



## PARTNERS FOR FISH AND WILDLIFE HABITAT DEVELOPMENT AGREEMENT



This Agreement between **City of Madison Parks Division**

U.S. Fish and Wildlife Service (Service) is authorized by the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-666c and the Fish and Wildlife Act of 1956, 16 U.S.C. 742a-j. The Service and the Cooperator(s) agree to carry out certain wildlife management practices and habitat developments on land owned by the Cooperator(s) as described in the attached Project Plan and identified on the on the attached map and/or aerial photograph.

The Cooperator(s) agrees to join as a participant in a wildlife habitat development program and grants to the Service the authority to carry out wildlife habitat developments, or agrees to personally carry out wildlife habitat development and management activities with financial or material support, as described in the Project Plan. Any supplies, equipment or direct payment from the Service to the Cooperator(s) for carrying out the wildlife habitat developments are also listed in the Project Plan.

The Cooperator(s) further agrees:

1. To assume responsibility for securing federal, state and local permits needed to carry out the proposed habitat development project.
2. To allow the wildlife habitat development project described in the Project Plan to remain in place for a period of 20 years from the date of last signature on this Agreement.
3. To allow the Service or its representatives reasonable access to the described property for the period of this Agreement in order to complete the agreed upon habitat development project and to make periodic inspections of the habitat development for program monitoring purposes.
4. To notify the Service in writing at least 30 days before closing of any planned sale or other change in the ownership of the described property.
5. To complete all cooperator(s) responsibilities as listed in Section III of the Project Plan.

The Service assumes no authority over the described property for purposes of controlling trespass, for controlling noxious weeds, for identifying or removing pre-existing hazards including waste materials, for granting rights of way, or for any other incidents of ownership. The Service also assumes no liability for property damage or injuries to people not caused by its own negligence, and any claims shall be processed in accordance with the Federal Tort Claims Act. The Cooperator(s) shall own all of the completed or installed developments and shall be solely responsible for paying all taxes and assessments on the described property.

Please sign, make a copy for your file and send this page back

This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Cooperator(s) terminates the Agreement before its expiration, or if the Cooperator(s) should fail to maintain the wildlife habitat development for the length of the Agreement, then the Cooperator(s) agrees to reimburse the U.S. Fish and Wildlife Service prior to final termination for the pro-rated costs of all habitat development projects placed on the described land through this Agreement. For these purposes the total cost of the development projects to the United States are agreed to be \$10,000.00

COOPERATOR(S)

U.S. FISH AND WILDLIFE SERVICE

X \_\_\_\_\_  
Signature

Greg Hamilton  
Partners for Fish and Wildlife Biologist Signature

Signature Russ Hefty  
City of Madison Parks Division  
Printed Name

Greg Hamilton  
Printed Name  
12/10/09  
Date

Printed Name

X \_\_\_\_\_  
Date

Agreement #: # 32720-A-J007

CONTRACTING OFFICER

| Region 3 Assistance Agreement |                 |
|-------------------------------|-----------------|
| HabITS #                      |                 |
| DCN #                         | 32720-A-J007    |
| Budget fund acct.             | 32720-3720-0606 |
| Dollar Amount                 | 10,000.00       |
| ABC code                      | W3              |
| Budget Object Code            |                 |
| Vendor Code                   |                 |

\_\_\_\_\_  
Contracting Officer Signature  
Amanda Kline  
Printed Name  
\_\_\_\_\_  
Date