

FWS Agreement No: _____
Charge Code: 42431 1121 04HR
Amount Obligated: \$
Cooperator TIN:
Cooperator DUNS No.:

WILDLIFE COOPERATIVE EXTENSION AGREEMENT

This cooperative agreement between _____ ("the Cooperator"), and the U.S. Fish and Wildlife Service, ("the 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 fish and wildlife habitat practices and developments on approximately 3 acres of land owned by the Cooperator as described in the Project Plan (Exhibit A). Exhibit A is hereby incorporated and made a part of this agreement.

The Service agrees to provide at least partial payment (or reimbursement) of the actual costs, and/or technical and material assistance, as detailed in the Project Plan. In return, the Cooperator agrees:

1. To perform the work in accordance with the Project Plan. The Cooperator may do the work themselves, or hire a contractor. The Cooperator may submit an invoice (with supporting receipts attached) to the Service for any portion of the work when completed, or the Cooperator may present an invoice for the entire Federal share upon completion of all work. All invoices should reference the agreement number. The Cooperator shall be reimbursed for actual and reasonable costs not exceeding the amount obligated by this agreement.
2. To assume responsibility for securing any permits needed to carry out this project.
3. To allow the habitat developments as described in the Project Plan to remain in place without interference for a period of **10** years from _____, **2011 to September 30, 2021**.
4. To allow the Service or its representatives reasonable access to the described property for the period of this agreement in order to make the agreed developments or to make periodic inspections of the developments.
5. To notify the Service's Project Manager in writing at least 30 days before closing of any planned sale or other change in the ownership of the described property.

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. Cooperator shall own all of the completed or installed developments and shall be solely responsible for paying all taxes and assessments on the described property.

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 parties. However, if the Cooperator terminates the agreement before its expiration, or if the Cooperator should materially default on these commitments, then Cooperator agrees to reimburse the U.S. Fish and Wildlife Service prior to final termination for the pro-rated costs of all habitat developments placed on the land through this agreement. For these purposes, the total cost of the developments to the United States are agreed to be **\$ 200**.

The relevant portions of title 43, subpart 12 of the Code of Federal Regulations (Including subparts D and E for individual Cooperators) are applicable to this agreement. The Cooperator agrees to comply with applicable certifications/assurances from Form DI-2010 and SF-424D, which are incorporated by reference. Upon request, the Service's Division of Contracting and General Services will make the full text of these regulations and assurances available. It is also understood that this agreement does not create the kind of legal partnership or joint venture which would allow any one party to speak or act for or to obligate any other party on this or other matters.

Buy American notice: It is the sense of the Congress that recipients of federal assistance should give preference to domestic equipment and products when buying such items with federal funds.

The Service is prohibited by law from obligations that exceed available funds and therefore, the Service can do only that work which is funded. In the event funds are not available to do the wildlife development work within the period of time or in the manner prescribed under the Project Plan the Service will advise the Cooperator accordingly.

The Cooperator guarantees that he/she is the owner of the above-described land and warrants that there are no outstanding rights, which will interfere with the Service's rights under this agreement. In the event the Cooperator transfers any of the lands designated and described in the Project Plan, he/she shall take steps as necessary to inform the purchaser of the existence of this agreement.

COOPERATOR(S)

U.S. FISH AND WILDLIFE SERVICE

(Signature)
_____, Owner, Cooperator

(Signature)
J. Brent Harrel, Project Manager

(Address)

_____, 2011

Tel. (502) 695-0468 ext. 104
(502) 229-4630 cell

_____, 2011

SS# _____

Project Plan

1. Planned Work:

2. Contributions of the Parties:

FWS Contribution:

Service Contributions Not to Exceed \$

Landowner Contributions:

Labor associated with

Use of tractor or other farm equipment needed during Implementation

Other Potential Partners:

3. Estimated Costs:

TOTAL = \$

4. Work Schedule: **Project is scheduled to be completed during the 2011.**

EXHIBIT B

Instructions for Submitting and Processing Claims for Payment

The Cooperator shall submit an invoice with supporting receipts to claim payment under this agreement. In the event that the amount invoiced represents work done by the Cooperator and no supporting receipts are available, the invoice shall state that fact; the amount invoiced should represent a proportionate amount of project work actually completed. The invoice shall identify this agreement by citing the Service agreement number. The invoice shall bear the original signature of the Cooperator and the invoice to the Service Field Representative; signatory to this agreement. Upon approval of the invoice by the Service Field Representative it will be forwarded to the Denver Finance Center for disbursement. A copy to the Regional Office, Contracting and General Services. Partial payment, not to exceed 75% of the total amount agreed and obligated, may be authorized prior to completion of the project described in Exhibit A. Any invoice submitted shall conform to the requirements of this section and shall indicate whether the invoice is partial or final.

When the Service obligates funds under this agreement for payment to the Cooperator, the Cooperator agrees to provide his/her Taxpayer Identification Number (TIN). TIN means the number required by the Internal Revenue Service (IRS) to be used in reporting income tax and other returns. For most individuals, this is the Social Security Number. The Service is required to obtain this information to process any payment(s) to the wildlife Cooperator as a result of this agreement. This information will be furnished to the IRS as required by the Tax Reform Act of 1986 and may be shared with the Department of Justice for criminal or civil litigation. Furnishing a Social Security Number is voluntary, but failure to do so may result in disqualification from this program. Also, the Services uses the DUNS number assigned by Dun and Bradstreet as it's vendor code in it's financial system. A DUNS number should be provided if available. If not available, the Service will request that a number be assigned by Dun and Bradstreet.

FINDINGS AND DETERMINATION TO SUPPORT HABITAT DEVELOPMENT ON PRIVATE LANDS

FINDINGS:

I, the undersigned Project Manager, make the following findings with respect to a proposed agreement between the

U.S. Fish and Wildlife Service and its cooperators, _____ for habitat developments to be made on lands owned by them at _____.

1. Authority. The Fish and Wildlife Act of 1956, 16 U.S.C. 742a-j, and the Fish and Wildlife Coordination Act, 16 U.S.C. 661-666c, Partners for Fish and Wildlife Act of 2006, and the Endangered Species Act of 1973, authorize the U.S. Fish and Wildlife Service to make assistance awards for development of the habitat of Federal trust species.

2. Benefits of the Proposed Developments. The expected benefits to the United States and to the Federal trust species of accomplishing the proposed work are summarized as follows:

3. Estimated Costs of the Federal Contribution:

Employee Labor	\$	0
Materials	\$	0
Equipment Use	\$	0
Contracted Services	\$ entire project	
Overhead	\$	0
Funds granted to landowners	\$	0

Total Est. Federal Cost _____ \$

DETERMINATION:

Based on these findings, I determine that the proposed project is legally authorized, that the expected benefits to the Federal trust species of the developed habitat exceed the estimated Federal costs of implementing it, and that its completion will be in the best interest of the Federal government. I also certify that the proposed project will be implemented in full compliance with the requirements of the National Environmental Policy Act, the Endangered Species Act, and other applicable statutes including those which protect historic and cultural artifacts.

Project Manager, U.S. Fish and Wildlife Service

_____, 2011
(Signature)

J. Brent Harrel