

Landowner Agreement No: _____

Other: _____

Other: _____

[Non-obligating Agreement - Use when working directly with a landowner and USFWS funds will not be obligated to the landowner.

PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT

This Landowner Agreement (Agreement), dated [Month / Day / Year], between [Landowner(s)] [and Non-Government organization(s)/Agency Partner(s)] 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], hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in [County, Borough, or Municipality Name], State of [State Name], described as follows: all of, or within, [Township / Range / Section and/or Latitude / Longitude and/or UTM].

In signing this Agreement, the Landowner(s) join(s) as a participant in a wildlife habitat improvement program and grants 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 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 [Select one: 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. **OR** The term of this Agreement (also referred to as the habitat retention period) will run concurrent with the existing U.S. Fish and Wildlife Service easement on the property and be subject to the terms and conditions of the easement regarding modification/termination.] For these purposes, the total cost of the habitat improvements to the United States is agreed to be \$ [XXX.XX]. **(This total should match the amount in the budget table in Exhibit A).**

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 [Select one: must maintain the habitat restored under this award OR must allow the habitat restored under this award to remain in place without interference].

[Optional: expand on the meaning of “maintaining habitat restored.” OR expand on the meaning of “remain in place without interference.”]

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(s) will be responsible for securing any necessary permits. [Optional: 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.

[Optional: The Landowner(s) will be free to remove any structure at his/her own expense at the termination of the Agreement; however, the Agreement does not supersede any Local, State, or Federal regulation that would apply to the removal of any such structure(s)].

[Optional: The Landowner(s) will not be responsible for replacing wildlife habitat developments that are damaged or destroyed by severe acts of nature].

[Optional: If an USFWS easement is granted, the easement will supersede the provisions and terms of this Agreement].

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 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.

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

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

Signatures:

Name, Landowner(s) (Insert more signature lines if needed) Date

Name, Cooperator(s) (insert more signature lines if needed) OPTIONAL Date

Name, USFWS Partners for Fish and Wildlife Program Biologist Date

Name, USFWS Partners Program State Coordinator or Field Supervisor or Branch Chief Date

EXHIBIT A

The habitat improvements described below are agreed to by [Landowner], the USFWS, [and Other Non-Governmental Organizations / Agency Partners (List All Those Providing Financial and/or Technical Assistance)] in a Landowner Agreement dated [Month / Day / Year]. (This date must match the beginning date of the Landowner Agreement.)

Description of Habitat Improvement Project and Objectives: (Attach maps and drawings, as applicable)

Describe, in detail, what is to be done in terms of habitat restoration, enhancement or creation of habitat on-the-ground. Specifically identify benefits to Federal trust resources.

USFWS will:

Describe in detail what the Partners program field biologist is going to do (i.e., the substantial involvement of the USFWS).

The Landowner(s) will:

Describe what they will provide in terms of financial or technical assistance to the project.

The other Cooperator(s) will:

Describe what financial or technical assistance contributions will be provide by the other cooperating partners. Put N/A if there are none.

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	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$
Contractual	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$
Totals	\$	\$	\$	\$	\$

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

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

Budget Narrative:

Describe as needed any line items from the budget table above