

Landowner Agreement No: WIPLO-16-037

Sub-award from Award **F15AC00235**

**PARTNERS FOR FISH AND WILDLIFE PROGRAM
LANDOWNER AGREEMENT**

**Sub-Recipient Agreement to the Cooperative Agreement between the U.S. Fish and Wildlife
Service and City of Madison**

This Landowner Agreement (Agreement), dated July 22, 2016, between City of Madison, and WI Waterfowl Association, , and the U.S. Fish and Wildlife Service (USFWS) is entered into pursuant to authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended. This project was selected for funding because the Landowner shares a common objective with the USFWS to restore habitat for the benefit of Federal trust species on private lands, and the project supports priority actions identified in the Regional Partners for Fish and Wildlife (Partners) Program Strategic Plan.

City of Madison, 210 Martin Luther King Jr. Blvd, Madison, WI 53701, hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in Dane County, State of Wisconsin, described as follows: all of, or within, Township 8N / Range 10E / Section 18.

In signing this Agreement, the Landowner joins as a participant in a wildlife habitat improvement program and grants to the Cooperators and the USFWS authority to complete the habitat improvement project or the Landowners may personally carry out management activities with financial or material support as described in attached Exhibit A. Any donation of supplies, equipment, or direct payment from the Cooperators to the Landowners for carrying out the habitat improvements is included in Exhibit A. The activities conducted pursuant to this Agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Landowners or Cooperators, or other parties, as a result of any mandated requirements.

The term of this Agreement (also referred to as the habitat retention period) will be completed on July 22, 2026. 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(ies). However, if the Landowner(s) terminate(s) the Agreement before its expiration, or if the Landowner(s) should materially default on these commitments, then the Landowner(s) agree(s) to reimburse the Cooperator prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement, and the Cooperator will work with the USFWS to determine how those funds will be used. For these purposes, the total cost of the habitat improvements to the United States is agreed to be \$ \$5,000

Landowner:

The Landowners or his/her land manager, with legal authority over land management decisions,

guarantees ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

The Landowners will notify the USFWS and other Cooperators of planned or pending changes in ownership. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.

The Landowners agrees to allow access (with advance notice) to the USFWS and the other cooperating partners to implement the project described in Exhibit A, and to monitor project success.

The Landowners retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

During the habitat retention period, the landowner must maintain the habitat restored under this award.

At the end of the habitat retention period, the habitat improvement project will become the sole property and complete responsibility of the Landowner. There shall be no obligation to the USFWS after the term of the Agreement has expired.

The Landowner will be responsible for securing any necessary permits. Technical advice and support will be provided by participating agencies in the application for the permit(s). The Landowner and Cooperators agree to identify the USFWS' contribution to the project during public presentations, reports, or other information published about the project, as appropriate.

USFWS:

The USFWS will work with the Landowner and Cooperators signing this Agreement, throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement and functions as intended.

The USFWS, its agents, or assignees will provide advanced notice prior to accessing the Landowner property to implement the project described in the work plan, and to monitor project success.

The USFWS assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage. The USFWS does not assume jurisdiction over the premises by this Agreement.

Spatial Information Sharing: In accordance with the Privacy Act of 1974, permission must be obtained from the Landowner before any personal information can be released. The only information that can be shared is payment information that is authorized by law. Therefore, Landowner consent is requested to allow for sharing of spatial information about this project

solely with conservation cooperators providing technical or financial assistance with the restoration, enhancement or management of fish and wildlife habitat.

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We, the Landowner, consent to having spatial information about this project shared with other conservation cooperators

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We, the Landowner, do NOT wish to have any spatial information about this project shared with other conservation cooperators

Signatures:

City of Madison, Landowner

Date

Mike Engel, USFWS Partners Program Biologist

Date

Kurt Waterstradt, USFWS Partners Program State Coordinator

Date

EXHIBIT A

The habitat improvements described below are agreed to by Landowner, the USFWS, in a Landowner Agreement dated July 22, 2016.

Description of Habitat Improvement Project and Objectives:

Restore wetlands in Cherokee Marsh Conservation Park to promote non-waterfowl wildlife and improve water quality. Strategically located at the head of Madison's lakes, Cherokee Marsh acts as a living sponge. It filters upland runoff, using excess fertilizer to grow marsh plants, and slowly releasing cleaner water to the lakes below. Cherokee Marsh is the largest wetlands in Dane County. It is used by thousands of students each year for environmental education. The North Unit has 3.4 miles of trails along with a boardwalk and two observation decks.

28 acres of wetland will be restored and enhanced by disabling 3,500 feet of drainage ditches.

USFWS will:

Survey the site for wildlife opportunities, assist with management prescriptions, assist with permit reviews and applications, assist with management implementation, perform site visits to check quality of work, meet with stakeholders to discuss project, and manage USFWS required reporting with landowner.

The Landowner(s) will:

Provide cost share to implement the project, hire contractors and/or implement the work, meet with stakeholders, and provide management and maintenance to the project.

Will hire a contractor for construction, follow up herbicide work, and seed as above and in map.

Provide cost share as outlined in budget table.

Will comply with APHIS and Dane County Airports requests to detract large waterbirds

The other Cooperator(s) will:

WI Waterfowl Association in cooperation with the USFWS will provide funds for the project.

Additional information as required for the project:

NA

Budget Table:

Object Class Categories^a	Partners				
	Landowner	USFWS Partners Program	USFWS Other Programs	Other Non-USFWS	Totals
Personnel	\$	\$	\$	\$	\$
Fringe benefits	\$	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$
Supplies		\$	\$	\$	\$
Contractual	\$19,351	\$5,000	\$	\$	\$24,351
Other	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$
Totals	\$19,351	\$5,000	\$	\$	\$24,351

^a The total cost-share by the Cooperator(s), the USFWS, and the Landowner(s) must remain the same, however allocations by category may be redistributed upon prior approval by the USFWS.

Any work to be completed may be modified with the mutual agreement of the aforementioned parties.

Budget Narrative:

Contractual: Disable 3,500 feet of ditches x \$6.96/ft = \$24,351

Plug ditches 20, 21, and 22

Partial Fill ditches 20, 21, and 22

Remove ditch plug 911