

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 (FWS) and the U.S. Environmental Protection Agency's Chesapeake Bay Program (EPA/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 implementation of the 1987 Chesapeake Bay Agreement.

II. UNDERSTANDING

The Supervisor, Annapolis Field Office, will be the FWS member on the CBP Implementation Committee and Federal Agencies Committee, and FWS personnel will be members of Agreement groups, as appropriate. Technical assistance provided by FWS personnel may include, but not be limited to, habitat classification and mapping, field surveys and inventories, resource assessments, wetland protection, resource management plans, anadromous fish restoration, contaminant impacts on fish and wildlife resources, cumulative impact and trend analyses, and description of ecological relationships. FWS agrees to provide annual work plans, activities reports on progress, and input to Program documents.

III. AREAS OF FWS AND EPA/CBP PARTICIPATION

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

1. Wetlands - FWS has had a traditional involvement within wetland resources, emphasizing their habitat value for waterfowl, endangered species, and other wildlife, and has also played a major role in wetlands regulatory evaluation and protection. Included in the general wetlands category are non-tidal wetlands and submerged aquatic vegetation (SAV), in addition to tidal wetlands. Working with other Federal agencies, such as Corps of Engineers, National Marine Fisheries Service (NMFS), EPA, and state agencies, which already meet to jointly evaluate certain wetland activities, FWS and EPA shall help to develop a coherent and consistent policy of maximum protection for Chesapeake Bay wetlands. FWS working

with other Federal agencies will also review the efficacy of current wetlands protection mechanisms and assess opportunities to enhance wetland protection through increased public awareness and involvement.

2. Fish and Wildlife Resources - Recognizing that the entire Chesapeake Bay's natural system must be restored to "health" and desirable productivity, FWS will participate in the development of the following resource management plans: fisheries via membership on the Chesapeake Bay Stock Assessment Committee; waterfowl with appropriate state agencies; and submerged aquatic vegetation with the SAV Work Group which is chaired by FWS. FWS's traditional habitat approach will be taken in these management plans, wherever feasible.

3. Anadromous Fish Research and Restoration - FWS will provide technical assistance and coordination to states and other Federal agencies with initial emphasis on striped bass. Technical assistance will focus on rearing striped bass for augmenting wild populations. FWS National Fish Hatcheries will be used, and FWS will continue participation in multi-state tagging of striped bass for assessing success of the hatchery effort and natural recruitment. 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 also will conduct striped bass research which is investigating impact of contaminants and fishing mortality.

4. Biological Monitoring - In keeping with the need to establish linkages between living resources and water quality within the Bay ecosystem, FWS will participate in developing a comprehensive biological monitoring program, via its representation on the Monitoring and Living Resources subcommittees. Implementation of the program will also facilitate tracking the status and trends of key or indicator biological species and assemblages in the Bay.

5. Resource Contaminant Analysis - FWS will continue an active program of specific site evaluations to assess impacts on living resources of toxicants issuing from NPDES and Superfund point sources. Results of biomonitoring methodologies such as tissue analysis, bioassay and histopathology will be supplied to EPA and state agencies, with recommendations for reductions in allowable discharges of the harmful substances. FWS has an ongoing biannual National Contaminant Biomonitoring Program at three Chesapeake sites; results will be supplied to EPA.

6. FWS Facilities - FWS, recognizing its responsibilities concerning property holdings through the Bay drainage area, will develop work plans and strategies for control and reduction of point and nonpoint sources of nutrient, toxic and conventional pollution from all FWS facilities within the Bay drainage basin. These products will be used by EPA to produce an overall Federal Facilities Strategy. FWS facilities will be included in the public access inventory as appropriate.

7. Nonpoint Source Runoff Control - Expertise in upland ecology possessed by FWS biologists enables the FWS to play an effective role in improving land use practices which currently degrade the waters in the Chesapeake Bay watershed. FWS will assist Federal, state and local agencies to develop integrated land use programs designed to reduce soil erosion and nonpoint source runoff. Management practices will be identified by FWS which will improve problem areas; EPA will assist in disseminating information about successful and recommended techniques that reduce sediment and nonpoint source impacts.

8. Public Awareness Program - FWS will continue to produce various products aimed at heightening public awareness and understanding of Chesapeake Bay resources and problems. Field guides, resource trend reports, and additional fact sheets, will be included in this program, adding to previously-produced brochures, posters, and educational materials. A communication plan will be produced outlining these and other plans and strategies, to be integrated into an overall Bay-wide communication plan.

9. Data Management - FWS will provide data obtained in its cooperative activities to the CBP's computer facility, for inclusion in the Chesapeake Bay 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 FWS with appropriate training and assistance in the use of the computer facility to promote FWS' contributions to restoration effort. EPA agrees to provide copies of all study reports conducted under the Bay program.

IV. EXISTING RESPONSIBILITIES AND AUTHORITIES

FWS recognizes the responsibility of CBP for developing increased Federal participation in cooperative Chesapeake Bay activities. 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, but which serve the restoration effort.

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, Endangered Species Act, National Environmental Protection Act, and assistance supplied to other agencies to fulfill their responsibilities include those outlined in the Clean Water Act which especially apply to Chesapeake Bay degradation.

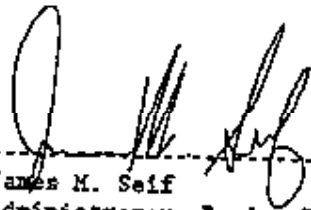
It is anticipated that the agencies will complement one another in the achievement of mutually desirable objectives. Decisions on the availability of funds or personnel and other internal matters will necessarily remain within each agency.

V. DISCLAIMER

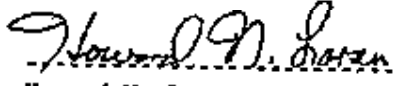
Nothing in this Memorandum of Understanding diminishes the independent authority or coordination responsibility of each agency in administration of its statutory obligations. It is intended to facilitate those authorities through the cooperative mechanisms of the CBP.

VI. DURATION

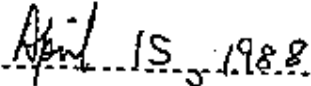
This Memorandum of Understanding supercedes the November 21, 1984, Memorandum. It becomes effective on the date of signature by both parties and continues for the duration of CBP or until modified by mutual consent or unless terminated with 30-days written notice by either party.



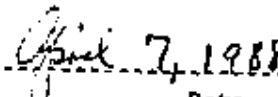
James M. Seif
Administrator, Region III
U.S. Environmental Protection Agency



Howard N. Larsen
Regional Director, Region 5
U.S. Fish and Wildlife Service



Date



Date