

**Partnership Agreement
Between the
Coastal Bend Bays & Estuaries Program, Inc. and
USDA Natural Resources Conservation Service (NRCS)
Through provisions of the
Wetland Reserve Enhancement Program (WREP)**

NRCS Agreement Number: XX-XXXX-X-XXX

Introduction:

This Partnership Agreement is entered into between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service henceforth named “NRCS” and the **Coastal Bend Bays & Estuaries Program, Inc.**, henceforth named CBBEP. NRCS and CBBEP are engaged in complementary and compatible activities related to providing financial and technical assistance to landowners through provisions of the Wetland Reserve Enhancement Program (WREP) a component of the Wetlands Reserve Program (WRP). Partnership activities include providing technical and financial assistance to encourage and facilitate restoration and protection of wetlands and associated habitats through enrollment of private and Tribal land into easements and 30-year contracts. Funds will be provided to eligible landowners by both parties to the agreement.

I. Authority

This Agreement is entered into in accordance with:

Section 2206 of the Food, Conservation, and Energy Act of 2008 which establishes the Wetland Reserve Enhancement Program (WREP) by amending Section 1237A(h) of the Food Security Act of 1985 [16 U.S.C. 3837a(h)].

II. Background

The Wetland Reserve Enhancement Program (WREP) is a voluntary conservation program designed to foster coordination with eligible partners and to encourage eligible landowners to enroll their property into perpetual and 30-year conservation easements and contracts for the purpose of restoring, protecting and enhancing wetland and associated habitats. The assistance provided through this partnership agreement enables landowners to protect, restore, and enhance wetlands and associated habitats. The Secretary of Agriculture has delegated the authority for administration of WREP to the Chief of NRCS. Congress established WREP to assist potential partners in focusing efforts to designate and enroll high priority wetland areas based on input and identification of these areas by selected partners.

CBBEP has submitted a proposal to address priority wetland protection, restoration, and enhancement in the coastal bend of Texas in areas of known habitat for Aplomado Falcon, Attwater’s Prairie Chicken and Whooping Cranes. CBBEP is an eligible partner entity and meets statutory requirements of WREP to carry out activities specified in this agreement and work with eligible program participants to help implement WRP.

NRCS is the lead Federal agency for conservation on private land. In carrying out this role, NRCS provides voluntary conservation planning, technical and financial assistance to farmers, ranchers, and other landowners to address high priority wetland protection, restoration and enhancement on the private and Tribal land. Specifically, NRCS may provide financial and technical assistance from funds available through the Wetland Reserve Program to projects approved as a result of the partnership agreement.

III. Purpose

The purpose of this agreement is to establish a partnership framework for cooperation between NRCS and CBBEP to target and leverage resources to protect, restore, and enhance 2000 acres of wetlands, and to improve associated wildlife habitat.

IV. Responsibilities

A. NRCS agrees to:

1. Carry out and implement in good faith the provisions of this agreement.
2. Provide technical and financial assistance through the Wetland Reserve Enhancement Program (WREP) as requested by the CBBEP to landowners located within the approved project area. Note: All funding beyond FY2012 is subject to change based on availability of funds or other factors that may influence NRCS funding decisions. NRCS reserves the right and authority to reduce or discontinue project benefits to support this partner agreement based upon funds availability, changes in agency priorities, or inability of CBBEP to deliver resources or provisions of this agreement. Easement and associated restoration agreements obligated with landowners as a result of this partnership agreement are assured of funding for the entire length of the approved agreement and not subject to provisions of this partnership agreement regarding fund availability.
3. Implement and administer WREP to the extent possible to achieve successful enrollment of addressing identified WREP projects as brought forth by efforts of partners to this agreement and targeted in the areas identified in the partner proposal. Such assistance includes use of recommendations from CBBEP for evaluation and ranking of program applications and for eligible landowners to facilitate easement transactions and restoration implementation within the project area.
4. Provide annual review and recommendations to CBBEP regarding the project to ensure success and implementation of easement transactions and restoration implementation.

B. Coastal Bend Bays & Estuaries Program, Inc. agrees to:

1. Carry out and implement in good faith the provisions of this agreement.
2. Comply with NRCS guidelines (General Manual 120-408) regarding the disclosure of information protected by the Freedom of Information Act (FOIA - 5 USC 552(a)) and Privacy Act provisions. Information protected in participant case files shall not be disclosed to the general public except in cases approved by the FOIA Officer. The FOIA Officer should be contacted if questions arise whether to release information covered by the FOIA and Privacy Act pursuant to one of the exemptions under the Acts.

3. Provide NRCS with a well-defined description and boundary of the project area for which NRCS WRP benefits are to be offered. This includes refining the project area to specifically identify those areas that meet land eligibility criteria such as: hydric soils, flooding frequency, seasonally high water table, and former or degraded wetlands.
4. Provide NRCS a detailed “Plan of Work” for delivery of technical or financial resources to be provided by CBBEP. The plan shall identify specific technical and financial resources to be provided by the partner or other cooperating entities and the project timeframe for delivery of said resources to NRCS program participants.
5. A project “Budget” which identifies other funding sources which support technical or financial resources identified in Item #3.
6. Provide NRCS with an estimate of the annual amount of program funding specifically needed to enroll easements and implement restoration of wetland and associated habitats on eligible lands within the project area.
7. Provide NRCS with a list of suggested additional ranking criteria, if any, which may be added to existing WRP ranking criteria, as determined by NRCS. The suggested criteria shall relate to the WREP project area objectives to address priority wetland protection, restoration, and enhancement.
8. Provide NRCS with a list of agency-approved conservation practices the partner would like offered through WREP. The partner shall also provide NRCS with recommendations for practice implementation costs and data needed by the agency to support the priority needs within the project area.
9. Provide the NRCS agency representative with annual reports during the project period and a final project report that documents project accomplishments and goals achieved. Such regular reports shall document match expenditures and include activities and services that are provided by CBBEP to program participants to help achieve objectives of the agreement. Reports shall also address partner efforts to monitor and evaluate within the approved project area. Additional report requirements, if appropriate and included in the WREP proposal, shall include:
 - a. Numbers of NRCS program participants assisted and/or cooperating in the project effort.
 - b. Acres of easements enrolled and restored in the project area each year and for the final project report.
 - c. Other partner or resource contributions from other agencies or organizations which help implement provisions of the agreement and further project objectives.
 - d. Assistance provided to program participants to help meet local, State, and/or Federal regulatory requirements.
 - e. Information related to efforts to address water quality, water conservation, and other natural resource related concerns.
 - f. Efforts to provide innovation in wetland protection, restoration, and enhancement methods and delivery of WREP, including new outcome-based performance measures and methods.
 - g. Efforts related to renewable energy production, energy conservation, mitigating effects of climate change, adaptation, or fostering carbon sequestration.
 - h. Efforts for outreach to, and participation of, beginning farmers or ranchers, socially disadvantaged farmers or ranchers, limited resource farmers or ranchers, and Indian Tribes within the project area.
 - i. Financial and technical assistance resources provided by the partner including the required five percent match and any additional funding provided in furtherance of the agreement.

C. It is mutually agreed upon by both parties:

1. To cooperate in developing and implementing restoration plans that address priority wetland protection, restoration, and enhancement in the defined project area.
2. That the designated representative of CBBEP and the designated representative of NRCS will cooperate to develop procedures to ensure good communication and coordination at the various levels of each organization.
3. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to person or property resulting in any manner from the conduct of its own operations, and the operations of its agency or employees under this agreement, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency or its own employees, while occupying or visiting the projects under and pursuant to this agreement. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
4. That nothing in this agreement shall obligate NRCS to obligate funds to the CBBEP, or vice versa, regarding funds NRCS may provide to eligible program participants. However, this agreement is approved under WREP, in part, due to the proposal submitted by CBBEP to contribute \$200,000 non-Federal match towards the implementation of this WREP project, as identified in the attached budget (Attachment A). The parties concur that NRCS responsibilities under this agreement are contingent upon CBBEP providing the identified non-Federal match towards implementation of the WREP project identified under this agreement, and NRCS will track the non-Federal match and reserves the right to cancel this agreement at any time should CBBEP fail to provide the non-Federal match as represented.
5. This agreement does not restrict either party from participating in similar activities with other public or private agencies, or organizations, and individuals.

V. Duration

This agreement takes effect upon the signature of NRCS, and shall remain in effect for three years from the date of execution. This agreement may be extended or amended upon request of either NRCS or CBBEP as long as the extension or amendment does not extend this agreement beyond 4 years from date of execution. Either NRCS or CBBEP may terminate this agreement with a 60 day written notice to the other party.

VI. Provisions

A. Employees of NRCS shall participate in efforts under this agreement solely as representatives of the United States. To this end, they shall not participate as directors, officers, CBBEP employees, or otherwise serve or hold themselves out as representatives of CBBEP. NRCS employees shall also not assist CBBEP with efforts to lobby Congress, or to raise money through fund-raising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with CBBEP, concerning future employment and shall refrain from participation in efforts regarding such actions until approved by the agency.

Accepted by:

Signed: _____
Salvador Salinas, State Conservationist
Natural Resources Conservation Service
101 South Main
Temple, Texas 76501

Signed: _____
Ray Allen, Executive Director
Coastal Bend Bays & Estuaries Program, Inc.
1305 N. Shoreline Blvd., Suite 205
Corpus Christi, Texas 78401

Date: _____

Date: _____

ATTACHMENT A

Total Project Budget: \$4,400,000

Project Funding Partners	Easement Acquisition	Wetland Restoration & Enhancement Activities	Totals
WREP	\$4,000,000		\$4,000,000
Coastal Bend Bay & Estuaries Program (non-federal)		\$200,000	\$200,000
U.S. Fish & Wildlife Service		\$200,000	\$200,000
Total	\$4,000,000	\$400,000	\$4,400,000