

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

This memorandum of understanding (MOU) is entered into by and between Quail Unlimited, Inc. (QU), and the Department of Agriculture, Natural Resources Conservation Service (NRCS).

## **BACKGROUND**

Wildlife is considered to be a key resource of concern by NRCS in the ecosystem-based approach to conservation. NRCS works hand-in-hand with people to conserve natural resources on private lands. This includes providing planning and technical assistance for the improvement of wildlife habitat. The NRCS field staff work with landowners to enhance wildlife habitat on their lands. Many species, including the North American quail, have specific habitat requirements that must be met in order to complete their life cycle. In order to enhance or develop quail habitat on private land, NRCS must have species biology information, population assessment methods, and habitat development techniques readily available.

The mission of Quail Unlimited, Inc. is to conserve quail and to preserve the quail hunting tradition by supporting scientific wildlife management on public, private, and corporate lands. QU recognizes the need to expand their technical delivery system to the private sector, especially direct assistance to landowners.

## **PURPOSE**

The purpose of this MOU is to provide a framework for cooperative management of activities necessary to maintain and enhance the productivity of quail habitats on private and public lands.

## **RESPONSIBILITIES**

### **A. Quail Unlimited will:**

1. Provide quail habitat management information to the NRCS.
2. Refer members and customers to the NRCS for quail habitat technical assistance.
3. Assist with coordinating and providing quail habitat training to NRCS staff.

### **B. Natural Resources Conservation Service will:**

1. Provide updated technical information reflecting current research results and recommendations of the QU for quail habitat management to its field offices.

2. Train field office personnel to improve quail habitat on private and public lands with assistance from QU using current technical information. Guidelines will be developed on the state level to maintain technical abilities.
3. Utilize its public information program to inform landowners of available assistance.

C. It is mutually agreed and understood that both parties will:

1. Agree to cooperate fully with each other in the management and improvement of the quail habitat on private and public lands in the United States.
2. Meet annually to review implementation of this partnership and make any necessary improvements.
3. Recognize that service personnel and facilities are to be under this administrative jurisdiction.
4. Personnel, facilities, and funds available to QU from state, local, and private sources are to be under the administrative jurisdiction of QU.
5. All matters that may require administrative action or approval by NRCS will be handled through the established administrative procedures of NRCS.

## **BENEFITS**

Mutual benefits will:

Strengthen our conservation partnership in the wise use of the nation's wildlife resources.

- A. Increase the levels of technical knowledge for both parties, therefore providing greater quality service to the landowners.
- B. Assist with reversing the downward trend of quail population in certain regions of the nation.
- C. Result in increased public knowledge of wildlife benefits to the environment and economic benefits derived from wildlife.
- D. Assist with the implementation of the 1996 Federal Agriculture Improvement Reform Act (FAIR).

## **FUNDING**

- A. This MOU is to define, in general terms, the basis on which the parties concerned will cooperate and, as such, does not constitute a financial obligation to serve as a basis for expenditures. No transfer of Federal funds will be involved under this MOU.
- B. Any expenditure of funds will be provided for under joint or cooperative agreements between QU and NRCS contingent upon the availability of funds as appropriated by Congress from which the expenditures legally may be met. These agreements will specify the project or activity title, scope of work, deliverable final products, period of performance, and amount of payment.

## **TECHNICAL/ADMINISTRATIVE CONTACTS**

### **A. Quail Unlimited**

1. Roger Wells (technical)  
National Habitat Coordinator  
Quail Unlimited, Inc.  
868 CR 290  
Americus, KS 66835

### **B. Natural Resources Conservation Service**

1. Mike Anderson (technical)  
National Wildlife Biologist USDA-NRCS  
P.O. Box 2890  
Washington, DC 20013
2. Gary Nordstrum (administrative)  
Director, USDA-NRCS  
P.O. Box 2890  
Washington, DC 20013
3. Mark W. Berkland (administrative)  
State Conservationist  
USDA-NRCS  
1835 Assembly Street, Room 950  
Columbia, South Carolina 29201

## **PERIOD OF MOU**

- A. This MOU will be in full force and effect for a period of 5 years, beginning April 1, 1996, and continuing through September 30, 2001.
- B. This MOU and any agreement(s) written hereunder may be amended, extended, or modified through an exchange of correspondence between the authorizing and administrative officials of NRCS and QU, provided such an extension does not extend this MOU and any agreement(s) written hereunder beyond the end of the fiscal year in which the work is completed.
- C. This MOU or any agreement(s) written hereunder may be terminated by authorized officials of any party hereto with written notification to the other party at least 60 calendar days in advance of the effective date of termination. This MOU or any agreement(s) written hereunder may be terminated by either party because of failure to comply with the provisions of this MOU or any agreements written hereunder.
- D. None of the signatories of this MOU or agreement(s) written under this MOU are bound by any obligation in this MOU or agreement(s) written hereunder or any supplement thereto or other appropriate arrangements that involve the expenditure of funds or period in excess of that authorized by this MOU or agreement(s) written hereunder.

## PROVISIONS

- A. No member of, or delegate to, Congress or resident commissioner, and no officer, agent, or employee of the Government shall be admitted to any share or part of this agreement of this agreement or to any benefit to arise therein.
- B. In accordance with NRCS Property Management Regulation, Temporary Regulation A-2, 'The program or activities conducted under this agreement or memorandum of understanding will be in compliance with the nondiscrimination provisions contained in Titles 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 nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, sex, religion, age, disability, political beliefs or marital or familial status be excluded from participation in, be denied the benefits of' or be otherwise subjected to discrimination under any programs or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.'

This MOU is entered into wider the authority of Conservation Operations, Public Law 74-46, 49 Stat, 163, 16 U.S.C. 590a-f.

(signed)  
PAUL W. JOHNSON  
Chief  
Natural Resources Conservation Service

(7-17-96)  
DATE

(signed)  
JOSEPH R. EVANS  
Executive Vice President  
Quail Unlimited, Inc.

(7/2/96)  
DATE