants, task orders, or contracts.
6. To provide appropriate recognition of NRCS, TU members, and the general public on all cooperative projects conducted under this MOU.

## **V. FUNDING**

This MOU is to define, in general terms, the basis on which the parties concerned will cooperate, and as such, does not constitute a direct financial obligation for expenditures.

## **VI. CONTACTS**

### **A. NRCS:**

1. Howard Hankin (Technical)  
National Aquatic Ecologist  
P.O. Box 2890, Room 6150-S  
Washington, DC 20013-2890
2. Kathryn Staley (Technical)  
Fisheries Biologist  
Wildlife Habitat Management Institute  
Department of Fisheries and Wildlife  
104 Nash Hall  
Oregon State University  
Corvallis, OR 97331
3. Diane E. Gelburd  
Director, Ecological Sciences Division (Administrative)  
P.O. Box 2890, Room 6158-S  
Washington, DC 20013-2890

### **B. TU:**

1. Joe McGurrin  
Resource Director  
1500 Wilson Boulevard, Suite 310  
Arlington, VA 22209-2310
2. Chris Wood  
Director of Watershed Programs  
1500 Wilson Boulevard, Suite 310  
Arlington, VA 22209-2310

3. Steve Moyer  
Vice President Conservation Programs  
1500 Wilson Boulevard, Suite 310  
Arlington, VA 22209-2310

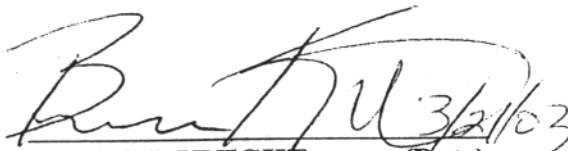
## VII. DURATION

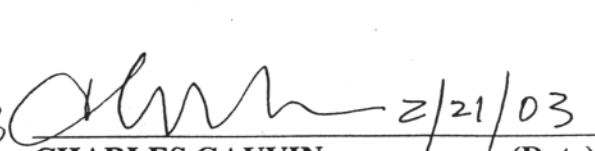
This MOU shall become effective the date of the last signature and continue in effect for a period of 5 years or until modified or terminated. This MOU may be modified or amended upon written consent of both parties. This MOU may be terminated with a 30-day written notice from either party.

## VIII. PROVISIONS

- A. All activities and programs conducted under this MOU shall be administered in accordance with the requirements of Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Department of Justice regulations enforcing nondiscrimination requirements, and Agricultural departmental rules and regulations. Compliance ensures access in all aspects of program delivery of benefits and services to the public without regards to race, color, national origin, religion, sex, age, disability, marital status, familial status, parental status, sexual orientation, or because all or part of an individual's income is derived from any public assistance program.
- B. All activities and programs conducted under this MOU shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

The undersigned hereby agree to the above specified terms and conditions.

 3/21/03  
**BRUCE I. KNIGHT** (Date)  
Chief  
Natural Resources Conservation Service

 2/21/03  
**CHARLES GAUVIN** (Date)  
President  
Trout Unlimited