

MEMORANDUM OF UNDERSTANDING
Between THE U.S. FISH AND WILDLIFE SERVICE
AND THE
U.S. ENVIRONMENTAL PROTECTION AGENCY

I. PURPOSE

This Memorandum of Understanding provides for enhanced cooperation between the U.S. Fish and Wildlife Service's Annapolis Field Office (FWS) and the U. S. Environmental Protection Agency's Chesapeake Bay Program (CBP). This agreement is established for the purpose of facilitating exchange of information between agencies and to heighten the awareness of the other's activities so that optimum Federal and state cooperation is achieved in each agency's efforts to assist with the objectives of improving conditions in the Chesapeake Bay.

II. UNDERSTANDING

FWS and EPA will participate in the Chesapeake Bay Program and until the Regional Director, FWS, designates a permanent member, the Supervisor, Annapolis Field Office, will be designated as an ex officio member of the Implementation Committee. An FWS employee will also be designated as a liaison to the Chesapeake Bay Program and a coordinator of Bay activities. FWS representatives will be designated as members of the established subcommittees. FWS personnel may participate in additional subcommittee activities as appropriate. The technical assistance rendered by FWS personnel may include, but not be limited to, habitat classification and mapping, field surveys and inventories, resource assessments, anadromous, fish restoration, contaminant impacts on fish and wildlife resources, cumulative impact and trend analyses and description of ecological relationships. FWS agrees to present an annual work plan for activities specifically funded to assist with the Chesapeake Bay cleanup program to the Implementation Committee for review and comments, and will provide an annual report of progress on these activities.

III. AREAS OF FWS AND EPA/CBP PARTICIPATION

The CBP and FWS, recognizing specific expertise in each agency, agree that the following programs shall be cooperatively undertaken:

1. Biological Monitoring - The FWS shall use its expertise in field sampling and habitat evaluation to assist CBP in the development and implementation of a coordinated Chesapeake Bay Biological Monitoring Program. In addition, FWS plans to assemble a Reference Repository of indicator or other appropriate Bay organisms. The CBP will provide FWS with copies of the results of the monitoring program and any subsequent analyses or reports that may be prepared.
2. Wetlands Protection - Because of its traditional involvement both in wetlands resources, such as migratory waterfowl usage, and its role in regulatory evaluation and protection

of wetlands, FWS plays a major role in protection of Chesapeake Bay wetlands. Included in the general wetlands category are non-tidal wetlands and Submerged Aquatic Vegetation (SAV), in addition to tidal wetlands. Existing state and Federal mechanisms for protection of tidal wetlands will not be involved or altered by this Memorandum of Understanding.

Working with other agencies, such as Corps of Engineers, National Marine Fisheries Service, EPA, and state agencies that already meet to jointly evaluate certain wetlands activities, FWS and EPA shall help develop a coherent and consistent policy of maximum protection for Chesapeake Bay wetlands, including enhancement (e.g., replanting), where feasible. The FWS will review the efficacy of current wetlands protection mechanisms and assess opportunities to enhance wetland protection through increased public awareness and involvement.

3. **Non-Point Source Runoff Control** - Expertise in upland ecology possessed by FWS biologists enable the Service to play an effective role in improvement in land use practices which currently degrade the waters in the Chesapeake Bay watershed.

FWS will assist cooperators from SCS, EPA, NASA, NOAA, USGS, state and local agencies to develop integrated land use programs designed to reduce soil erosion and NPS runoff. An example of assistance would be aircraft-photo surveillance of problem soil loss localities, coupled with ground truthing, to document impacts of sediment on aquatic organisms. Management Practices will be developed or endorsed to improve problem areas, EPA will assist in disseminating information about successful and recommended techniques that reduce sediment and NPS impacts.

4. **Resource Contaminant Analysis** - The FWS has an ongoing national program that monitors the trend of biocontaminants in fish, starlings, and waterfowl. Collection sites for determining long term trends are established within the Chesapeake Bay watershed and will be continued. Additionally, FWS evaluation of contamination by fish and wildlife through site-specific evaluation of contaminants present in the environment and through analysis of fish and wildlife tissue.
5. **Anadromous Fish Research and Restoration** - FWS will provide technical assistance and coordination to States and other Federal agencies with initial emphasis on striped bass. This technical assistance will focus on striped bass rearing capabilities of existing FWS National Fish Hatcheries. The coordinator will be responsible for liaison with the States and other Federal agencies during joint preparation of anadromous fish restoration plans and evaluation of the restoration effort. The FWS sponsored striped bass research is investigating impact of contaminants and fishing mortality on various populations parameters.

6. Public Awareness Programs - FWS will assist in the development of public awareness programs regarding Chesapeake Bay resources and problems. These could include video tapes, environmental bulletins, displays, slide shows with talks, etc. EPA will disseminate information provided by FWS about resources and resource problems and further a better public awareness about interrelationship between impacts and fish and wildlife resource issues.
7. Data Management - FWS will provide data obtained in its cooperative activities to the CBP's computer facility, for inclusion in the CB Data Base. FWS shall have computer access to these and other data entered or received by CBP as an equal user. EPA further agrees to provide training and assistance in the use of the computer facility as required by FWS. EPA agrees to provide copies of all study reports conducted under the Bay Program.

IV. EXISTING RESPONSIBILITIES AND AUTHORITIES

FWS recognizes the responsibility of EPA for developing increased Federal participation in cooperative Chesapeake Bay activities, via the CBP. In order to assist in achieving this objective, FWS will use its equipment, personnel and administrative support to assist with the efforts of the Chesapeake Bay Program to the extent that such actions do not hinder its mission-related programs as related to statutory mandates and other FWS responsibilities. EPA agrees to consider funding arrangements for FWS work and liaison activities which are not funded by Congressional appropriation to the Service.

FWS responsibilities in Chesapeake Bay are: migratory bird studies and protection, anadromous fishes (with NMFS), endangered species (with NMFS), National Wetlands Inventory obligations, refuge management, and a wide range of regulatory review duties, generally covered by such laws as the Fish and Wildlife Coordination Act, NEPA, etc., and assistance supplied to other agencies to fulfill the responsibilities include those outlined in the Clean Water Act, which especially apply to Chesapeake Bay degradation. The FWS, Annapolis office has reviewed its Chesapeake Bay clean up activities in light of the Chesapeake Bay program and has determined that its activities support Bay Program objectives.

It is anticipated that the Agencies will complement one another in the achievement of mutually desirable objectives. Decisions on the availability of funds or personnel and other internal matters necessarily remain within each agency.


V. DISCLAIMER

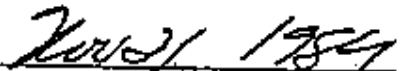
Nothing in this Memorandum of Understanding diminishes the independent authority or coordination responsibility of each agency in administration of its statutory obligations. It is intended to facilitate these authorities through the cooperative mechanisms of the CBP.

VI. DURATION

This Memorandum of Understanding becomes effective on the date of signature by both parties and continues for the duration of CBP or until modified by mutual consent or unless terminated with 30 days written notice by either party.


U. S. Environmental Protection Agency


U.S. Fish and Wildlife Service


Date


Date