

**MEMORANDUM OF UNDERSTANDING
BETWEEN INTERNATIONAL BOUNDARY AND WATER
COMMISSION, UNITED STATES SECTION AND
NATIONAL FISH AND WILDLIFE FOUNDATION
DATED NOVEMBER 25, 1996**

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES SECTION
INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO
AND
NATIONAL FISH AND WILDLIFE FOUNDATION

This Memorandum of Understanding (MOU) is made this 25 day of November, 1996, by and between the United States Section, International Boundary and Water Commission, United States and Mexico, hereafter referred to as "United States Section," represented by the Acquisition Division Chief Debra J. Little of 4171 North Mesa Street, C-310, El Paso, Texas 79902-1441, and the National Fish and Wildlife Foundation, hereafter referred to as the "Foundation," represented by Amos S. Eno, Executive Director, 1120 Connecticut Avenue NW, Washington, D.C. 20036.

WITNESSETH:

WHEREAS, on January 19, 1996, the Natural Resource Conservation Service (NRCS) and the Foundation signed a Cooperative Agreement establishing a new \$10 million partnership fund under the Wetland Reserve Program (WRP) to conserve and restore agricultural wetlands through the acquisition by the United States of perpetual conservation easements with right of access from private landowners on a voluntary basis (See, WRP Partnership Fund Summary attached as Exhibit A to this MOU); and

WHEREAS, this spring the Project Leader of the Lower Rio Grande Valley National Wildlife Refuge Complex, Larry R. Ditto, submitted a \$250,000 grant application to the Foundation from project land acquisition funds in the United States Fish and Wildlife Service (Service) fiscal year 1996 budget to meet the matching funds requirement under the WRP Partnership Fund. The Foundation has matched the Service money and "in-kind" services to be provided. A total of \$500,000 of money and "in-kind" services has now been placed in a special WRP account as an approved grant for the Lower Rio Grande Valley project. The NRCS has determined the Rio Grande flood plain project meets WRP criteria and is now an approved United States Department of Agriculture (USDA) program for funding in Texas; and

WHEREAS, on June 12, 1996, Commissioner John M. Bernal wrote a letter to Lower Rio Grande Valley National Wildlife Refuge Complex Project Leader Larry R. Ditto, verifying the United States Section is interested in working as a partner on this WRP project along the river floodway of the Rio Grande in the acquisition of wildlife travel corridor and maintenance easements. The United States Section is prepared to provide "in-kind" services, as resources are

available, assisting in researching, describing, and surveying the easement areas proposed for acquisition by the United States along the river floodway; and

WHEREAS, The United States Section and the Foundation are cooperating with the Service and other project partners in the acquisition, protection, and restoration of wildlife habitat along the Rio Grande corridor and also to assure flood control along the international Lower Rio Grande Flood Control Project. This MOU provides for the exchange of services, funds, and personnel to achieve this goal; and

WHEREAS, The United States Section is authorized under the Economy in Government Act, 31 U.S.C. 1535 and 22 U.S.C. 277 et seq.; and

WHEREAS, The Foundation is a nonprofit conservation organization established by the National Fish and Wildlife Foundation Act, as amended, 16 U.S.C. 3701 et seq., and authorized by Congress to acquire lands or interests in land and to enter into agreements with federal and other public and private agencies for the purpose of forming partnerships to preserve and protect fish and wildlife resources, and

WHEREAS, The Foundation possesses and has demonstrated the capabilities to participate in this project and will seek additional private and public contributions and "in-kind" support services from additional potential partners to increase the \$500,000 base now established. The Foundation will also provide pursuant with the cooperative agreement with the Service, real estate acquisition capability and support from their staff and/or under contract with appraisal, land survey and title insurance companies located in the project area to assist the Service and the United States Section in acquiring WRP easements. This is a multigroup effort. The Nature Conservancy of Texas (TNC) will also be a key partner for this project providing through their South Texas Private Lands Initiative, established in the Rio Grande valley in 1994, local representatives to coordinate the brush restoration in the river corridor. Other project partners established by the Foundation to date include the Texas Parks and Wildlife Department and the State Forest Service at Texas A&M University. The Foundation will continue its efforts to solicit donations for the Rio Grande corridor project under the WRP matching program; and

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I: UNITED STATES SECTION SERVICES

The following services will be provided by the United States Section:

A. "In-kind" services, as resources are available (See, Exhibit B of this MOU), for the land acquisition project consisting of researching court house land records, determining current land ownerships, providing legal descriptions of real property tracts, and conducting field land surveys

for the properties proposed for purchase by conservation easement including a right-of-way for legal access across private lands to reach the river corridor.

B. A short one page status report to the Foundation every quarter summarizing the amount of "in-kind" services performed, so the United States Section services can be credited and documented as a match to the WRP program account for the Rio Grande corridor project.

C. Provide close coordination between the Foundation, Service, NRCS, and as necessary, other project partners and landowners during the acquisition process.

ARTICLE II: FOUNDATION SERVICES

The following services will be provided by the Foundation, as requested by the United States Section; the United States Section may procure such services from other sources, if it determines those to be more effective:

A. Provide \$250,000 of WRP funds to cover up to 50 percent of the cost in the acquisition of conservation easements and restoration of wetlands and wildlife brush habitat, including overhead costs associated with any land purchase under NRCS guidelines.

B. Solicit donations, contributions and technical expertise from other organizations in an attempt to raise additional matching funds, support, and partners for land acquisition and restoration work along the Rio Grande corridor project.

C. Provide the United States Section, Service, and other partners, as necessary identification of priorities for WRP eligibility, guidance in resolution of complex negotiation cases, real estate appraisals, appraisal reviews, preliminary title reports and legal title opinions, clear title defects, land surveys, and closing of acquisition cases, and contracts for services as necessary, when other partners cannot provide the needed land acquisition expertise in-house.

D. Provide continuous close coordination between the United States Section, the Service, NRCS, and as necessary, other project partners and landowners during the acquisition process.

ARTICLE III: PROCEDURAL REQUIREMENTS

A. This WRP project covers the acquisition of conservation easements averaging 300 feet wide to connect a wildlife corridor of protected wetlands along the Rio Grande and its oxbow channels downstream from Falcon Dam to the mouth of the river. The riparian areas protected under this project will be replanted to native brush habitat to assure restoration of the wildlife corridor along the flood plain of the river following NRCS guidelines under the WRP program. The easements acquired from private landowners will also provide the United States legal access across the flood plain area and to the bank of the river.

B. The NRCS guidelines for the WRP program eligibility, federal land acquisition procedure, and restoration requirements will be followed for all interests in land acquired by the United States under this special project along the Rio Grande.

C. This MOU is to facilitate cooperation between the two parties and other partners and the services to be performed include the acquisition, protection, and restoration of wildlife habitat along the Rio Grande corridor downstream from Falcon Dam to the Gulf of Mexico.

D. The United States Section will provide the Foundation, NRCS and other project partners as necessary, flood control criteria guidance on priority areas along the river corridor within the international Lower Rio Grande Flood Control Project that should be acquired and specifications on the brushlands to be restored on the easement areas.

E. The United States Section will receive the right of access and entry to all easement areas acquired along the river floodway of the international Lower Rio Grande Flood Control Project for purposes of carrying out United States Section maintenance activities and federal responsibilities as covered in the Service's biological opinion dated May 6, 1993.

ARTICLE IV: COST AND FUNDING

The United States Section agrees to provide "in-kind" services, as resources are available and as specified in Article I of this MOU, toward satisfying the \$250,000 matching requirements under the WRP Partnership Fund.

ARTICLE V: PAYMENTS

The United States Section will provide "in-kind" services and make no cash payments.

ARTICLE VI: DURATION

This MOU is effective from the date of execution until the required services have been performed. This MOU may be terminated by either party by written notification at least 30 days prior to effecting termination.

ARTICLE VII: AMENDMENTS

This MOU is made with the understanding that either party may request a review of the contents of this agreement, at any time, to provide recommendations for amendments.

ARTICLE VIII: INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between both parties, each shall appoint representatives to serve as the points of contact between the United States Section and the Foundation on all matters relating to this MOU.

The contract representatives shall be responsible for effecting the execution of the MOU and any amendments, invoices and payments or "in-kind" services made on the MOU, and all other issues of a contractual nature.

The technical representatives shall be responsible for actual execution of the activities of all the "in-kind" services provided under this MOU. Responsibilities include participating in negotiations with the contract representative, reviewing progress and deliverables for compliance with technical requirements, reviewing reports of "in-kind" services for conformance with negotiated parameters, and suggesting amendments to the contract representative.

The representatives in the execution of this agreement will be as follows:

A. United States Section Contract Representative:

Maria C. Smith, Contract Specialist, Telephone: 915/534-6682, Facsimile: 915/534-6680

B. United States Section Technical Representative:

Douglas Echlin, Environmental Protection Specialist, Telephone: 915/534-⁶⁷⁰⁴~~6694~~, Facsimile: 915/534-6680

C. Foundation Contract Representative:

Lucy Wallace, Special Projects Coordinator, Telephone: 508/443-0498, Facsimile: 508/443-2898

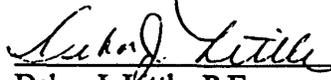
D. Foundation Technical Representative:

Thomas E. Smith, Foundation Western Consultant, Telephone: 505/292-2143, Facsimile: 505/294-6399

IN WITNESS WHEREOF, the parties hereto execute this instrument to be effective when signed by both parties.

UNITED STATES SECTION
INTERNATIONAL BOUNDARY AND WATER COMMISSION

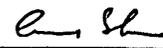
Date: 11/25/96



Debra J. Little, P.E.
Chief, Acquisition Division

NATIONAL FISH AND WILDLIFE FOUNDATION

Date: 6 Nov 1996



Amos S. Eno
Executive Director



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WRP Partnership Fund

The Challenge:

On January 19, 1996, the Natural Resource Conservation Service (NRCS) and the National Fish and Wildlife Foundation (NFWF) signed a Cooperative Agreement establishing a new \$10 million partnership fund under the Wetlands Reserve Program (WRP) to conserve and restore agricultural wetlands through voluntary easements.

The NRCS has given NFWF one year to leverage \$5 million in WRP funds with at least \$5 million in non-NRCS matching funds or in-kind services to implement wetlands conservation projects under the WRP.

We are now soliciting grant proposals from a wide variety of prospective partners who seek to conserve important wetland resources through WRP easements and restoration activities. Partners with eligible projects and identified or prospective sources of matching funds are encouraged to apply directly to NFWF for matching grants under this pilot program between now and October 1, 1996.

The Goal:

The purposes of the WRP Partnership Fund are twofold: to stretch NRCS dollars further under the WRP program by attracting matching funds; and to gain broader participation in the WRP through joining forces with a diversity of conservation partners and the expertise and innovations they can bring.

NFWF and NRCS will work to identify, design, and enroll a variety of wetland conservation projects across the country into the pilot WRP Partnership Fund program. These projects may differ significantly in size, geographic location, numbers of acres, numbers of participating landowners, wetland resource benefits, funders, and conservation partners. All projects must meet the WRP program guidelines as set forth in 7 CFR Part 703, as amended by Chapter VI and Part 620.

Project Eligibility:

Projects must meet current WRP program guidelines developed by NRCS for the WRP, including the following basic elements:

- * Project acres meet basic eligibility as former or degraded wetlands where the hydrology can be restored;
- * Project acres will be enrolled into 30-year or permanent easements under the WRP;
- * Buffer areas may be incorporated as up to 50% of the project site;
- * Projects must follow current WRP restoration guidelines. Specifically, no less than 70% of the wetland acres in a project must be restored to their natural vegetation and hydrology;

- * NRCS will hold title to all WRP easements. Remaining interests (such as fee title) can be negotiated separately between the landowner(s) and any interested conservation partner. Management of the lands under easement is the responsibility of the landowner, but can be transferred to a state or federal agency; and
- * All projects must secure at least a 1:1 match in non-NRCS funds or in-kind services.

Eligible Costs Under the WRP Partnership Program:

Eligible costs, both for NRCS funds and matching funds, fall under three basic categories:

- 1) *Acquisition of agricultural easements under the WRP;*
- 2) *Restoration of those enrolled acres;*
- 3) *Acquisition-related costs, such as survey, title, appraisals, and legal fees.*

Match sources:

Eligible match sources include cash or qualifying in-kind goods or services from: states, non-governmental organizations, corporations and small businesses, private individuals, foundations, research centers, universities and colleges, and federal sources other than USDA/NRCS.

In-kind contributions that may be considered as eligible match include: expert services, equipment and equipment use, lands and/or easement donations, bargain-sale donations, volunteer labor, and donated goods such as seed, nursery stock, and so forth. Documentation will be required for in-kind donations.

Project Priorities:

Priority projects, as defined in the NFWF/NRCS Cooperative Agreement, include:

- 1) current state backlogs of WRP sign-ups in need of funding;
- 2) high-priority wildlife habitat, particularly those contributing to the conservation of migratory birds;
- 3) enrollments of acres owned by disadvantaged and/or minority landowners;
- 4) other areas of mutual interest to NRCS and NFWF.

Proposals:

Project proposals should be submitted to the National Fish and Wildlife Foundation between now and October 1, 1996 and will be considered on a rolling basis. Please include:

- a brief description of the project
- number of acres
- natural resource values
- restoration plan
- eligibility under the WRP
- estimated cost per acre (agricultural value or fee-title appraisal)
- status of landowner interest/negotiations
- identified or prospective matching contributions
- other contributing conservation partners
- a project budget
- map or schematic of project site

Final decisions on projects under this program will be made jointly by NFWF and the applicable NRCS state conservationist. For more information, please contact Sara Nicholas or Alex Echols at (202) 857-0166.

**"In-Kind" Services to be Provided
by the United States Section
As Resources are Available per Article I**

The United States Section currently does have a survey crew available on part-time basis, but it does not have a Registered Land Surveyor on staff (This position would need to be filled by other partners). The United States Section has no resources available for land record research or for preparation of legal descriptions at this time. These positions could possibly be filled by hiring part-time or term employees or could be provided as resources become available through future budget requests.

As an option to the prepared schedule below, the \$250,000 "in-kind" funding could be satisfied with a 2.5-year commitment by the United States Section to complete only the survey work at an annual cost of \$104,000 (Salaries + Overhead) for a part-time survey crew. If the United States Section is able to perform all "in-kind" services on a full-time basis, the estimated cost would range from a minimum of \$149,500 to a maximum of \$266,500.

In-Kind Service	Duration*	Manpower	Estimated Annual Cost
Land Record Research	1 to 1.5 Years	1 Engineer or 1 Real Estate Specialist	\$ 50,000
Prepare Legal Descriptions	0.5 to 1 Year	1 Engineer or 1 Real Estate Specialist	\$ 50,000
Perform Easement Surveys	0.5 to 1 Year	4-Person Survey Crew	\$ 80,000
Subtotal			<hr/> \$180,000
30% Overhead			54,000
ESTIMATED TOTAL			<hr/> \$234,000 <hr/>

* Estimated time to complete "in-kind" service on a full-time basis