

SEP 16 2011

FWS Agreement No: F11AC00749  
Charge Code: 43410-1121-04HR W2 411C (FY 11)  
Amount Obligated: \$3,000.00  
Cooperator DUNS NO: 082060450  
CFDA: 15.631

### WILDLIFE COOPERATIVE EXTENSION AGREEMENT

This cooperative agreement between Baldwin County Commission ("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 2 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 August 1, 2011 to August 1, 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(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 \$ 3,000.00.



**EXHIBIT A**

**Project Plan**

1. **Planned Work:** This project will restore a wetland that has been drained by a ditch dug approximately 100 years ago. Restoration will begin by plugging the ditch and building a rock spillway. The earthen ditch plug will be approximately 5' high. A water control structure will be installed that will allow manipulation of water levels for the benefit of migratory waterfowl. Upstream of the ditch plug, a series of 2-3 low level berms will be built to maximize shallow water areas.

2. **Contact Info:**

Chairman, Baldwin County Commission  
312 Courthouse Square, Suite 26  
Bay Minette, AL 36507

3. **Contributions of the Parties:**

Service Contribution

The U.S. Fish and Wildlife Service will provide funding for all supplies required to complete the wetland restoration, including an inline water control structure, pipe, trash guards. The Service also agrees to provide technical assistance for the restoration including project design and construction oversight. The Project Officer will make monitoring visits to project area as scheduled with the landowner.

Cooperator Contribution

The Baldwin County Commission will provide labor and equipment to complete construction of the wetlands. Cooperator will also manage water levels for the benefit of waterfowl and wetland vegetation, which will generally involve a gradual draw-down in the spring to allow for wetland plant germination, and gradual flooding in the fall to provide water for wintering waterfowl.

4. **Estimated Costs:**

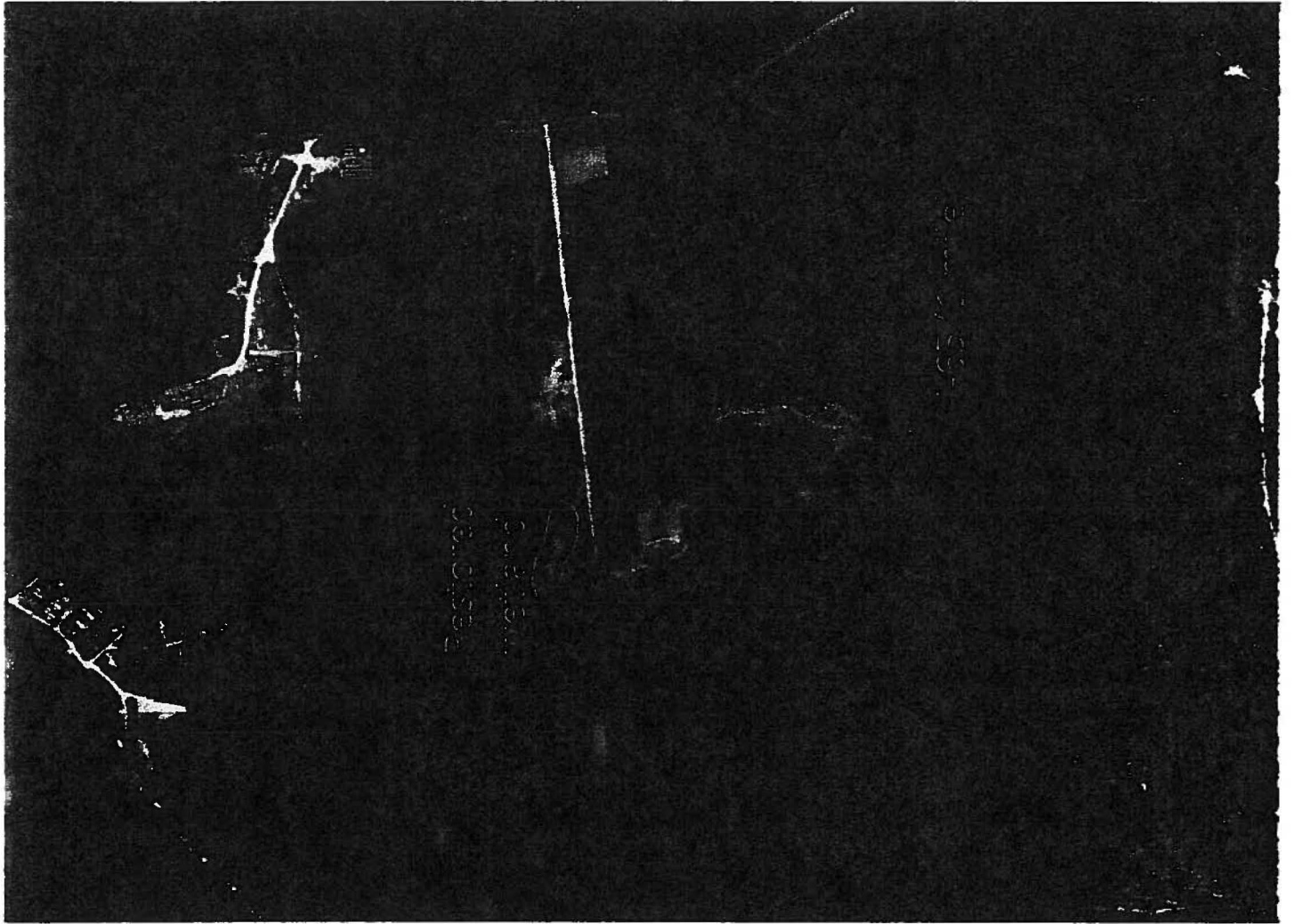
Labor for ditch plugs .....	\$2,000
Inline water control structure .....	\$1,000
Pipe.....	\$500
Rock.....	\$1,000
Misc. supplies.....	\$500

Total project cost .....	\$5,000
U.S. Fish and Wildlife Service Contribution .....	\$3,000
Landowner contribution .....	\$2,000

5. **Work Schedule:** *(Specify what has to be done and by when in order for the Service to accept the project and pay any progress invoices and the final invoice.)*

Survey/design – spring 2011  
Installation – summer/fall, 2011

Project Officer will make periodic inspections of ongoing efforts and will pay progress invoices and/or final invoice upon completion of each phase of the project. Work schedule may be postponed one year due to unfavorable weather conditions.



## **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, Baldwin County Commission, for habitat developments to be made on lands owned by them at Bicentennial 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: Pitcher plant bogs are extremely rare in the southeast, and it is a priority to restore them where possible. The wetland is also in the range of the Federally threatened flatwoods salamander.

3. Estimated Costs of the Federal Contribution:

Employee Labor	\$ <u>500</u>
Materials	\$ _____
Equipment Use	\$ _____
Contracted Services	\$ _____
Overhead	\$ _____
Funds granted to landowners	\$ <u>3000</u>
Total Est. Federal Cost	\$ <u>3500</u>

**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)

7/23, 2011

Sergio Pierbissi  
\_\_\_\_\_  
(Name - printed or typed)