

FWS Agreement No: CGS will assign
Charge Code: XXXXX-XXXX-XXXX (FY XX)
Amount Obligated: \$
Cooperator TIN: Obtain from Recipient
Cooperator DUNS NO: Obtain from Recipient
FAADS: CGS will assign

WILDLIFE COOPERATIVE EXTENSION AGREEMENT

This cooperative agreement between City of Gainesville ("the Cooperator(s)"), 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 and The Partners for Fish and Wildlife Act of 2006 (Public Law 109-294). The Service and the Cooperator(s) agree to carry out certain fish and wildlife habitat practices and developments on approximately 80 acres of land owned by the Cooperators 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(s) agree:

1. To perform the work in accordance with the Project Plan. The Cooperator(s) 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(s) may present an invoice for the entire Federal share upon completion of all work. All invoices should reference the agreement number. The Cooperator(s) 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 06/15/2010 to 06/15/2020.
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(s) 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(s) terminates the agreement before its expiration, or if the Cooperator(s) should materially default on these commitments, then Cooperator(s) agrees to reimburse the U.S. Fish and Wildlife Service prior to final termination for the prorated 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 \$25,000.

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
_____	_____
City Manager (Signature)	Project Manager (Signature)
_____	_____
City Manager (Typed name)	Project Manager (Typed name)
_____	_____
	Date
_____	_____
	Tel.
_____	_____
Date	(Regional option:)
_____	_____
	(Signature)
	Warrant #

	(Typed Name) Contracting Officer
	Tel.()

EXHIBITS:
A. Project Plan

B. Instructions for Submitting and Processing Claims for Payment

EXHIBIT A

Project Plan

1. **Planned Work:** The Boulware Springs Nature Park comprises approximately 108 acres of sandhill grading into a spring system located along the northern boundary of Paynes Prairie State Preserve. There are approximately 80 acres of overgrown sandhill due to prior lack of management in the restoration project area (Figure 1). In the time since the City of Gainesville acquired the property in 1981, small steps have been taken by City staff to attempt to restore the sandhill as funding has been available. Prescribed burns have been conducted, some mechanical and chemical hardwood removal was initiated, and some planting of wiregrass plugs and longleaf pine were started. Due to the limited financial resources for this type of work on City properties, in-house restoration attempts have been limited and time consuming. Funds obtained by the US Fish and Wildlife Service will be used to complete hardwood removal and for the purchase/planting of wiregrass plugs, containerized longleaf pine, and native Florida sandhill seed. These funds will expedite the restoration process and allow staff to complete restoration on the entire project area.

2. **Contributions of the Parties:** Federal funding will be used for the purchase of chemical for hardwood removal, possibly for the hiring of a contractor to apply the chemical, possibly for the hiring of a contractor to conduct mechanical hardwood removal treatments if deemed necessary, the purchase of native Florida sandhill seed stock, the purchase of wiregrass plugs and containerized longleaf pines, and possibly for the hiring of a contractor to plant the plugs and pines. The City of Gainesville will contribute to the project in the form of in-kind services. Those services will include contractor oversight if a contractor is hired to conduct any portion of the project, the planting of purchased seed, possibly the planting of purchased wiregrass plugs and containerized longleaf pines if a contractor is not hired, prescribe burning the site at least 2 times during the project time frame, annual invasive exotic control, and annual monitoring.

3. **Estimated Costs:**

City of Gainesville In-Kind Contributions			Federal Contributions		
Labor			Contractor Services		
	Contractor Oversight	\$5,000		Hardwood Removal	\$13,000
	Seed Planting	\$1,000	Materials		
	Grass/Pine Planting	\$1,000		Native Seed	\$5,000
	Prescribe Burning	\$5,000		Wiregrass Plugs	\$5,000
	Invasive Control	\$9,600		Longleaf Pines	\$2,000
	Monitoring	\$9,600			
Equipment					
	3 Pickup Trucks	\$600			
	500 G water tank	\$100			
	1 ATV	\$200			
	50 G water tank	\$10			
Materials					
	Burn fuel	\$100			
	Herbicide	\$250			
TOTALS		\$32,460			\$25,000

4. **Work Schedule:** The work schedule will be as follows and updated/revised as necessary during the term of the project time frame.

Summer 2010:

Mechanical and chemical treatment of hardwoods - Pay invoice to contractor if hired, or pay invoice for rental equipment and herbicide if done in-house

Spring/Summer 2011:

Invasive exotic control (in-house)

Follow up hardwood treatment if needed – Pay invoice to contractor if hired, or pay invoice for materials only if done in-house

Winter 2012:

Prescribe burn (in-house)

Plant seed (in-house) – Pay invoice for materials

Plant wiregrass plugs and longleaf pines – Pay invoice to contractor for materials and labor if hired, or pay invoice for materials only if done in-house

Summer 2013:

Monitoring (in-house)

Summer 2014:

Monitoring (in-house)

Summer 2015:

Monitoring (in-house)

Spring 2016:

Prescribe burn (weather dependant) – In-house

Summer 2016:

Monitoring (in-house)

Summer 2017:

Monitoring (in-house)

Spring 2018:

Prescribe burn (weather dependant) – In-house

Spring/Summer 2020:

Prescribe burn (weather dependant) – In-house

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 requirement 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 Service uses DUNS number assigned by Dun and Bradstreet as its vendor code in its 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, the City of Gainesville, for habitat developments to be made on lands owned by them at Boulware Springs Nature Park.

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, 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	\$ _____
Materials	\$ _____
Equipment Use	\$ _____
Contracted Services	\$ _____
Overhead	\$ _____
Funds granted to landowners	\$ _____
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

(Signature)

_____, 20____

(Name – printed or typed)