

PRIVATE LANDS AGREEMENT

I. AUTHORITY:

- A. This cooperative agreement, effective and binding on the date of last signature below, between *[Give name(s) as in legal signatures]*, private lands cooperator(s), (Cooperator), and the U.S. Fish and Wildlife Service, (Service), is entered into pursuant to authority contained in the Fish and Wildlife Coordination Act, 16 U.S.C. Sections 661-667(e) [cite any additional legal statutory authority applicable to agreement; cite title of the act and identification of the Section and parts of the U.S.C.].

- B. *[Give legal names of owners and their mailing addresses or identify the signer as the authorized agent of the owner and get a notarized statement to that effect]* hereby agree(s) to or participates with the Service to conduct certain wildlife management practices on private lands owned by the named Cooperator in _____ County, State of _____ described as follows:

[GIVE PROJECT SITE DESCRIPTION; THIS IS IMPORTANT. Example: Riparian property located in proximity to the San Pedro River, ___ miles north of the town of Benson. The property is located in the (Name of Quad Sheet) 7.5-min. USGS Topographic Map with coordinates 00 00.00' North Latitude and 00 00.00' West Longitude.

II. PURPOSE:

In signing this agreement, the Cooperator(s) named above joins as a participant with the Service in a wildlife management program and grants to the Service the authority to complete wildlife habitat development activities, or agrees to personally carry out wildlife management activities with financial or material support as described in the attached Project Plan, Exhibit A. The furnishing of supplies or equipment, or direct payments from the Service to the Cooperator(s) for carrying out the wildlife habitat developments, are specifically included in the attached Project Plan, Exhibit A, hereby incorporated and made a part of this agreement.

III. RESPECTIVE RESPONSIBILITIES OF THE PARTIES:

In addition to the specific tasks and contributions to this effort as identified in Exhibit A hereof, the parties further agree as follows:

A. The Service:

1. Does not assume jurisdiction over the premises by this agreement. The Service assumes no liability for damage except that resulting from its own negligence on this property.
2. Will not be held liable in any way to restore the property to its prior condition upon termination or expiration of this agreement. *[If applicable, add additional language here regarding Nationwide Permits 26 or 27].*
3. Agrees to provide technical advice and assistance in obtaining permits that may be required for the Cooperator to fulfill the terms of this agreement.

B. The Cooperator:

1. Retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.
2. Guarantees ownership of the above-described land and warrants that there are no outstanding rights which interfere with this wildlife management agreement. A change of ownership shall not change the terms of this agreement which shall remain in effect on the described property for the duration of the period specified in Section IV, below. The Cooperator agrees to notify the Service of planned or pending changes of ownership at least 30 days in advance.
3. Agrees to allow the Service (its members, agents, or assignees) access to the project site, upon prior notification by the Service, for wildlife habitat development and management purposes and to inspect work completed. All Service members, agents, and assignees will be in uniform or will have proper identification as government employees or agents.
4. *[Insert paragraph if the Cooperator is an individual or non-corporation business and obtain TIN if possible.]*

Agrees to provide his/her Taxpayer Identification Number to the Service.

Taxpayer Identification Number (TIN), means the number required by the 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 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. Furnishing a Social Security Number is voluntary, but failure to do so may result in disqualification from this program.

5. Assumes responsibility for securing any permits needed to carry out the project

described in Exhibit A.

6. Agrees not to allow *[insert condition specific to agreement, for example: any agricultural use of the tract such as livestock grazing or haying]*, unless specifically included as part of this agreement in Exhibit A or by written modification of the agreement, signed by both parties.
7. *[Optional Paragraph, Service Project Officer's discretion. Include or delete. If included, two original signed agreements are required.]*

Agrees to file this agreement with the appropriate County Clerk upon receipt of the fully executed copy and to provide a copy of the receipt to the Service Project Officer specified in Section V.A. below.

IV. TERM OF THIS AGREEMENT:

- A. This agreement shall be in effect for ____ *[insert 10, 15, or 20]* years beginning on the date of last signature below, unless terminated earlier in accordance with Section VII, Termination Provisions, as set forth below.
- B. The work identified in Exhibit A, Paragraph 4, will be completed no later than _____*[Give month, day, year, or number of months or years from agreement effective date]*. If this work cannot be completed by the date specified, a request for extension must be received by the Service's Project Officer (specified in paragraph V(A) below) 30 days prior to the established completion date. If an extension is approved, an amendment to the agreement will be issued by the Service's Contracting Officer.
- C. At the end of the agreement's term, the wildlife habitat development becomes the property of the Cooperator.
- D. No obligation to any of the parties of this agreement shall be in effect after the term of this agreement has expired.

V. ADMINISTRATIVE MATTERS:

- A. For purposes of coordination and acceptance of work, the Service designates the following named individual as the Service's Project Officer:

[Insert name, address, and phone number of Field Representative OR Designate the POSITION of the designee (and his successors).]

- B. The Service's Point of Contact (POC) on the agreement is the Project Officer.
- C. The Cooperator shall submit an invoice with supporting receipts to claim payment

hereunder. Upon execution of this agreement, the Project Officer will supply the Cooperator a sample invoice for optional use in requesting payment. The Cooperator will prepare an invoice to include all information required on the invoice format with the original signature of the Cooperator, and will submit it to the Service's Project Officer specified in Section V(A), above. Upon verification of the accuracy of the data provided and the completion of the work as invoiced, the Service's Project Officer will recommend payment through the U.S. Treasury by electronic fund transfer. In accordance with U.S. Treasury regulations, payments will be made within 30 calendar days after receipt and approval of a proper invoice. The Service is not obligated to reimburse the Cooperator for any amount in excess of this agreement, unless the agreement is formally amended to increase that amount.

- D. The Service is prohibited by law from making obligations that exceed available funds and therefore, the Service can do only that work for which there are funds. In the event funds are not available to do the wildlife habitat development work within the period of time or in the manner prescribed in Exhibit A, the Service will advise the Cooperator of that fact.
- E. Pursuant to Section 22, Title 41, United States Code, it is further mutually agreed that no member of or delegate to Congress or resident commissioner, after his/her election or appointment, and either before or after he/she has qualified and during his continuance in office, shall be admitted to any share or part of this agreement, or to any benefit to arise thereupon; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- F. This agreement may be modified at any time by mutual consent of all parties and reduced to writing.
- G. This agreement, as defined herein, constitutes a financial business arrangement between the Service and the Cooperator and does not create a partnership or joint venture between the parties.
- H. *[Include the following paragraph if advance funding is necessary]*

Advance of funds: Administrative and audit requirements and cost principles of assistance programs are authorized under Fish and Wildlife general provisions (September 1993) and/or 43 CFR Part 12.

Upon request, the Service's Division of Contracting and General Services (505-248-6794) will make the full text available.

VI. PROJECT DESCRIPTION:

The effort to be accomplished is set forth in the Project Plan, Exhibit A.

VII. TERMINATION PROVISIONS:

This agreement may be terminated by either party upon 30 days' advance written notice to the other party(ies). If the Cooperator terminates the agreement prior to expiration of its term, the Cooperator will reimburse the Service for the cost of the wildlife habitat developments. If this agreement is terminated by the Service, the Service may at its option remove any wildlife developments placed on the property.

IN WITNESS WHEREOF, the parties hereto have caused this Private Lands Agreement to be executed as of the date of last signature below.

Cooperator
[Typed Name as shown on signature (Owner)]

Date

Additional Cooperators may be included

Contracting Officer, FWS Warrant #29031
U.S. Fish and Wildlife Service, Region 2

Date

EXHIBIT A

Project Plan and Costs Estimated

1. Planned Work: Brief narrative of what you expect the project to accomplish.

[Background information stating problems or need for improvement or enhancement].

2. Contributions of Parties:

[Specify in detail what EACH party (Cooperator(s)) is/are contributing toward the total project in terms of things we want to be sure actually happen.]

Identify any materials or assistance the Service has agreed to provide and set a schedule for delivery to the Cooperator (within 60 days after notification by the Cooperator that the preliminary dirt work has been completed, the Service will deliver X duck boxes, or whatever.)

3. Costs Estimated: *[Give a breakout of materials, supplies, equipment, work to be contracted/contributed by the Cooperator that establishes how the Service decided how much to fund on this project. Total cost = Service share + Cooperator's share.]*

4. Work Schedule: *[Specify what is to be completed prior to submission of an Invoice for Payment. Read Section V.C.]*

SPECIFY what has to be done and by when, in order for the Service to accept the project and pay the final invoice.

5. This Project Plan was agreed upon between the Cooperator(s) and the Service Project Officer on _____ *[insert date]*.