

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
AND
PHEASANTS FOREVER, INC.

This Memorandum of Understanding (MOU) is entered into between the Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), and Pheasants Forever, Inc. (PF).

I. AUTHORITIES

This MOU is entered into in accordance with the:

- 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]; and
- Federal Agriculture Improvement and Reform Act of 1996 [Public Law 104-127].
- Farm Security and Rural Investment Act of 2002

II. INTRODUCTION

NRCS provides planning, technical and financial assistance for the conservation of natural resources on private lands. Wildlife is an important resource concern of NRCS in their ecosystem-based approach to conservation. Many species of upland wildlife, including pheasants, have specific habitat requirements that must be met to complete their life cycle. USDA conservation programs such as the Conservation Reserve Program (CRP), Wetlands Reserve Program (WRP) and Wildlife Habitat Incentives Program (WHIP), Buffer Initiative, Conservation Reserve Enhancement Program (CREP) helps protect, restore and enhance essential upland wildlife habitats.

The mission of PF is to protect and enhance pheasants and other wildlife populations in North America through habitat improvement, public awareness and education, and land management benefiting landowners and wildlife.

III. PURPOSE

The purpose of this MOU is to establish a framework of cooperation between NRCS and PF relative to maintaining and enhancing the productivity of pheasant and other wildlife habitats on private and public lands. Such activities include, but are not limited, to pheasant and habitat conservation projects, provision of technical assistance, delivery of information and educational materials, and collaboration on habitat and wildlife research, and development of habitat enhancement techniques.

IV. RESPONSIBILITIES

A. PF agrees to:

1. Provide NRCS with information regarding the status of pheasant populations, habitat restoration and management techniques, and progress in implementing the objectives of PF.
2. Inform all members and the general public about pheasant and associated wildlife conservation projects conducted cooperatively with NRCS.
3. Assist in the training of NRCS personnel relative to pheasant and associated wildlife conservation and management.

B. NRCS agrees to:

1. Provide training as it deems necessary to NRCS staff on pheasant and other wildlife conservation on croplands and other associated lands using as a technical source the current technical information provided by PF.
2. Utilize its public information program to inform private landowners about pheasant and associated wildlife conservation practices and programs, including when appropriate distribution of technical and financial assistance information available through PF.
3. Provide information to PF on Farm Bill conservation programs and activities that positively affect pheasant conservation programs and seek technical guidance on the improvement of conservation techniques and practices.

C. It is mutually agreed upon by both parties:

1. To collectively identify and develop cooperative projects and programs conducted under this MOU that advance pheasant and other wildlife habitat conservation with private landowners and operators.
2. To periodically review the progress of programs or projects developed under this MOU and plan future program direction as appropriate.
3. To provide recognition of NRCS, PF members, and the general public on all projects or programs conducted under this MOU.
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 shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.
5. This MOU in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
6. That each party agrees that is it will be responsible for its own acts and results thereof and shall not be responsible for the acts of the other parties and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or 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); and,
7. That all activities and programs conducted under this MOU shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment 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 Department of Agriculture rules and regulations. Compliance ensures access in all aspects of

program delivery of benefits and services to the public without regards race, color, national origin, 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.

8. That all activities conducted under this MOU shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

V. TECHNICAL/ADMINISTRATIVE CONTACTS

A. NRCS:

1. Lee Bensey, Director, Watersheds and Wetlands Division (Administrative Contact)
USDA Natural Resources Conservation Service
P.O. Box 2890, Room 6014-S
Washington, DC 20013-2890
2. Mike W. Anderson, National Wildlife Biologist, Ecological Sciences Division (Technical Contact)
USDA Natural Resources Conservation Service
P.O. Box 2890, Room 6154-S
Washington, DC 20013-2890

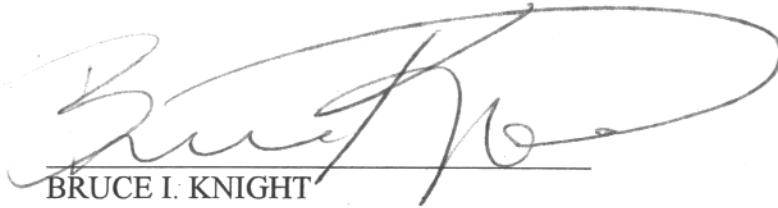
B. PF:

1. Dave Nomsen, Vice President of Governmental Affairs
Pheasant Forever
1783 Buerkle Circle
St. Paul, MN 55110
2. Joe Duggan, Vice President of Development & Public Affairs
Pheasant Forever
1783 Buerkle Circle
St. Paul, MN 55110

VI. DURATION

This MOU shall become effective the date of the last signature and will continue to be in effect for a period of five years or until it is 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.

Accepted by:



BRUCE I. KNIGHT
Chief
Natural Resources Conservation Service

1/9/03
DATE



HOWARD K. VINCENT
Chief Executive Officer
Pheasant Forever, Inc.

1/9/03
DATE