

MEMORANDUM OF AGREEMENT

Between

FARM SERVICE AGENCY (FSA),

COMMODITY CREDIT CORPORATION (CCC),

And the

ASSOCIATION OF FISH AND WILDLIFE AGENCIES (AWFA)

I. Purpose

The purpose of this MOA is to establish a framework and strengthen cooperation between the FSA, CCC and AWFA (together, "the Parties") to conserve, maintain and enhance fish, wildlife, and their habitats across the country on private and public lands. It is the intent of the Parties to work together as full resource management partners to ensure that all program implementation decisions affecting State managed fish and wildlife resources are made with current and best available biological information and that those programs optimize, and when appropriate maximize, benefits to fish, wildlife and their habitats.

II. Authority

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

III. Background

Conserving our nation's fish, wildlife, and their habitats is a high priority for the Parties. Because approximately 70 percent of the land in the United States is privately owned, USDA programs have broad-reaching effects on fish and wildlife populations and conservation of their habitats. Some of these programs can improve water quality and aquatic systems, reduce terrestrial habitat conversion and fragmentation and improve habitat quality while keeping producers and ranchers on the land, which is critical to successful conservation efforts. The health of our society, stability of our food supply, and health of ecosystems directly depend on agricultural and private lands stewardship. The Parties believe that healthy fish and wildlife habitats are indicators of functioning ecosystems that provide critical ecological, social, and economic functions and services upon which agriculture and humans depend. Furthermore, the Parties believe that a strong partnership encouraging fish and wildlife conservation

efforts across agricultural landscapes will contribute to the overall health and economic stability of our nation's farms, ranches and forest lands while benefiting the purposes of State level fish and wildlife conservation laws, policies, and initiatives. The Parties also recognize that strong citizen participation, as well as stakeholder-based partnerships operating at the local level and at other geographic scales, is fundamental to successful conservation of fish, wildlife, and their habitats.

Each Party has roles and processes for conserving, maintaining and enhancing fish, wildlife, and their habitats. Improving coordination between the Parties can result in synergistic effects that enable broader success in achieving common conservation goals while benefits to farmers, ranchers and forest landowners. The roles and processes of each Party are summarized as follows.

IV. Introduction

A. Farm Service Agency

The Farm Service Agency (FSA) administers and manages farm commodity, crop insurance, credit, environmental, conservation, energy, forestry, and emergency assistance programs for farmers, ranchers and forest owners as laid out by Congress through a network of federal, state and county offices and as such ensures efficient delivery of programs that sustain, conserve and enhance fish, wildlife and their habitats. FSA administers several programs, either on behalf of itself or CCC, that affect fish and wildlife resources on a landscape scale from programs such as risk management and emergency to the Conservation Reserve Program (CRP), the Grassland Reserve Program (GRP), the Emergency Conservation Program (ECP), the Voluntary Public Access Program, and the Biomass Crop Assistance Program (BCAP). All FSA programs take into consideration affects on fish and wildlife resources of which State fish and wildlife agencies have statutory authority and responsibility for management. FSA-administered programs can provide benefits at multiple scales such as improving economic stability of the agricultural industry and soil, water, wildlife, and habitat conservation opportunities on public and private lands; providing tools to optimize agricultural and energy production; creating rural economic development opportunities including outdoor recreational opportunities; and helping farmers adjust to changes in climate, production and demand. Collectively, these programs can work together to benefit the agricultural industry, the consumers, the taxpayer, and fish, wildlife and their habitats.

FSA's vision is to support a market-oriented, economically and environmentally sound American agriculture delivering an abundant, safe, and affordable food and fiber supply while sustaining quality agricultural commodities.

B. Association of Fish and Wildlife Agencies

The Association of Fish and Wildlife Agencies (AFWA), formerly the International Association of Fish and Wildlife Agencies, is an organization that represents the State fish and wildlife agencies' interests in fish and wildlife management. The Association's mission is to protect State authority and support provincial and territorial authority for fish and wildlife conservation; promote sound resource management; and strengthen Federal, State, territorial and private cooperation in conserving fish and wildlife and their habitats in the public interest. The Association is committed to conserving the Nation's fish, wildlife and natural resources based on scientific principles. The Association represents and assists all fifty (50) States and territories in working toward the accomplishment of their individual fish and wildlife goals and objectives. The States in general possess broad trustee and police powers over fish and wildlife within their borders, including - absent a clear expression of Congress' intent to the contrary - fish and wildlife on federal lands within their borders. Where Congress has given federal agencies certain conservation responsibilities, such as for migratory birds or species listed as threatened or endangered under the Endangered Species Act, the States, in most cases, have cooperative management authority. Implementation of FSA programs and their results can directly affect States' ability to manage their public trust resources. AFWA believes that great cooperation between the Parties will provide many benefits to State level fish and wildlife conservation priorities and initiatives.

State fish and wildlife agencies' objectives are: 1) to successfully carry out their public trust responsibilities to ensure the vitality of fish and wildlife resources for present and future generations; 2) to encourage, facilitate and enhance the opportunities, means and methods available to all citizens, especially landowners, to contribute to meeting this conservation objective in cooperation with State agencies and their Federal counterparts; and 3) to provide for the sustainable multipurpose use of the resources which includes hunting, fishing, trapping, and non-consumptive uses.

AFWA recognizes that collaborative efforts between State fish and wildlife agencies, private landowners, and the FSA are increasingly important and essential to achieving local, state, regional and national fish and wildlife conservation goals. State fish and wildlife agencies can provide valuable knowledge, expertise, and resources to FSA at the national, state and county level as well as to FSA program participants that enroll in voluntary, incentive-based Farm Bill conservation programs.

AFWA knows that long-term conservation success requires the collective action of agencies, organizations, and individuals with diverse backgrounds, missions, and values working collaboratively and promoting science-based management and conservation in order to address our nation's climate, energy, agriculture and fish and wildlife resource challenges.

V. Responsibilities

A. FSA, on behalf of itself and CCC, agrees to:

1. Provide wildlife conservation information and educational opportunities, as it deems necessary and appropriate, to FSA staff, utilizing current technical and management information and expertise provided by AFWA and its member agencies.
2. Utilize its public information resources to inform private landowners in connection with FSA-administered USDA programs about wildlife conservation practices and programs, including, when appropriate, the distribution of information, technical and financial assistance which becomes available through AFWA and its state agency members.
3. 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, utilize technical information and assistance from AFWA and its state agency members, on the improvement and implementation of conservation techniques and practices.
4. FSA recognizes AFWA and its state agency members as full resource management partners, experts in the field, and as credible resources for consultation on matters of technical interpretation and application of policies and practices that affect fish, wildlife, and their habitats.
5. As deemed appropriate by the Parties, and subject to the availability of funds and provisions of separate financial agreements between the Parties, provide reimbursement for reasonable costs incurred by AFWA and its state agency members, in assisting FSA in the delivery of the wildlife components of USDA conservation programs administered by the FSA.
6. Allow appropriate FSA staff to act as agency liaison(s) to the AFWA as determined appropriate by the FSA.

B. AFWA will encourage State fish and wildlife agencies to:

1. Provide FSA with information regarding the status of wildlife populations, habitat restoration and management techniques, and progress in implementing the objectives of AFWA and its state agency members.
2. Inform all AFWA members and the general public, when appropriate, about fish and wildlife conservation projects and initiatives conducted cooperatively with FSA.
3. Assist in the training of FSA personnel relative to fish and wildlife conservation and management.
4. Use AFWA as a coordinating entity, when appropriate, for state agency members to provide technical knowledge and expertise on policies and practices that affect fish, wildlife and their habitats to FSA at the national, state and county level, as well as to FSA program participants enrolling in voluntary, incentive-based Farm Bill conservation programs.
5. Recognizes FSA as a full resource management partner and will consult with FSA, as appropriate, on matters of technical interpretation and application of policies and practices that affect fish, wildlife, and their habitats.

C. FSA and AFWA will, as mutually agreed upon:

1. Develop and implement processes for AFWA's state member agencies to provide technical knowledge and expertise on programs, policies and practices that affect fish, wildlife and their habitats to FSA at the national, state and county levels.
2. Develop a framework for coordinating and developing mutually beneficial communications tools and processes for providing outreach and education to existing and potential FSA program participants.
3. Encourage participation and collaboration in the planning of FSA programs through the State Technical Committee, its subcommittees, and FSA State Committee and State Wildlife Teams.
4. Share information on the latest habitat and wildlife research results and development of fish and wildlife habitat enhancement techniques.

5. Identify and develop cooperative habitat conservation initiatives conducted under this MOA that advance fish and wildlife conservation with FSA program participants.
6. Enter into MOAs or other types of partnerships at State, county or other levels to facilitate implementation of this MOA.
7. Periodically review the progress of programs and projects developed under this MOA and plan future direction.

VI. The Parties Mutually Agree:

- A. That each party will comply with the information gathering provisions of section 1619 of the Food, Conservation and Energy Act of 2008, P.L. 110-246 (a.k.a. the 2008 Farm Bill), as well as section 2004 of the Farm Security and Rural Investment Act of 2002, P.L. 107-171 (a.k.a. the 2002 Farm Bill), the Privacy Act, the Freedom of Information Act, and related acts concerning privacy and the dissemination of records.
- B. To collectively identify and develop cooperative projects and programs conducted under this MOA that advance fish and wildlife habitat conservation with private landowners and operators.
- C. To periodically review the progress of programs or projects developed under this MOA and plan future program direction as appropriate.
- D. To provide credit to CCC, FSA, AFWA and its member state agencies on all projects or programs conducted under this MOA.
- E. That this MOA is neither a fiscal- nor funds-obligating document. Any endeavor by either party that involves the reimbursement, contribution or funds, and 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. In the event that adequate funding is not made available, the Parties agree that they will terminate their 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.
- F. That this MOA in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. That each party agrees that it will be responsible for its own actions and

results, thereof. Accordingly, each party is responsible for any injury to persons or property resulting in any manner from the conduct of its own operations, and those of its agents or employees occurring in furtherance of the objectives of this MOA.

- H. 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 Agriculture rules and regulations regarding nondiscrimination. 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; and 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, Subtitle D).

VII. Technical/Administrative Contacts

A. FSA

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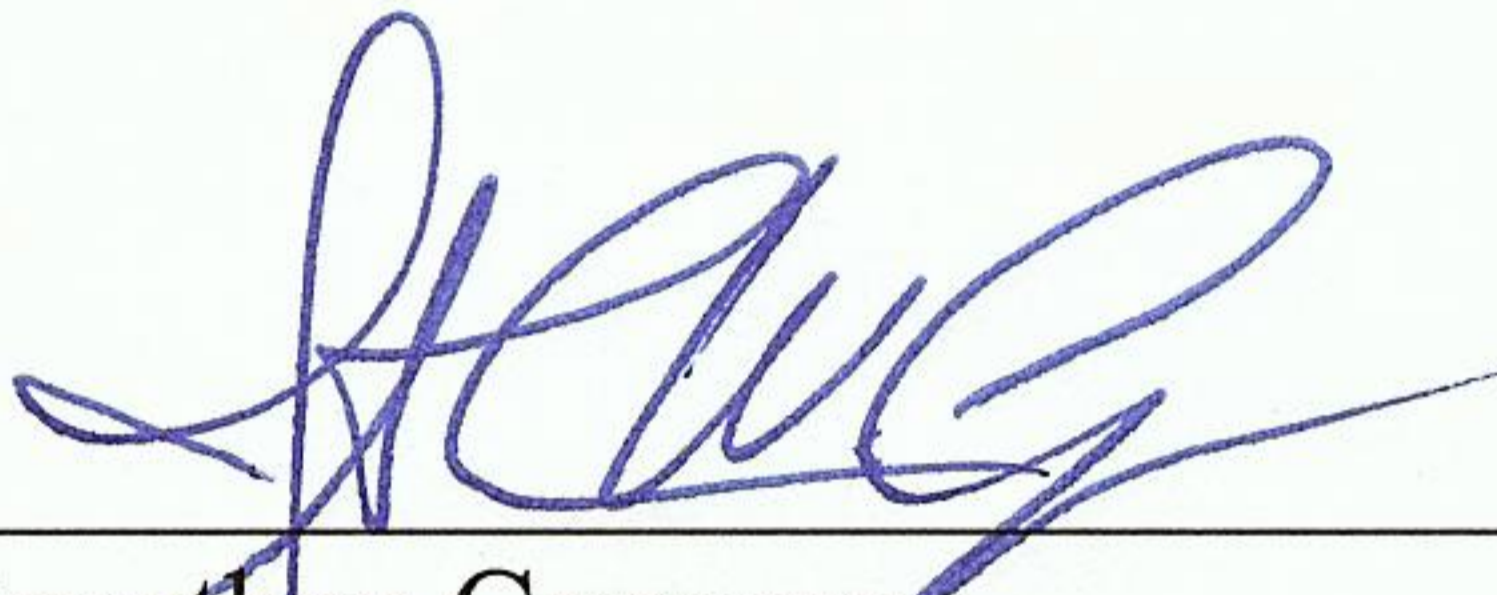
B. AFWA

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VIII. Duration

This MOA shall become effective the date of the last signature and will continue to be in effect for a period of five years or until it is modified or terminated. This MOA may be modified or amended upon written consent of the Parties. This MOA may be terminated with a 30-day written notice from any party.

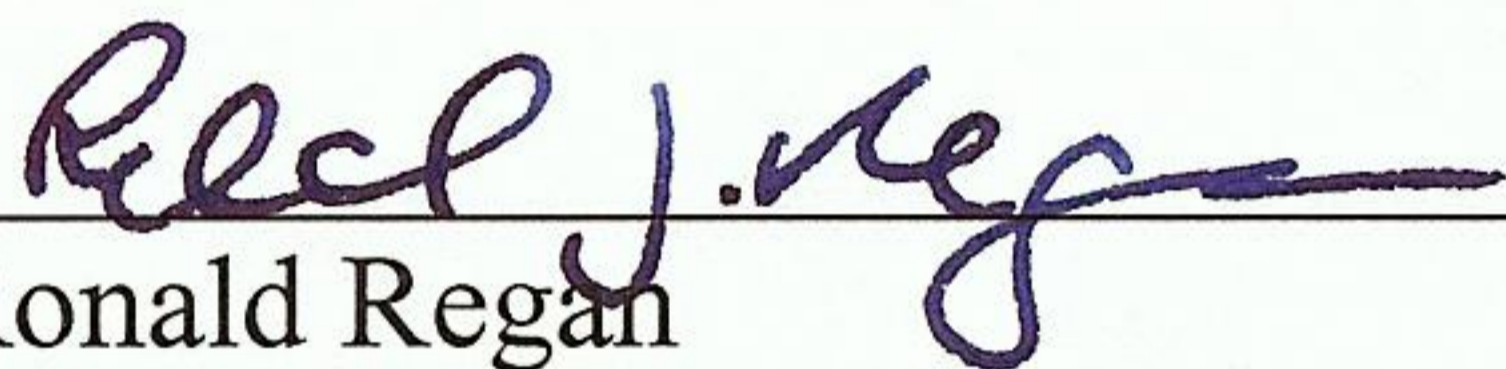
It is so Agreed:



Jonathan Coppess
Executive Vice President, CCC and
Administrator, FSA

02/02/2010

Date



Ronald Regan
Acting Executive Director
Association of Fish and Wildlife Agencies

2/2/2010

Date