

# **MEMORANDUM OF UNDERSTANDING**

between the  
United States Department of Agriculture  
and the  
United States Department of Transportation

The U.S. Department of Agriculture (USDA) and the U.S. Department of Transportation (USDOT), also referred to herein as "Party" or "Parties," jointly agree to establish this memorandum of understanding (MOU) to address long-term agricultural transportation and rural passenger and freight mobility challenges. USDA and USDOT recognize the uniqueness of agricultural transportation and rural mobility issues and agree to coordinate activities aimed at addressing those issues. This joint effort is intended to eliminate duplicate activities and result in mutually beneficial assistance to each Party's constituencies.

## **ARTICLE I**

### **Authorities**

This MOU is entered into by authority of Title 23, Highways and Title 49, Transportation, United States Code, the Agricultural Adjustment Act of 1938 (7 U.S.C. 1291), the Agricultural Marketing Act of 1946 (7 U.S.C. 1622 (j)), and USDA Departmental Regulation 1314-1, 6-23-82, Memorandum of Understanding.

## **ARTICLE II**

### **Scope of Collaborative Activities**

Both Departments jointly recognize the importance of a safe, efficient, responsive, and competitive transportation system which serves the needs of U.S. agriculture and rural America in marketing rural products, in transporting needed rural inputs, and in providing for rural passenger mobility. USDOT is the focal point within the Federal government for matters of transportation policy and planning. USDA's interest in transportation issues is in ensuring that the future needs of U.S. agriculture and rural America for transportation services and infrastructure are met.

Joint research by the U.S. Department of Transportation, Oak Ridge National Laboratory, and the U.S. Department of Agriculture on an informal basis has revealed U.S. agriculture to be a major user of freight transportation services in the United States. U.S. agriculture and rural America not only use transportation services to market rural products and obtain needed rural inputs, but also use transportation services and infrastructure for passenger mobility. Future work on long-term rural transportation issues can benefit from the assistance, expertise and the resources of both parties working together.

This MOU would formalize a collaborative approach to agricultural transportation and rural passenger and freight mobility issues through the creation of a Rural Transportation Task Force between the two agencies, This task force would combine USDOT expertise in rural passenger and freight transportation with USDA's expertise in

agricultural marketing and the changing rural and agricultural economies. The task force would improve communication between the two agencies on agricultural and rural transportation issues. The task force will recognize and utilize, where appropriate, the products of other Federal coordinating activities involving rural transportation matters, including, but not limited to: Forest Service/Federal Highway Administration MOUs on Forest Highways, the Department of Interior/Department of Transportation Joint Agreement for Planning Park Transportation, the Department of Transportation/Department of Health and Human Services Coordinating Council on Mobility and Access, and the National Rural Development Partnership.

In developing its functions and operating procedures, the task force will consider such areas as:

- 1) information sharing;
- 2) identification of rural mobility issues;
- 3) joint research and policy analysis;
- 4) outreach to the users and providers of rural transportation services; and
- 5) development of joint policy recommendations, where appropriate.

The Secretaries shall determine the structure and operating procedures of the task force, with membership not to exceed five from each Department. No recommendations or actions of the RTTF shall be binding on the parties.

## **ARTICLE III**

### **General Provisions**

Activities under this MOU will be subject to the following general provisions:

1. Collaboration under this MOU will be in accordance with the applicable statutes and regulations governing USDA and USDOT, respectively.
2. This MOU in no way restricts the statutory authority of either party, in regulatory proceedings before the other.
3. Nothing in this MOU is intended to affect any other agreements or arrangements of USDA or USDOT in existence on the effective date of this MOU.
4. Subject to the Freedom of Information Act (5 U.S.C. 552) (FOIA), decisions on disclosure of information to the public based on information and data collected as a result of this MOU will be made following consultation between USDA and USDOT. Recommendations by the RTTF to the respective agencies shall be deemed to be predecisional staff recommendations by the staff of each agency for FOIA purposes.

## **ARTICLE IV**

### **Funding**

To the extent permitted by law, all costs resulting from cooperation under this MOU will be borne by the party that incurs them; unless otherwise agreed to by them. It is expressly understood that the ability of USDA and USDOT to carry out their obligations under this MOU is subject to the availability of appropriated funds.

## **ARTICLE V**


### **Effective Date and Termination**

This MOU will become effective upon the signature of both USDA and USDOT. This MOU may be terminated at any time by either Party upon written notice to the other party.

Executed in duplicate on the dates indicated below:

  
\_\_\_\_\_  
RODNEY E. SLATER  
Secretary, U.S. Department of Transportation

8-7-98  
Date

  
\_\_\_\_\_  
DAN GLICKMAN  
Secretary, U.S. Department of Agriculture

7/27/98  
Date