

program. The report shall include a comparison of salmon and trout habitat characteristics and population trends in streams where there is significant enrollment in this program with similar streams where program participation is not significant.

- I. Within 90 days of the end of the Federal fiscal year, State will submit information summarizing its overall costs for the program. In the event that the State has not obligated 20 percent of the overall costs for a relevant Federal fiscal year, the State will fulfill its obligations within 90 days by paying the shortfall to CCC, or by providing some other mutually agreed-upon remedy.
- J. In any case in which USDA executes a CRP contract with a producer at the irrigated land rate, the State shall enter into a lease with that producer for the quantity of water which had been applied to that land and shall allocate that water for instream flow use. The State shall monitor compliance with its lease and notify USDA in writing of any violations of the lease.
- K. Seek the approval of this agreement by such independent boards or bodies within the State as may be necessary or appropriate to maximize the accomplishment of the objectives of this agreement and notify USDA of the results of the requests for such approval.

## VII MISCELLANEOUS PROVISIONS

- A. All commitments by USDA and the State are subject to the availability of funds. In particular, the State's commitments are subject to Article XI, section 7 of the Oregon Constitution, which limits the State's ability to incur debts or obligations. In the event either party is subject to a funding limitation, it will notify the other party expeditiously and any necessary modifications will be made to this Agreement.
- B. All CRP contracts under this CREP shall be subject to all limitations set forth in the regulations at 7 CFR Part 1410, including, but not limited to, such matters as economic use, transferability, violations and contract modifications. Agreements between owners or operators and the State may impose additional conditions not in conflict with those under the CRP regulations, but only if approved by CCC.
- C. Neither the State nor USDA shall assign or transfer any rights or obligations under this Agreement without the prior written approval of the other party.
- D. The State and USDA agree that each party will be responsible for its own acts and results to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof.

**IT IS SO AGREED:**

**FOR THE U.S. DEPARTMENT OF AGRICULTURE AND THE COMMODITY  
CREDIT CORPORATION**