

MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
AND
NATIONAL WILD TURKEY FEDERATION

This Memorandum of Understanding (MOU) is between the Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS), and the National Wild Turkey Federation (Federation).

I. AUTHORITIES

This MOU is entered 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];
- Federal Agriculture Improvement and Reform Act of 1996 [Public Law 104-127];
and
- 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 its ecosystem-based approach to conservation. Many species of upland wildlife, including wild turkey, 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), Wildlife Habitat Incentives Program (WHIP), Buffer Initiative, and Conservation Reserve Enhancement Program (CREP), help protect, restore and enhance essential upland wildlife habitats.

The mission of the Federation is to protect and enhance wild turkey and other wildlife populations in North America through habitat improvement, public awareness, 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 the Federation relative to maintaining and enhancing the productivity of wild turkey and other wildlife habitats on private and public lands. Such activities include, but are not limited to: wild turkey and habitat conservation projects; habitat restoration; provision of technical assistance; delivery of information and educational materials; collaboration on habitat and wildlife research; and development of habitat enhancement techniques.

IV. RESPONSIBILITIES

A. The Federation agrees to:

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

B. NRCS agrees to:

1. Provide training, as it deems necessary, to NRCS staff on wild turkey and other wildlife conservation on croplands, and other associated lands using, as a technical source, the current technical information provided by the Federation; and
2. Use its public information program to inform private landowners about wild turkey and associated wildlife conservation practices and programs, including, when appropriate, distribution of technical and financial assistance information available through the Federation; and
3. Provide information to the Federation on Farm Bill conservation programs and activities that positively impact wild turkey conservation and habitat restoration. Provide results of 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 wild turkey 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, Federation 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, or 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. That 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 it will be responsible for its own acts and results thereof and shall not be responsible for the acts of the other party 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).

V. TECHNICAL/ADMINISTRATIVE CONTACTS

A. NRCS:

1. **Harry Slaughter**, Acting Director (Administrative)
Watersheds and Wetlands Division
Post Office Box 2890, Room 6014-S
Washington, D.C. 20013-2890
2. **Mike W. Anderson**, National Wildlife Biologist (Technical)
Ecological Sciences Division
Post Office Box 2890, Room 6158-S
Washington, D.C. 20013-2890

B. The Federation:

1. **James Earl Kennamer**, Ph.D. (Technical)
Senior Vice President for Conservation Programs
Post Office Box 530
Edgefield, South Carolina 29824-0530
2. Bryan J. Burhans (Technical)
Director Land Management Programs
Post Office Box 530
Edgefield, South Carolina 29824-0530

VI. DURATION

This MOU shall become effective on 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.

VII. PROVISIONS

- A. 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, as amended; 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 C.F.R. 15, Subparts A & B), which states that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, martial status, or handicap be excluded from participation in, be denied the benefits or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from USDA or any agency thereof.
- B. 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).

Accepted by:



BRUCE I. KNIGHT
Chief
Natural Resources Conservation Service

2/14/03
DATE



DR. ROBERT F. DETTMER
President
National Wild Turkey Federation

2-14-03
DATE



DR. JAMES EARL KENNAMER, Ph.D.
Senior Vice President for Conservation Programs
National Wild Turkey Federation

2-14-03
DATE