

Instructions for Completing the Watershed Restoration Agreement

Page 1

Provide the full name of the participating Landowner and Project Organization involved with project implementation and/or monitoring in the respective sections of the table. The landowner must be the legal owner of the property, or their designated legal agent, where project activities will be completed. The name of the responsible corporation or organization may be substituted for the Landowner's name for corporate, tribal, state, county, and city land holdings. **Note:** The U.S. Fish and Wildlife Service recommends that a separate watershed restoration agreement be completed with each participating Landowner.

Page 3

Complete the project work plan and then obtain the Landowner's and Project Organization's signatures. Ensure that the date of acceptance by each party is provided and print the name and title of the respective parties.

Page 4 - Project Work Plan

Complete all table sections.

General Project Information Table:

Project name - name of the project as it appears on the original project application that was submitted to the Jobs in the Woods Program.

Project implementation dates - beginning and ending dates of construction and/or non construction activities on the Landowner's property.

Landowner Information Table:

Address - street address for the Landowner.

City/State/Zip code - city, state, and zip code for the Landowner.

Phone number - contact number for the Landowner.

County - list the Oregon County where the project area is located.

Legal description of the project area - township, range, and section of the project area. County tax lot and geographical (longitude/latitude or UTM coordinates) information may also be provided to further identify the property.

Estimated Project Cost Share Information Table:

Landowner - description of all financial and/or in-kind project contributions to be made by the Landowner.

Jobs in the Woods Program - amount of program funding to be expended on the Landowner's property to completed project activities.

Other - identify and list all other financial and/or in-kind project contributions to be expended on the Landowners property to completed project activities.

Description of Project Activities:

Describe all watershed restoration activities to be completed on the Landowner's property. Provide detail information on how and where project activities will occur and the parties responsible for completing them. The Landowner must approve each project activity to be completed on their property.

Specific project information to include:

- purpose of the project - why is the project being completed on the Landowner's property. The project statement must include a description of the benefits to fish, wildlife, and plant habitats that should result from the completion of the project.
- design and/or engineering drawings for all activities requiring professional technical assistance.
- estimated size of the project area.
- wire type and spacing and total height of all livestock fences.
- detailed description of in-kind contributions by the Landowner with an associated time table for completion.
- detailed description on how Jobs in the Woods Program funds will be used to complete the project. The U.S. Fish and Wildlife Service must know which parts of the project will be completed with program funding.
- project maintenance and/or management requirements (obligations) and the parties responsible for them (examples - livestock fence repair, maintenance of planted trees/shrubs, project monitoring and evaluation, livestock grazing restrictions in project areas.)

The U.S. Fish and Wildlife Service will also review the written description of the project activities to ensure compliance with the Jobs in the Woods Program. Failure to provide adequate project information in this agreement will result in having to resubmit the Watershed Restoration Agreement to the U.S. Fish and Wildlife Service or risk having a portion or all of the Jobs in the Woods Program funding for the project being withdrawn.

Note: Do not make any changes to the language in the watershed restoration agreement. To clarify or expand on any party obligation or amendment, termination, or liability requirement, attach an addendum page to the agreement to address the issue(s). Before routing the agreement for signatures, forward a copy of the addendum page to each party for review. All parties must agree to the statements in the addendum page. When all parties agree with the statements, attach the addendum page to the watershed restoration agreement and route the agreement for signatures.

Mail the original watershed restoration agreement to the U.S. Fish and Wildlife Service's Oregon Fish and Wildlife Office within thirty days from the date of Landowner acceptance of the agreement.

Mailing Address:

Dan Perritt
U.S. Fish and Wildlife Service
Oregon Fish and Wildlife Office
2600 SE 98th Ave, Suite 100
Portland, OR 97266

Watershed Restoration Agreement Jobs in the Woods Program

This agreement is between the parties listed below in association with the specific watershed restoration project described in the attached project work plan. The term of this agreement will be for 10 years, commencing on the acceptance date of this agreement by the Landowner.

Landowner	
Project Organization	
U.S. Fish and Wildlife Service	Oregon Fish and Wildlife Office, Portland, Oregon

Party Obligations Under This Agreement

All party obligations are associated with the land and watershed restoration project as described in the attached project work plan.

Landowner's Obligations:

1. Provide assistance, in consultation with the Project Organization and U.S. Fish and Wildlife Service, with the design, implementation, and monitoring of the project, as appropriate.
2. Provide the financial and/or in-kind contributions to the Project Organization for the express purpose of implementing and/or monitoring the project.
3. Guarantee ownership of the described land and warrant that no outstanding rights will interfere with this agreement.
4. Maintain and/or manage the project area in cooperation with the Project Organization and U.S. Fish and Wildlife Service to enhance or restore fish, wildlife, and plant habitats.
5. Grant permission to the Project Organization and U.S. Fish and Wildlife Service personnel to access the project area for the express purpose of implementing the project and monitoring post project habitat conditions. Notice will be given to the Landowner or their designated agent before entering project area.

Project Organization's Obligations:

1. Use Jobs in the Woods Program funding provided through a separate U.S. Fish and Wildlife Service cooperative agreement to implement and/or monitor the project.
2. Complete this agreement and the attached project work plan in consultation with the Landowner and U.S. Fish and Wildlife Service. Mail the original watershed restoration agreement to the U.S. Fish and Wildlife Service's Oregon Fish and Wildlife Office within thirty days from the date of Landowner acceptance of this agreement. Before mailing this agreement ensure that the proper Project Organization's representative has signed and dated the agreement.
3. Use Landowner's financial and/or in-kind contributions to implement and/or monitor the project.
4. Notify the Landowner or their designated agent before entering the project area for the express purpose of implementing and/or monitoring the project.
5. Provide assistance, in consultation with the Landowner and U.S. Fish and Wildlife Service, with the design, implementation, and monitoring of the project, as appropriate.
6. Obtain all required federal, state, and local permits before commencing on-the-ground project activities.
7. Insure that on-the-ground project activities do not begin until notification has been received from the U.S. Fish and Wildlife Service that the project meets applicable federal laws and U.S. Fish and Wildlife Service mandates.

8. Periodically monitor post project habitat conditions within the project area with the Landowner and, if necessary, jointly develop a maintenance or management plan with the Landowner for the term of this agreement. Project monitoring is required for at least one year from the project completion date.

U.S. Fish and Wildlife Service's Obligations:

1. Provide Jobs in the Woods Program funding to the Project Organization through a separate U.S. Fish and Wildlife Service cooperative agreement to implement and/or monitor the project.
2. Provide assistance, in consultation with the Project Organization and Landowner, with the design implementation, and monitoring of the project, as appropriate and within available staff time.
3. Inform the Project Organization in writing that the project meets the National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and applicable U.S. Fish and Wildlife Service mandates.
4. Notify the Landowner or their designated agent before entering the project area for the express purpose of implementing and/or monitoring the project.

Amendment

Any party may make amendments to this agreement in whole, or in part, anytime during the term of this agreement. The party requesting an amendment must give a written notice to each party and deliver the notice by certified mail or in person. All parties must agree to each amendment and provisions of the amendment must be described in an addendum page to this agreement. This includes any change to the original project work plan as attached to this agreement, except reporting final project cost shares used to implement and monitor the project. Final cost shares are to be reported on the project summary report by the Project Organization and will be incorporated by reference to the original project work plan.

Termination

1. If all parties meet their obligations and this agreement is terminated by any party before project completion, the Project Organization will be reimbursed from Jobs in the Woods Program funds for all invoiced project expenditures up to the termination date. The party requesting the termination must give a written notice to each party and deliver the notice by certified mail or in person. Any project expenditure after the termination date will not be reimbursed to any party by the U.S. Fish and Wildlife Service.
2. Any party may terminate this agreement in whole, or in part, anytime during the term of this agreement, if any party fails to comply with their obligations. The party requesting the termination must give a written notice to each party and deliver the notice by certified mail or in person. If this agreement is terminated before or after project completion because the Landowner and/or Project Organization fails to comply with their obligations, the failing party (or parties) will repay the U.S. Fish and Wildlife Service the amount of Jobs in the Woods Program funds expended for implementing and/or monitoring the project up to the termination date.
3. Any act of nature outside the control of all parties that results in partial or complete failure of the project will terminate this agreement in the affected section(s) of the project area. Acts of nature include, but are not limited to floods, earthquakes, volcanic eruptions, wind storms, and landslides. The Project Organization and Landowner will not be required to repay the U.S. Fish and Wildlife Service the amount of Jobs in the Woods Program funds expended for project implementation and monitoring in the affected section(s) of the project area.
4. If the Landowner legally transfers any property associated with the project area, the Landowner shall take appropriate steps to inform the purchaser of the existence of this agreement. Any deed or other instrument of legal transfer will not be made subject to this agreement. The purchaser will

not be required to comply with the Landowner's obligations in this agreement, unless the purchaser agrees to become a party to this agreement for the remaining term of this agreement. However, the Landowner may make this agreement subject to the deed or instrument of legal transfer if they desire.

- 5. Upon expiration or termination of this agreement, the Landowner assumes full responsibility for all watershed restoration developments completed under this agreement.

Liability

- 1. Each party to this agreement agrees that it will be liable for its own acts and the acts of its employees, agents, representatives, subsidiaries, or affiliates, and the results thereof, concerning the performance of its obligations under this agreement, and for its own acts and the acts of its employees, agents, representatives, subsidiaries, or affiliates, and the results thereof, that occur on the land, unless such acts or results arise from the negligent or willful acts, or omissions of the other parties to this agreement, their employees, agents, representatives, subsidiaries, or affiliates.
- 2. This agreement does not authorize the Project Organization or U.S. Fish and Wildlife Service to assume any ownership interest in or jurisdiction over the project area. The Landowner retains all rights to control trespass and is responsibility for all taxes, assessments, and damage claims.
- 3. No provision in this agreement shall be interpreted as or constitute a commitment or requirement that the U.S. Fish and Wildlife Service obligates funds in contravention of the Anti-Deficiency Act, 31 U.S.C. 1341.

The following parties have accepted and executed this agreement on the day, month, and year shown:

Landowner:

Signature: _____

Date:

Title: _____

Print Name:

Project Organization:

Signature: _____

Date:

Title: _____

Print Name:

U.S. Fish and Wildlife Service:

Signature: _____

Date:

Title: State Supervisor

Print Name: Kemper M. McMaster

Project Work Plan

General Project Information	
Project name	
Project implementation dates	

Landowner Information	
Address	
City/State/Zip code	
Phone number	
County	
Legal description of the project area	

Estimated Project Cost Share Information	
Cost Share Source (identify Other sources)	Description of Cost Share (estimate the value of any in-kind contribution)
Landowner	
Jobs in the Woods Program	
Other:	

Description of Project Activities: