

MEMORANDUM OF AGREEMENT
Between the
U. S. DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
FARM SERVICE AGENCY
AND
PLAYA LAKES JOINT VENTURE

This Memorandum of Agreement (MOA) is between the U. S. Department of Agriculture (USDA), Commodity Credit Corporation (CCC), Farm Service Agency (FSA) and the Playa Lakes Joint Venture (PLJV), collectively, "the Parties".

I. Authority

This MOA is entered into in accordance with the Food Security Act of 1985, as amended (16 U.S.C. 3801 *et seq*), the CCC Charter Act at 15 U.S.C. 714 *et seq*. Other authorities as may apply.

II. Introduction

On behalf of the CCC, FSA implements the Conservation Reserve Program (CRP), the largest private lands program for soil, water, and wildlife conservation in the United States. Wildlife, soil, air and water are important resource concerns of FSA. CRP helps to protect water quality, restore wetlands and enhance essential wildlife habitats. Trees, grass and other vegetation established through CRP serve important environmental functions, conserve soil, protect air and water quality, especially as buffers between streams, lakes and other water bodies, and provide wildlife habitat.

PLJV is a non-profit organization whose mission is to conserve playa lakes, other wetlands and associated landscapes through partnerships for the benefit of birds, other wildlife and people. The PLJV works in portions of six States-Colorado, Kansas, Nebraska, New Mexico, Oklahoma and Texas-that lie within the short- and mixed-grass Bird Conservation Regions 18 and 19. The PLJV facilitates partnerships with private landowners, conservation and sportsman groups, state and federal wildlife agencies and corporations to coordinate biological, outreach and funding efforts for implementing conservation projects within its boundaries.

III. Purpose

The purpose of this MOA is to establish a framework of cooperation between FSA and PLJV and its partners relative to improving CRP implementation and protecting and enhancing playa lakes and other natural resource features critical to providing habitat for migratory and non-migratory birds, such as ducks, geese, pheasants, quail and prairie chickens, and other important wildlife species. Activities done under this MOA may include, but are not limited to, outreach, delivery of information and educational

materials, development of enhancement techniques, technical assistance, conservation plans, practice certification, compliance monitoring and collaboration on research.

IV. Responsibilities

A. CCC/FSA Will:

1. Provide PLJV with information regarding the status of its conservation programs, activities, and progress in implementing the objectives of the CRP;
2. Provide conservation information and educational opportunities as it deems necessary and appropriate to FSA staff utilizing current technical and management information provided by PLJV as a reference source;
3. Utilize its public information resources to inform private landowners in connection with CCC/FSA-administered USDA programs about conservation practices and programs, including when appropriate distribution of technical and financial assistance which becomes available through PLJV;
4. Consistent with all public laws and rules, and subject to their limitations, including but not limited to the privacy provisions of 16 U.S.C. 3844 and the Food, Conservation and Energy Act of 2008 (Pub. L. 110-246), provide information to PLJV on CCC/FSA-administered conservation programs and activities and seek technical information from PLJV, when deemed appropriate by CCC/FSA, on the improvement of conservation techniques and practices;
5. Provide appropriate CCC/FSA staff to act as agency liaison(s) to PLJV committees and for other purposes, as determined appropriate by CCC/FSA;
6. Explore use of cooperative agreements or long-term contractual authority for technical assistance and/or outreach activities with PLJV;
7. Evaluate the use of Practice Incentive Payments and Signing Incentive Payments for playa lakes restoration, in accordance with applicable law and other factors, as appropriate; and
8. Assess waiving the 25 percent CRP/cropland acreage cap, in accordance with applicable law.

B. PLJV Will:

1. Inform all PLJV partners and the general public about associated conservation activities and projects conducted cooperatively with FSA;
2. Work with partners, Conservation Districts, and other stakeholders to provide one-on-one contact in areas that have high potential for CRP enrollment; and
3. Explore additional State and/or private funds as economic incentives for playa lakes conservation and restoration.

C. The Parties Mutually Agree:

1. To collectively identify and develop cooperative programs, activities and projects conducted under this MOA that advance conservation with private landowners and operators;
2. To periodically review the progress of programs, activities or projects developed under this MOA and plan future program directions as appropriate;
3. To provide acknowledgement of FSA, PLJV and its partners' contributions on all programs, activities or projects conducted under this MOA;
4. This MOA is neither a fiscal- nor funds-obligating document. Any endeavor by either party that involves reimbursement, contribution of funds, or transfer of anything of value between the parties shall be subject to available funding and will be handled in accordance with applicable laws, regulations, and procedures. The terms of this agreement are subject to the availability of funds. In the event that adequate funding is not made available, the Parties agree that they will terminate their respective responsibilities under this MOA as agreed to under the termination clause of this agreement, below. Such endeavors shall be outlined in separate agreements, shall be made in writing by representatives of both Parties, and shall be independently authorized by appropriate statutory authority. This MOA does not provide such authority;
5. That this MOA in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals;
6. That each party will be responsible for its own actions and results, thereof. Accordingly each party (where liability is otherwise imposed by law) is responsible alone (exclusive of the other part) for any injury

to persons or property resulting in any manner from its conduct of its own operations, and the conduct of its agents or employees occurring in furtherance of the objectives of this MOA;

7. That all activities and programs conducted under this MOA shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Department of Justice regulations enforcing nondiscrimination requirements, and Department of Justice rules and regulations. Compliance ensures access in all aspects of program delivery of benefits and services to the public without regards to race, color, national origin, age, disability, marital status, familial status, parental status, sexual orientation, or because all or part of an individual's income is derived from any public assistance programs;
8. That all activities conducted under this MOA shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sub-title D); and
9. That this agreement may be terminated at any time upon two weeks notice to the other party. Amendments to this agreement will be permitted if agreed to in writing by all the parties.

V. Administrative/Technical Contacts

A. FSA

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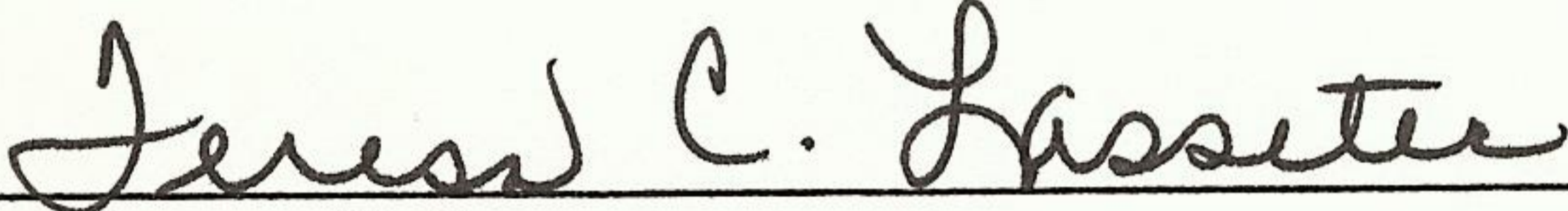
B. PLJV

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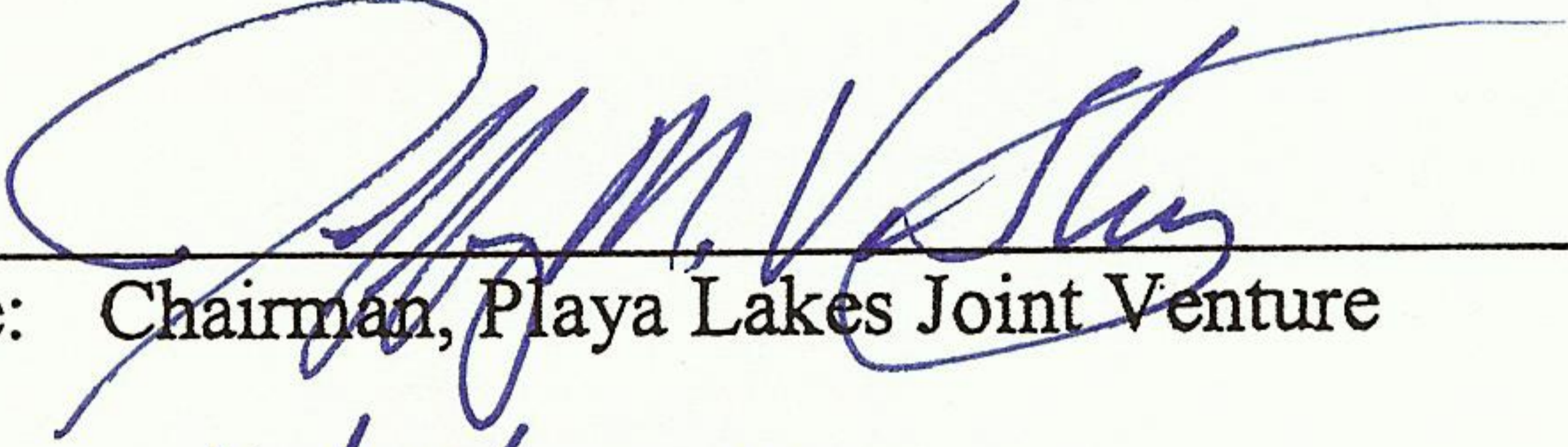
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U.S. Department of Agriculture Commodity Credit Corporation and Farm Service Agency

By: 
Name: Teresa C. Lasseter
Title: Administrator, Farm Service Agency
Date: 11/24/2008

Playa Lakes Joint Venture

By: 
Title: Chairman, Playa Lakes Joint Venture
Date: 11/18/2008