

MEMORANDUM OF UNDERSTANDING

for the Protection, Restoration and Management of Minnesota's Prairies

This Memorandum of Understanding (MOU) is by and between the following parties: the US Fish and Wildlife Service, the Minnesota Department of Natural Resources, the Minnesota Board of Water and Soil Resources, the USDA Natural Resources Conservation Service, The Nature Conservancy (a non-profit corporation of the District of Columbia), the Minnesota Prairie Chicken Society, The Conservation Fund, Audubon Minnesota, Pheasants Forever, Inc., and Ducks Unlimited, Inc.

WHEREAS, Native prairies are some of the most diverse plant and animal habitats in North America, and

WHEREAS, The rich and productive soils of Minnesota's prairie region are the foundation of a long-standing, strong and evolving agricultural economy, and

WHEREAS, Remaining native prairie in Minnesota covers less than two percent of its former extent, and

WHEREAS, Prairies, grasslands, wetlands, and other associated habitats along with the fish and wildlife, including both game and non-games species, dependent upon them are susceptible to further loss and degradation, and

WHEREAS, Waterfowl, pheasants, prairie chickens and other game species will benefit from prairie, grassland and wetland protection, restoration and enhancement on a landscape scale, and

WHEREAS, The Long Range Plan For the Pheasant In Minnesota and the Long Range Duck Recovery Plan identify the need for grassland conservation on a landscape scale, and

WHEREAS, The remaining prairie remnants and strategic grassland restorations must be protected, managed properly, and buffered and reconnected through habitat restoration to re-create functioning prairie ecosystems, and

WHEREAS, Establishment of large complexes and connecting corridors is the optimal means to maintain viable populations of grassland animals and plants as well as providing recreational opportunities for hunters, wildlife watchers, prairie enthusiasts, and others, and

WHEREAS, Native prairie habitat also provides additional benefits including water purification, watershed protection and improvement via water retention, and healthy soil and air via carbon sequestration; and

WHEREAS, Prairie, grassland, and wetland conservation activities will necessarily be accomplished within working landscapes that continue to be used for economic benefit, and

WHEREAS, Relevant data sets and analysis exist to support prioritization efforts to target prairie, grassland, and wetland conservation work in the state, and

WHEREAS, The parties acknowledge the need to enhance the coordination of prairie, grassland, and wetland conservation activities between agency programs, organizations and private landowners to maximize efficiency and effectiveness of conservation actions.

NOW THEREFORE, the parties agree as follows to:

1. Continue to participate in the Prairie Plan Working Group in order to implement the recommendations of the Minnesota Prairie Conservation Plan 2010 ("Prairie Plan"), see http://files.dnr.state.mn.us/eco/mcbs/mn_prairie_conservation_plan.pdf.
2. Strategically focus their prairie, grassland, and wetland conservation efforts towards the prairie core, adjacent corridor, and matrix areas consistent with the Prairie Plan.
3. Participate, as staffing allows, in core area working groups as they are established to coordinate and plan conservation activities within those areas, their connecting corridors, and surrounding matrix.
4. Collaboratively plan within the core area working groups to determine the desired protection status of each portion of the priority core areas, adjacent corridors, and surrounding matrix areas.
5. Coordinate efforts to identify and contact priority landowners to present the conservation options for protection, management, or restoration.
6. Work collaboratively to seek funding needed to carry out protection, management, and restoration activities. When opportunities allow, jointly apply with other parties to this MOU for funding through grants, contracts, and other types of agreements.
7. Jointly develop a landscape management plan for the core, adjacent corridor, and surrounding matrix areas that specifies the desired future condition for each priority parcel and how priority parcels together will be managed as a landscape. The management plan will usually include prescribed fire, weed control, conservation grazing, haying activities, and other grass-based economic activities.
8. Work cooperatively within the core and corridor areas to promote prairie-based economic activity that will help support private landowners and local communities.
9. Outside of the core areas, set priorities that complement the Prairie Plan or other relevant natural resource planning efforts within the prairie landscape region.
10. Within three years, update the Prairie Plan to incorporate or reference other habitat planning efforts in the prairie region including especially plans for fish and other aquatic resources.

This MOU reflects an entirely voluntary commitment between the parties. This MOU in no way obligates or restricts the activity of any party. Any party may withdraw from the MOU upon notification of the other parties. Nothing in this MOU shall obligate any of the parties to obligate, expend, or transfer any funds or otherwise commit any signatory to actions for which it lacks statutory or fiscal authority. Employees or volunteers of one party shall not be considered an agent or employee of another party for any purpose, and no joint venture or principal-agent relationship exists. No party shall have any right, power, or authority to create any obligation, expressed or implied on behalf of another party.

Each party hereto agrees that, to the extent allowed under law, it will be responsible only for its own acts or omissions and the results thereof, whether based in negligence, recklessness or willfulness, and no party shall be responsible for the negligent, reckless or willful acts or omissions of another party and the results thereof. Each party will therefore assume all risks and liability to itself, its agent and employees, for any injury to persons or

property resulting from actions or operations of itself, its agents or employees and for any loss, cost, damage or expense resulting at any time from any and all causes due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own employees or agents to this MOU.

During the course of the performance of this MOU, the parties may have access to materials, data, strategies, systems or other information relating to the other parties and their programs which is intended for internal use only. Any such information shall not be used, published or divulged to any individual or corporation, in any manner or for whatever purpose, except through the party's previous written permission, which may be withheld by the respective party at its sole discretion.

Additional parties may, and are encouraged to, be added to the MOU at any time. All signatories will be notified of any additional party and will be given 30 days after the notification to determine if there is a conflict of interest. If a conflict of interest is identified the signatory may choose to withdraw from the MOU. If the signatory does not choose to withdraw, then the additional party with the conflict of interest may not be added to the MOU.

This MOU does not preclude the parties from establishing similar agreements and/or contracts with other individuals, corporations, agencies, and public or private organizations. The parties recognize the importance of continuing to cooperate and work with other partners in programs of mutual interest and to be able to, by means of a written document signed by all parties, invite other partners to participate in the activities implemented under this MOU.

SIGNATURES TO THE MEMORANDUM OF UNDERSTANDING

July 31, 2012

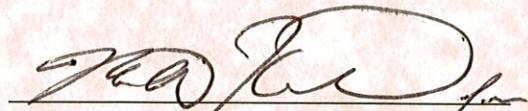
Date

Minnesota Department of Natural Resources



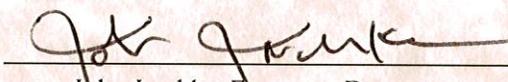
Tom Landwehr, Commissioner

Pheasants Forever, Inc.



Howard Vincent, President and CEO

Minnesota Board of Water and Soil Resources



John Jaschke, Executive Director

Minnesota Prairie Chicken Society



Brian Winter, President

United States Fish and Wildlife Service



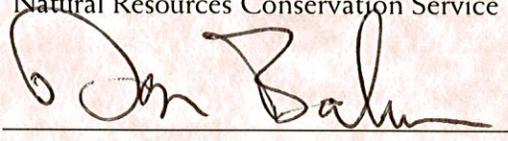
Tom Melius, Midwest Regional Director

The Conservation Fund



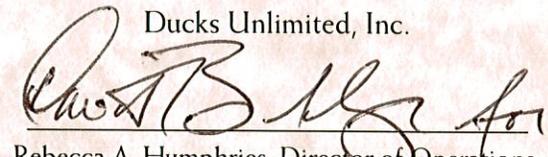
Steve Hobbs, Minnesota Project Director

Natural Resources Conservation Service



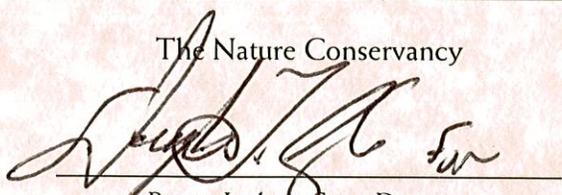
Don Baloun, State Conservationist

Ducks Unlimited, Inc.



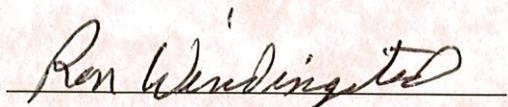
Rebecca A. Humphries, Director of Operations,
Great Lakes-Atlantic Region

The Nature Conservancy



Peggy Ladner, State Director

Audubon Minnesota



Lee Pfanmuller, Interim Director