

PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT

This Landowner Agreement (Agreement), dated September 18, 2019, between **Landowner(s)**, Chippewa Nature Center 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 because the Landowner(s) share(s) 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.

Name, Complete Address, Phone, hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in **County**, State of Michigan, described as follows: all of, or within, **Township / Range / Section**.

In signing this Agreement, the Landowner(s) join(s) as a participant(s) in a wildlife habitat improvement program and grant(s) to the USFWS, and any other cooperators signing this Agreement, authority to complete the habitat improvement project or the Landowner(s) may personally carry out management activities with financial or material support as described in attached Exhibit A. Any donation of supplies or equipment to the Landowner(s) 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 Landowner(s) 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 **Month / Day / Year**. 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 USFWS prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement. For these purposes, the total cost of the habitat improvements to the United States is agreed to be **\$ XXX.XX**.

Landowner:

The Landowner(s) or his/her land manager, with legal authority over land management decisions, guarantee(s) ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

The Landowner(s) will notify the USFWS [and the other cooperating partner(s)] 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 Landowner(s) agree(s) to allow access (with advance notice) to the USFWS [and the

other cooperating partner (s)] to implement the project described in Exhibit A, and to monitor project success.

The Landowner(s) retain(s) 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. Optional: expand on the meaning of “maintaining habitat restored.”

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

The Landowner allows the USFWS and other Cooperators to act on their behalf in applying for Michigan Department of Environmental Quality permits. The Landowner(s) will be responsible for securing any additional necessary permits. Technical advice and support will be provided by participating agencies in the application for the permit(s).

The Landowner(s) agree(s) to identify 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(s) [and any other 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(s) 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(s) before any personal information can be released. The only information that can be shared is payment information that is authorized by law. Therefore, Landowner(s) 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.

I/We, the Landowner(s), consent to having spatial information about this project shared with other conservation cooperators

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

Signatures:

Name, Landowner(s)

Date

Dennis Pilaske, Chippewa Nature Center

Date

Michelle Vander Haar, USFWS Partners Program Biologist

Date

Pamela Repp, USFWS Field Supervisor

Date

SAMPLE

EXHIBIT A

The habitat improvements described below are agreed to by Landowner(s) and other Cooperators and the USFWS, in a Landowner Agreement dated September 18, 2019.

Description of Habitat Improvement Project and Objectives:

SAMPLE:

This project will create a Schoolyard Habitat for K-8 grades at _____ School. A small wetland will be enhanced in order to provide habitat for aquatic insects, amphibians, birds and other local wildlife. The site will be used by the school as an outdoor classroom.

This project is intended to mimic a natural wetland and therefore no chemical or mechanical treatments will be implemented in the project area, except those that need to be done to control noxious or invasive species. Questions regarding maintenance or additional habitat manipulations should be directed to USFWS.

USFWS will:

1. Review, survey, design and oversee the project as described in the attached plans.
2. Obtain a contractor and all construction materials necessary to complete the project.
3. Upon completion of the project, conduct a final inspection with the contractor and review maintenance and management requirements with the Cooperator(s)
4. Reimburse the contractor for itemized project costs not to exceed \$2,000.00 (Service cost). Any excess cost will be the responsibility of the Cooperator(s).

The Landowner(s) will:

SAMPLE:

1. Cut trees in construction area.
2. Maintain a vegetative buffer equal to the size of the enhance wetland around the basin. Upland buffer up to four times the wetland size is recommended to increase bird nesting opportunities. This buffer must be maintained as currently exists with upland forest. Maintenance may include mowing and/or burning once per year after August 15 or may be selectively cut. Additional manipulations of the wetland or buffer area require prior approval by a U.S. Fish and Wildlife Service representative.
3. Keep all motorized vehicles including ATV's off of the construction area for approximately 1 year after construction is finished and the area is fully vegetated and/or stabilized. Any damage caused by vehicle ruts will be the landowner's responsibility to fix.
4. Assume all responsibility for all maintenance activities (mowing and brush control) associated with this project.
5. Provide a short narrative report to partners that includes the number of student visits annually.

Chippewa Nature Center will:

1. Meet with school team to discuss current curriculum and preferences for new curriculum related to restored habitat. Assist team with developing new curriculum.
2. Train the school team on best uses of the outdoor classroom.
3. Provide training for up to 8 additional classroom/subject matter teachers to encourage multi-curriculum engagement.
4. Provide assistance with interpretive signage as requested.

Additional information as required for the project:

Budget Table:

Object Class Categories ^a	Partners				Totals
	Landowner	USFWS Partners Program	USFWS Other Programs	Other Non-USFWS	
Personnel	\$	\$	\$	\$	\$
Fringe benefits	\$	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

^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:

The USFWS Partners Program is paying for supplies and contractual costs for this project for a total commitment of \$XXXXX.XX itemized below.

SAMPLE:

Supplies:

300 feet of PVC pipe/installed @ \$5.57 = \$1,671.00
2 Water control structures @ \$500 each = \$1,000.00

Contractual:

4 Scrapes and 2 Ditch plugs at 2,500 cu yds of fill at \$3.00/foot = \$7,500.00
Mobilization - \$500.00
Seed, seeding - 2.5 acres @ \$274.40 per acre = \$686.00

Landowner in-kind labor: \$500.00

Total Project Cost: \$XXXXX.XX

SAMPLE