



MEMORANDUM OF UNDERSTANDING
Between the
DEPARTMENT OF THE INTERIOR
And the
DEPARTMENT OF AGRICULTURE
And the
DEPARTMENT OF THE ARMY

I. Purpose

This Memorandum of Understanding (MOU) is between the Department of the Interior (Interior), acting through its Secretary; the Department of Agriculture (Agriculture), acting through its Secretary; and the Department of the Army, acting through its Assistant Secretary of the Army for Civil Works. The purpose is to collaborate to identify and create opportunities to work together as partners to accomplish shared, compatible, and priority conservation, restoration, outdoor recreation, and environmental education objectives in support of the 7.2 million acre Connecticut River and Watershed National Blueway.

II. Background

Thanks to growing awareness of the link between healthy communities and healthy watersheds, one of the objectives of the America's Great Outdoors Initiative (AGO), launched by President Obama in 2010, calls on Federal agencies to use a comprehensive approach to conserving rivers and other waters that integrates land and water management in an Integrated Water Resources Management (IWRM) approach at the watershed level; and to pursue this approach in collaboration with locally-driven watershed-based partnerships.

On May 24, 2012, Secretary Salazar issued Secretary's Order 3321 establishing the National Blueways System, designating the Connecticut River and Watershed as the Nation's first National Blueway, and directing the Department of the Interior to align the implementation of plans and programs with National Blueways, coordinate among bureaus to support National Blueways, and pursue partnerships outside Interior in support of National Blueways System and AGO.

A National Blueway is a new designation for nationally-significant rivers and their watersheds that recognizes the economic, recreational, and ecological value of healthy river systems. National Blueways use an integrated land and water management approach to conservation and restoration that involves a river from its headwaters to its mouth and across its watershed. A

large scale is needed, such as the Connecticut River and Watershed National Blueway, to successfully address 21st century challenges posed by changing patterns of resource use and climate.

A National Blueway is envisioned, planned, implemented, and adaptively managed by a diverse stakeholder partnership among the communities, organizations, and agencies that are responsible for, invested in, and committed to the river, watershed, and its array of resources. A National Blueway designation facilitates communication and collaboration among a diverse association of organizations and agencies to leverage resources and magnify the favorable outcomes of land and water management actions. The large scale of a National Blueway provides a shared context and common vision for locally-based organizations and actions within the watershed.

The Connecticut River and Watershed National Blueway designation builds on and complements over half a century of successful and expanding local and regional collaboration between local, state, and Federal governments, organizations, landowners, and numerous other stakeholders. The shared Vision and Goals for the Connecticut River and Watershed National Blueway are reflected in different documents produced by the existing watershed partnership created by the Friends of Silvio O. Conte National Fish and Wildlife Refuge and the Connecticut River Watershed (Friends). The Friends is an association of more than 40 organizations and agencies, which have been working together using the Silvio O. Conte National Fish and Wildlife Refuge enabling legislation and purposes to integrate their organizational goals and objectives into a shared Vision and Goals for the Connecticut River Watershed (Watershed). The Friends are constantly working to expand, recruiting new partners that represent important interests in the Watershed.

In addition, and as articulated in more detail in the agency descriptions, the agencies have existing resource obligations and investments within the Blueway (although they may not encompass the entirety of the 7.2 million acres of the National Blueway) and agree that there are opportunities for the Federal Government to more efficiently coordinate those existing investments in order to maximize program effectiveness across shared objectives. While this MOU does not mandate additional resource investments, it establishes a framework whereby the Federal Government can better integrate its existing or optional future investments, to achieve shared objectives within the National Blueway.

For purposes of this MOU, the parties agree that the broad objectives for the Connecticut River and Watershed National Blueway include:

- Conserving, protecting, and enhancing the natural diversity and abundance of fish and wildlife species, and the ecosystem upon which these species depend within the National Blueway;
- Restoring and maintaining the chemical, physical, and biological integrity of the waterways; and integrating and adaptively managing the land and water resources within the National Blueway;
- Providing opportunities for scientific research, environmental education and outdoor recreation and access within the National Blueway to the extent compatible with agency missions.

Interior, via the U.S. Fish and Wildlife Service, and Silvio O. Conte National Fish and Wildlife Refuge (Refuge) has additional responsibilities within the 7.2 million acres of the watershed. The Silvio O. Conte National Fish and Wildlife Refuge Act of 1991 states that the purposes of the Refuge are to conserve, protect, and enhance the Connecticut River valley populations of native flora and fauna; restore and maintain the chemical, physical, and biological integrity of wetlands and other waters within the Refuge; fulfill the international treaty obligations of the United States relating to fish and wildlife and wetlands; and to provide opportunities for scientific research, environmental education, and fish and wildlife-oriented recreation and access.

The U.S. Geological Survey, via the Silvio O. Conte Anadromous Fish Laboratory and the Water Science Centers, provides impartial information on the health of the Connecticut River watershed ecosystems and environment, natural hazards, natural resources, the impacts of climate and land-use change, and the core science systems needed to provide timely, relevant, and useable information.

The U.S. National Park Service administers a nationally significant network of designated areas and recreational opportunities within the Watershed via the Appalachian National Scenic Trail (NH and VT), New England National Scenic Trail (CT and MA), the Marsh – Billings – Rockefeller National Historic Park (VT) and its expanding partner network of trail and river designation programs.

The Department of Agriculture's Natural Resources Conservation Service (NRCS) and its partners work with agricultural and forest producers and landowners to implement voluntary systems of conservation practices that improve water quality, restore wetlands, enhance wildlife habitat, and sustain agricultural profitability in the Connecticut River watershed. This assistance is enhanced by initiatives such as the New England/New York Forestry Initiative, the Working Lands for Wildlife projects, the Long Island Sound Multi-State Watershed Partnership, America's Great Outdoors investments in Lake Champlain water quality, and through existing memoranda of agreement with partners such as the Silvio O. Conte National Fish and Wildlife Refuge.

The Department of Agriculture's Forest Service administers approximately ten percent of the Connecticut River watershed through programs to promote watershed health, landscape conservation, restoration, and stewardship within the Green Mountain National Forest and the White Mountain National Forest. The Forest plans emphasize fish and wildlife species and restoration of ecological functions, while providing the public diverse recreational opportunities including hiking, boating, fishing, hunting, and camping. Forest Service Northeastern Area State and Private Forestry works with State and private landowners through the Forest Legacy Program, the Community Forest Conservation Program, and the Urban and Community Forestry Program to accomplish similar goals on State and private forest lands within the watershed.

The Department of the Army through the U.S. Army Corps of Engineers (USACE) owns and operates 14 flood control dams and manages about 20,000 acres in the watershed to better manage the water supply, provide flood control and hydropower generation, and support

recreation and environmental stewardship. The USACE is also in the process of partnering with other agencies and stakeholders to develop a hydrographic model of the watershed that will inform future decisionmaking.

III. Authorities

The Department of the Interior authorities for this MOU include the Take Pride in America Act, Public Law 101-628; the Outdoor Recreation Act, Public Law 87-714; the Cooperative Watershed Management Program of the Omnibus Public Land Management Act of 2009, Public Law 111-11; the Fish and Wildlife Act of 1956, 16 U.S.C. 742 et seq.; the Fish and Wildlife Coordination Act, 16 U.S.C. 661 et seq.; the Land and Water Conservation Fund Act of 1965, 16 U.S.C. 4601-4 et seq.; the National Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287 the National Trails System Act of 1968, 16 U.S.C. 1241 et seq.; and the Silvio O. Conte National Fish and Wildlife Refuge Act of 1991, Public Law 102 – 212.

The Department of Agriculture authorities for this MOU include, for NRCS: the Soil Conservation and Domestic Allotment Act (Public Law 74-46 as amended through Public Law 110-246) and the Food Security Act of 1985, as amended (Public Law 99-198 as amended through Public Law 110-246) which include the Wetlands Reserve Program (16 U.S.C. 3837 et seq.), the Environmental Quality Incentives Program (16 U.S.C. 3839aa et seq.), the Grassland Reserve Program (16 U.S.C. 3838n et seq.), and the Wildlife Habitat Incentive Program (16 U.S.C. 3839bb et seq.) and for the Forest Service authorities for this MOU include the Cooperative Forestry Assistance Act of 1978 (Public Law 95-313 as amended through Public Law 110-246) which includes Rural Forestry Assistance (16 U.S.C. 2102), Forest Stewardship Program (16 U.S.C. 2103a), Watershed Forestry Assistance Program (16 U.S.C. 2103b), Forest Legacy Program (16 U.S.C. 2103c), Community Forest and Open Space Conservation Program (16 U.S.C. 2103d), and Urban and Community Forestry Assistance (16 U.S.C. 2105); and the Wyden Amendment (Public Law 105-277 as amended).

IV. Objectives

It is the intent of the MOU to work collaboratively among Federal Agencies and external stakeholders to create new and enhance existing partnerships among the Federal agencies to leverage the suite of agency programs and magnify existing multi-agency investments in the Connecticut River and Watershed National Blueway. The activities under these partnerships will be consistent with agency priorities, objectives, and mission, and deployed in a manner that will also attract the attention and recruit the participation of state and municipal partners, organizations, and individuals to invest additional human and financial resources in the National Blueway.

In addition and consistent with agency priorities, objectives, and missions, the parties will share agency expertise, program capacity, and other appropriate resources to: help overcome barriers facing any individual agency and create opportunities for collaborative action in service of National Blueway goals; employ voluntary and incentive-based measures within the National Blueway to promote integrated and adaptive land and water management to achieve more natural riverine flows, functions, and aquatic species passage; and promote resiliency, and representation

of terrestrial and aquatic habitat within the National Blueway by enhancing connectivity within the conservation estate in area, elevations, latitudes, aspects, and processes at a scale that is sustainable given anticipated changes in climate and land use.

V. Implementation

The parties to this MOU will work to implement these objectives using agency programs and initiatives as a part of a watershed effort to leverage, focus, and magnify the impact and use of agency programs and related available resources to accomplish shared and compatible objectives. Specifically, the parties to the MOU will:

1. Encourage interagency sharing of a broad range of specialized professional expertise among the parties;
2. Consistent with agency priorities and to the extent allowable in light of legal, budgetary, and policy limitations, including competitive selection processes, ensure robust consideration of projects and proposals within the National Blueway when deliberating on the award of agency grants, enrollment in programs, agency initiatives, and/or other agency assistance.
3. Consistent with agency priorities and within funding limitations, use and promote a watershed approach to river conservation that integrates land and water conservation and addresses morphology, hydrology, and ecology of the river and its watershed to enhance the effectiveness of restoration and conservation efforts.
4. As appropriate, within funding constraints, and consistent with agency priorities, laws and policies, promote and integrate habitat connectivity, representation, redundancy, and resilience into the design of conservation, restoration, and recreation initiatives, to address the effects of climate and land use changes.
5. Consistent with agency priorities, where appropriate, and within program funding limitations; communicate, collaborate, and cooperate with the spectrum of partners, including but not limited to, Friends of the Silvio O. Conte Refuge and the Connecticut River watershed, State Technical Committees, and other appropriate and similarly situated groups to achieve the objectives herein.
6. Consistent with agency priorities, where appropriate and within funding limitations, seek opportunities to use the broad range of programs, improve capacity, and facilitate participation by allowing additional administrative flexibility in the allocation and use of agency financial assistance and technical assistance funding, to expand the ability of Interior, Agriculture, and USACE to partner, internal and external to the Federal Government to achieve the objectives herein.

Disclaimer

1. While the actions identified in this MOU are deemed desirable and considered necessary to achieve the aforementioned objectives, the actual contribution will be dependent on agency priorities, laws and policies, and contributions toward core objectives, and subject to the availability of resources for these purposes.
2. This MOU is not a fiscal obligation document. Nothing in this in MOU obligates the parties to enter into contracts or other funding instruments to carry out the purposes of this MOU.
3. This agreement and the obligations of the parties to this MOU hereunder shall be subject to the availability of funding, and nothing herein contained shall be construed as binding the parties to this MOU to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this MOU for the fiscal year, or to involve the parties to this MOU in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
4. The rights and benefits conferred by this MOU shall be subject to the laws of the United States governing the parties to this MOU and to the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or provided, and nothing herein shall be construed as in any way impairing the general powers of supervision, regulation, and control by the parties to the MOU.
5. This MOU is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

VI. Special Provisions

1. No transfer or assignment of this agreement or any part thereof or interest therein, directly or indirectly, voluntarily, shall be made unless such transfer or assignment is first approved by all of the parties hereto in writing.
2. This MOU shall become effective on the date of the last signature as indicated below.

VII. Expiration

This MOU shall be in effect for a term of five (5) years and will automatically renew for periods of five (5) year intervals unless participation is terminated by the signatories to this MOU.

This agreement may be terminated in whole or in part hereof at the option of any party to this MOU after thirty (30) days from the date written notice was given.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date indicated.

Department of the Army

Date: _____ By: _____
Title: Assistant Secretary of the Army
for Civil Works

U.S. Department of Agriculture

Date: _____ By: _____
Title: Secretary of Agriculture

U.S. Department of the Interior

Date: AUG 27 2012 By: Ken Salazar
Title: Secretary of the Interior

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Department of the Army

Date: AUG 24 2012

for Civil Works

By: 
Title: Assistant Secretary of the Army

U.S. Department of Agriculture

Date: _____

By: _____
Title: Secretary of Agriculture

U.S. Department of the Interior

Date: _____

By: _____
Title: Secretary of the Interior

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Department of the Army

Date: _____ By: _____
for Civil Works Title: Assistant Secretary of the Army

U.S. Department of Agriculture

Date: 8/23/12 By: 
Title: Secretary of Agriculture

U.S. Department of the Interior

Date: _____ By: _____
Title: Secretary of the Interior