

PARTNERS FOR FISH AND WILDLIFE

HABITAT RESTORATION AND WATER QUALITY IMPROVEMENT AGREEMENT

This fish and wildlife habitat restoration agreement is entered into pursuant to authority contained in Section 1 of the Fish and Wildlife Coordination Act (16 U.S.C. 661) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-742j). This agreement allows the U.S. Fish and Wildlife Service (Service) and it’s partners to undertake fish and wildlife habitat restoration activities on lands owned by the cooperator, as depicted in Appendix A.

Cooperator: _____

SS or Tax ID #

Mailing Address: _____

Project Location _____ County, Commonwealth of Virginia

Habitat Restored: _____

Length of Agreement: _____ Years

Contract Begins: _____

Contract Ends: _____

In signing this agreement, the Cooperator joins as a participant in a fish and wildlife habitat restoration program and grants to the Service, or its designees, the authority to complete necessary habitat restoration, creation, or improvement activities or to personally carry out fish and wildlife habitat activities with financial or material support from the Service or the District, as described in Appendix B. The site plan drawings included in Appendix A indicate pre-restoration site conditions and work to be completed.

The estimated construction costs of the habitat project and the amount contributed by the Service and the District are identified in Appendix B. Any donation of supplies or equipment, or direct payment from the Service or its Partners to the Cooperator for carrying out these habitat activities, is also identified in Appendix B. If the Cooperator is being reimbursed for actions taken as part of this agreement, these actions will also be described in Appendix B.

The Cooperator grants the Service and the District vehicular access to the site at reasonable times for conducting project-related activities, such as inspecting completed work, surveying wildlife populations, operation of structures, etc. The Cooperator retains all rights to control trespass and retains all responsibility for taxes, assessments, granting rights-of-way, control and eradication of noxious weeds, and other incidences of ownership.

The Cooperator assumes responsibility for all maintenance and management after the initial habitat work is completed, except for initial maintenance required because of inadequate construction by the Service or the District. Inadequate construction performed by the Cooperator under the special provisions in Appendix B must be rectified by the Cooperator at his/her expense. Cooperator agrees to adhere to management provisions and plans as specified in Appendix B. Modifications to the original habitats improvements as shown in Appendix B that the Cooperator may want to undertake shall require the written concurrence of the Service and the District.

The agreement may be modified at any time by mutual consent. It may also be terminated in writing by either party with thirty (30) days receipt of the written notice. Any written notice to the Service shall be sent to the Assistant Regional Director - Ecological Services, U.S. Fish and Wildlife Service, 300 Westgate Center Drive, Hadley, Massachusetts 01035. If this agreement is terminated by the Cooperator, the Cooperator will reimburse the Service and the District for their project construction costs, as identified in Appendix B.

The termination date of the agreement will determine when obligations between the parties shall end.

At the end of the agreement period, any habitat developments to the land will become the property of the Cooperator. There shall be no obligation to any of the parties after the agreement has expired. Specifically, the Service will be under no obligation to restore the land to its original condition.

Restoration under this agreement cannot be credited as mitigation required for the receipt of Federal, State, or local wetlands permits.

The Cooperator guarantees ownership of the above-described land and warrants that there are no outstanding rights which interfere with the rights of the Service or its Partners under this agreement.

In the event the Cooperator transfers any of the lands designated and described in the attached site plan map, he/she shall take such steps as are necessary to inform the purchaser of the existence of this agreement. Additionally, any deed, lease, or other instrument of transfer will be made subject to this agreement so that the new landowner shall become the Cooperator. The Cooperator will notify the Service or the District of any changes in ownership.

The Service is prohibited by law from making obligations that exceed available funds, and therefore the Service can only do that work which is funded. In the event funds are not available to do the habitat restoration work within the period of time or in the manner described on the attached site plan, the Service will notify the Cooperator of that fact.

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Signature by the parties to this agreement signifies understanding of each parties rights and responsibilities.

COOPERATOR

DATE

COOPERATOR

DATE

FIELD REPRESENTATIVE

DATE

PROJECT LEADER
U.S. FISH AND WILDLIFE SERVICE

DATE

APPENDIX A

RESTORATION PLAN,
TOPO MAP,
SITE PLAN DRAWINGS

APPENDIX B

BUDGET/COST ESTIMATES,
SERVICE CONTRIBUTIONS,
SPECIAL PROVISIONS