

Memorandum of Understanding
between the
**United States Department of Agriculture
Agricultural Research Service
George E. Brown, Jr. Salinity Laboratory**
and the
**United States Department of Interior
Bureau of Reclamation
Yuma Area Office**

I. Purpose

- A. This memorandum of Understanding (MOU) provides for a cooperative working relationship between the Bureau of Reclamation, represented by the Lower Colorado Region, Yuma Area Office (YAO) ; and the Agricultural Research Service, represented by the George E. Brown, Jr Salinity Laboratory (ARS-SL).
- B. This MOU is primarily designed to communicate the desire of the YAO and the ARS-SL to promote the scientific management of soil salinity; improve our understanding of the impact of salinity management and water conservation practices on water quantity and water quality in the Lower Colorado River; and promote the sustainability of irrigated agriculture in an environmentally sound manner.

II. Background

- A. The mission of the ARS-SL is to develop, through research, new knowledge, and technology, the solution of problems of crop production on salt-affected lands, to promote the sustainability of irrigated agriculture, and to prevent degradation of surface- and ground-water resources by salts, toxic-elements, pesticides, and pathogens. In addition to increasing the quantity of the food supply, irrigation agriculture contributes to the diversity of agricultural products. An extensive proportion of the fruits, nuts, and vegetables are produced on irrigated lands. Irrigated agriculture also contributes to forage, fiber, industrial (paper, rubber, resins, solvents, etc.), medicinal, and ornamental products. The research provided by the ARS-SL will play an ever increasing role in meeting these challenges of a future faced with the problems of ever increasing world population and ever decreasing and more marginal soil and water resources.
- B. The mission of the YAO is to protect and enhance the Colorado River's natural and man-made resources while satisfying the water needs of our National and International customers. YAO delivers over 7 million acre-feet of water annually to three states and

Mexico; maintains over 300 water, land and power contracts for several Federal projects; provide water to ½-million people and 1.2 million acres of agriculture; and maintains the Colorado River channel for navigation, flood control and water delivery operations. The Bureau of Reclamation, through the Secretary of the Interior, is directed under existing law to encourage water conservation on federal Reclamation projects. In 1997, Reclamation initiated a Water Conservation Field Services Program (WCFSP) to encourage efficient use of water supplies on federal reclamation projects, assist water districts to develop and implement effective water conservation plans, complement and support other federal, state, and local conservation program efforts, and generally foster improved water management.

- C. It is recognized by the YAO and the ARS-SL that water supply, water quality, and sustainable agriculture along the lower Colorado River are closely interrelated through management of soil salinity; and the relationship between water supply, water quality, and sustainable agriculture through salinity will become increasingly important in the future as demand increases for Colorado River water.
- D. It is recognized by the YAO and the ARS-SL that our missions share the common objectives of efficient use and long-term sustainability of available water supplies for agricultural production, fish and wildlife protection, recreation, and drinking water. It is hereby recognized that these objectives can be achieved more effectively through cooperative arrangements that: 1) promote scientific water and salinity management programs; 2) facilitate the delivery of new technology; 3) enhance our understanding of salinity along the lower Colorado River 4) facilitate the interagency exchange of data and technical information; 5) utilize staff and expertise in areas of mutual concern; 6) share training and technology resources; 7) sponsor joint projects; and 8) utilize each agency's authorities in a collaborative manner, as appropriate.

III. Authority

- A. The Secretary of Agriculture has delegated authority to the Director of the Agricultural Research Service to carry out research related to the sustainability of agriculture and to enter into cooperative agreements under 7 USC 3318.
- B. Reclamation, through the Secretary of the Interior, is authorized and directed by Section 210 of the Reclamation Reform Act (43 USC 390), as amended, to encourage water conservation on Reclamation projects, and enter into Memorandums of Agreement with federal agencies having capabilities to assist in implementing water conservation measures to assure coordination of ongoing programs.
- C. This MOU does not alter the statutory authorities and responsibilities of either ARS or Reclamation. Activities under the Colorado River Basin Salinity Control Act, Public

Law 93-320, as amended by Public Law 98-568, are covered by separate agreement(s).

IV. The ARS-SL and the YAO mutually agree to:

- A. Designate individual liaisons to communicate and coordinate activities.
- B. Cooperate in the exchange of information, technology, staff, and other resources, as appropriate.
- C. Initiate joint planning studies and demonstration projects, as appropriate.
- D. Conduct joint training, conferences, seminars, and education programs, as appropriate.
- E. Identify joint research needs and opportunities for field application of new technology.
- F. Support the leadership of local conservation and irrigation districts in encouraging efficient water management through a locally-led conservation process.
- G. Develop and implement specific plans of action for cooperative activities pursuant to items A through G, as needed.

V. Durations and Limitations

- A. All programs or activities conducted under this MOU will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the 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 Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency thereof.
- B. This MOU defines in general terms the basis on which signatory agencies or organizations will cooperate, and as such, does not constitute a financial obligation to serve as a basis for expenditures. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and expertise will be provided by each signatory agency or organization to the extent that their participation is required and resources are available.

- C. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be documented in separate agreements, contracts, or leases made in writing by the representatives of the parties and shall be independently authorized by appropriated statutory authority. Reimbursement or transfer of funds among the signatory parties will be handled at the appropriate level.
- D. This MOU may be renegotiated, amended, extended, or modified by a written amendment to this MOU through an exchange of correspondence between authorized officials of both parties.
- E. This MOU may be terminated by any signatory party with written notification to the other parties at least 30 calendar days in advance of the effective date of termination.
- F. Nothing in this MOU shall obligate ARS-SL and YAO to expend appropriations or to enter into any contract or other obligations.
- G. This MOU becomes effective on the date of its signature by both parties and continues for the duration of five years unless otherwise terminated or reestablished.

VI. General Provisions

- A. A complete report of the results of any research and/or experimental work arising from this MOU shall be submitted each year by the individual(s) in direct charge of the cooperative work; with one copy furnished to the USBR-YAO and one copy to ARS. A final report must be submitted within 90 days of project completion.
- B. Each party will maintain appropriate kinds of worker's compensation coverage to ensure that their employees and property are protected if damaged, injured or killed, as appropriate. As an agency of the United States Government, ARS is self-insured for any personal injury or property damage claims under the terms of the Federal Tort Claims Act.
- C. Copies of correspondence and documentation concerning this MOU shall be sent by the originating party to the Authorized Departmental Officer for ARS and the designated contact for the USBR-YAO.