

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. ENVIRONMENTAL PROTECTION AGENCY
AND THE
U.S. DEPARTMENT OF AGRICULTURE

This Memorandum of Understanding (MOU) is entered into between the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Agriculture (USDA).

I. INTRODUCTION

Since 1983, EPA has been the federal leader of the Chesapeake Bay Program, a multi-jurisdictional entity working to restore the Chesapeake Bay. USDA is a Bay Program partner and a leader in research, extension, and conservation assistance on agricultural and forest lands.

Excess nutrients, primarily nitrogen and phosphorous, and sediment have played a major role in impairment of the Chesapeake Bay ecosystem. These nutrients come from a variety of sources and land uses, including septic systems, municipal wastewater, storm water runoff from growing urban and suburban areas, and agricultural contributions from livestock, cropping and forestry operations. EPA uses its authorities and voluntary, locally-led processes to lead monitoring and modeling efforts to describe the extent of nutrient pollution, and develops policies to recommend pollution mitigation approaches. USDA uses its authorities to work on public and private lands to help reduce nutrient and sediment loadings, improve and restore wildlife habitat, and manage extensive forest lands. USDA works with communities and cities to sustain natural resources and manage urban green space and tree canopy and protect valuable open space from development. USDA also conducts research on innovative and promising nutrient reduction technologies and management approaches for the Chesapeake Bay watershed.

II. PURPOSE

This Memorandum of Understanding sharpens our focus to carry out activities to help Chesapeake Bay Program partners meet their nutrient reduction goals. Under this Memorandum of Understanding, EPA and USDA commit to using their complementary authorities and programs to work cooperatively on nutrient reduction activities in the Chesapeake Bay watershed.

III. RESPONSIBILITIES

A. EPA will strive to:

- 1) Actively participate in USDA agencies' priority setting and program guidance forums such as State Technical Committee meetings.

- 2) Meet with USDA agency leaders biannually to review progress and coordinate nutrient reduction activities.
- 3) Clearly articulate to relevant USDA agencies specific EPA needs and priorities related to USDA nutrient reduction activities, including:
 - research
 - demonstration projects and outreach
 - conservation practice and/or technology implementation
 - priority sub-watersheds for focused USDA nutrient reduction efforts, based on available scientific data.
- 4) Disseminate results from agricultural and forestry research and grant projects to relevant USDA agencies.
- 5) Collaborate with USDA agencies to improve coordination of agriculture and forestry grant and research programs.
- 6) Identify priority watersheds for focused USDA nutrient reduction efforts, based on available scientific data.

B. USDA will strive to:

- 1) Provide appropriate representation to the Chesapeake Executive Council and relevant Chesapeake Bay Program committees, subcommittees, task forces, and work groups to identify where USDA can contribute expertise toward Chesapeake Bay nutrient reduction goals.
- 2) Work with both EPA and the agricultural and forestry communities to promote understanding of Chesapeake Bay Program nutrient reduction goals and priorities, including identification of priority areas for forest conservation and riparian forest buffer and aquatic habitat protection and restoration.
- 3) Encourage agricultural and forestry producers to participate in research and implementation activities that test or apply tested nutrient reduction practices.
- 4) Work with state, local and non-profit partners to promote the conservation of natural resources with landowners and communities in the watershed.
- 5) Provide agency specific progress data (e.g., accomplishments/measures) relevant to Chesapeake Bay Program reporting and continue EPA and USDA coordination to improve data integration.
- 6) Promptly evaluate new technologies (within resource constraints and capabilities) and, where appropriate, adopt or integrate these technologies and approaches into agency operations to enhance nutrient reduction capabilities.

C. Both parties will strive:

- 1) Work together to develop agency-specific plans of work to detail how each agency intends to implement the actions listed above.

IV. TECHNICAL/ADMINISTRATIVE CONTACTS

A. EPA

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B. USDA

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V. PROVISIONS

This agreement may be modified or amended through written agreement of both parties. Either party may terminate this agreement by providing 30 days notice to the other party. This agreement does not create any right or benefit, substantive or procedural, enforceable by law or equity against USDA or EPA, their officers or employees, or any other person. This document does not require either agency to incur financial obligations as a result of its enactment.

USDA and EPA and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

Nothing in this MOU shall obligate either USDA or EPA to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services or property among the various agencies and offices of USDA and EPA will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide

such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

This MOU takes effect upon the signature of USDA and EPA and shall remain in effect for two years from the date of execution. This MOU may be extended or amended upon written request of either the Department of Agriculture or the Environmental Protection Agency and the subsequent written concurrence of the other(s). Either USDA or EPA may terminate this MOU with a 60 day written notice to the other(s).

This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

VI. APPROVAL

United States
Department of Agriculture



GARY MAST
Deputy Under Secretary, Natural Resources and
Environment
U.S. Department of Agriculture

Date: May 9, 07

United States
Environmental Protection Agency



BENJAMIN H. GRUMBLES
Assistant Administrator
Office of Water

Date: May 9, 2007