

Cooperative Agreement No :	<u>KYTWS: F17AC01255</u>
CDFA:	<u>15.631; PFW Program (1121)</u>
USFWS Funding:	<u>\$(up to) 2,000</u>
WBS Code (if needed):	<u>NA</u>

**PARTNERS FOR FISH AND WILDLIFE PROGRAM  
LANDOWNER AGREEMENT**

This Landowner Agreement (Agreement), dated October 05, 2022 between Lexington-Fayette Urban County Government 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 for funding because the Landowner shares 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.

Lexington-Fayette Urban County Government, 200 E. Main Street, Lexington, KY 40509, hereby agrees to participate with the USFWS in conducting certain habitat restoration practices on lands owned or managed in County, State of Kentucky, as identified in the Agreement's exhibit, 37.59'2880 & -84.25'4931.

In signing this Agreement and receiving the Notice of Award Letter, the Landowner joins as a participant with the USFWS and agrees to complete the habitat improvement project with financial or material support as described in attached Exhibit A. Any donation of supplies, equipment, or direct payment from the USFWS 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, or other parties, as a result of any mandated requirements.

The proposed work described in this Agreement should be completed no later than **03/01/2025**. The term of this Agreement (also referred to as the habitat retention period) will expire on **03/01/2035**. 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. However, if the Landowner terminates the Agreement before its expiration, or if the Landowner should materially default on these commitments, then the Landowner agrees to reimburse the USFWS prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement. For these purposes, the total cost of the habitat improvements to the United States is agreed to be up to \$2,000. This agreement will be modified to the exact amount upon project completion.

**Landowner:**

The Landowner, with legal authority over land management decisions, guarantees ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

The Landowner will notify the USFWS 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 agrees to allow access (with advance notice) to the USFWS to inspect the project described in the work plan, and to monitor project success.

The Landowner retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

During the habitat retention period, the landowner must allow the habitat restored under this award to 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. There shall be no obligation to the USFWS after the term of the Agreement has expired.

The Landowner will be responsible for securing any necessary permits. Technical advice and support will be provided by USFWS in the application for any necessary permit.

**USFWS:**

The USFWS will have substantial involvement with the Landowner throughout the entire Agreement term in order to support actions needed to ensure that the proposed 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 Exhibit A, 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's 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, DO consent to having spatial information about this project shared with other conservation cooperators.

I, the Landowner, DO NOT consent to having any spatial information about this project shared with other conservation cooperators.

## EXHIBIT A

The habitat improvements described below are agreed to by Lexington-Fayette Urban County Government (Landowner) and the USFWS in a Landowner Agreement dated 10/05/2022:

*Project Narrative - In no more than three (3) pages of text and two (2) pages maps/photos, please provide the following information:*

The project entails establishing approximately 0.5 acres of native forb habitat for the monarch butterfly and other pollinator species. Additional acres can be added if desired. This project follows the Kentucky Fish and Wildlife Resources state monarch recovery plan by providing small blocks of food and breeding habitat for the monarch butterfly. In addition, it will also provide habitat for neo-tropical birds and pollinators. Lakeside Golf Course has been observed to be in a major fall migration corridor for migrating monarchs and is part of the “Mayor’s Challenge” to establish more monarch habitat in urban areas.

This project also will provide beauty to Lakeside Golf Course and the Lexington-Fayette Urban County Government and will provide education and outreach to the public pertaining to monarch and other butterflies, pollinators, and nature in general. Kentucky is an important state for the conservation of the monarch butterfly as it is in the monarch’s breeding range and is a major migration corridor.

The entities involved involve the LFUCG – Division of Parks and Recreation, US Fish and Wildlife Service’s (USFWS) Partners for Fish and Wildlife (PFW) Program administer through the Kentucky Field Office of the USFWS and the North American Butterfly Association-Kentucky Chapter. The USFWS’s PFW Program will provide technical expertise and funding for native seed and herbicide. Lakeside Golf Course will implement the field work concerning the project and the NABA will provide outreach and education as needed. Post project a monitoring will be conducted by the USFWS Project Manager.

### **Description of Habitat Improvement Project and Objectives:**

The project area is adjacent to hole one of the Lakeside Golf Course. It is currently (fall of 2022) in a degraded state of invasive species and undesirable vegetation. The objective is to establish a highly diverse mix of native forbs, some native grass and more native milkweeds. The seed mix will be a native genotype with forbs (wildflowers) that bloom throughout the growing season providing food for all butterflies and pollinators. Once site preparation is completed the area will be planted with a native genotype native mix of 60-80 seeds per square foot to insure native forbs have ample opportunity to compete with invasive species in the area.

Site preparation should take one full year to complete due to invasives. In late winter, the plot should be burned through the use of prescribed fire. This will eliminate excess leaf material and thatch and allow a better herbicide treatment. In April of 2023 the plot should receive a herbicide application of glyphosate and crossbow, or other chemical effective in treating invasives and woody plants. The plot will require additional herbicide treatments as needed through the growing season. Probably early to mid summer 2023 and again in the early fall 2023. In September 2023 a heavy winter cover crop should be planted to reduce soil erosion. In the spring of 2024 another herbicide application will be needed and possible another just prior to planting in June of 2024. No broad leaf herbicide should be sprayed within 50-60 days of planting native forb as it could inhibit growth.

The site should not be mowed or sprayed through the growing season of 2023 and 2024 as it could damage young native forbs, however in late winter or early spring of 2025 the site should be maintained annually or every other year with prescribed fire. Spot treatments of invasives may be applied as needed (e.g. Johnson grass or amur honeysuckle encroachment). It should be noted that some forbs will germinate in 2023 (the year of planting), but many may over winter and germinate the following year.

<b>Summary of Accomplishments Anticipated Under this Scope of Project</b>				
<b>Habitat Type</b>	<b>Restoration</b>	<b>Enhancement</b>	<b>Establishment</b>	<b>Totals</b>
Upland Acres			0.5	0.5
Wetland Acres				
Stream Channel Miles				
Shoreline Miles				
Other Structures				

Benefits of this proposed project include:

**USFWS Contribution:**

The USFWS will provide financial support for the Landowner to carry out the project. Substantial involvement will be provided by the USFWS PFW Program Biologist to the Landowner throughout the entire Agreement term in order to support actions needed to ensure that the proposed project is designed and constructed per the Agreement and functions as intended. This includes assistance with:

- Improving wildlife habitat by providing funding for seed and herbicide,
- overseeding (developing seed mix based on soils) with native grasses and in particular pollinator plants for spring, summer, and fall.
- monitoring the completed project and providing technical assistance as needed throughout the term of the Agreement,
- provide native grass-forb drill for planting
- additional funding as needed for project success

Upon mutual consent by both parties, the Agreement’s proposed scope of work may be slightly modified if a treatment or practice is determined to be more biologically significant and beneficial to the public trust.

**Landowner Contribution:**

The Landowner will conduct all physical implementation work associated with project, which includes prescribed burns, chemical control of invasive brush through Individual Plant Treatment (IPT) and general chemical application. The landowner will provide tractor and or other necessary equipment needed for spraying and planting (excluding grass-forb drill, which the Service will provide). It is anticipated that the landowner will conduct a prescribed fire (with no involvement of the Service) as needed during the habitat retention term of this Landowner Agreement.

**Overlap and/or Duplication:**

The Landowner acknowledges, as an applicant and/or recipient for federal financial assistance through the USFWS Partners for Fish and Wildlife Program (CFDA 15.631), that the proposed activities described herein do \_\_\_\_\_ or do not  overlap and/or duplicate any other proposal and/or award for federal financial assistance.

**Additional Information as Potentially Required for the Project:****Project Construction Timeline:**

The landowner agrees to demonstrate progress on work described in the Agreement within 12 months from the Award Performance Start Date as indicated in the agreement and according to the above work schedule. The landowner understands that establishment of native forb habitat is a lengthy process that takes 1.5-2.0 years to be established properly due to the high volume of invasive species in the area.

*Prescribed Fire Provision*

This Prescribed Fire Provision is pursuant to authority contained in the Department of the Interior Departmental Manual, Part 620 (Wildland Fire Management), U.S. Fish and Wildlife Service Manual, Part 621 (Fire Management), and the U.S. Fish and Wildlife Service Fire Management Handbook.

The Landowner (which includes, but is not limited to, their employees, agents, contractors, and/or designees) assumes sole and complete responsibility and liability for all operational aspects of prescribed fire (including, but not limited to, pre-fire preparations, prescribed fire implementation, and post-fire follow-up), necessary to fulfill the wildlife management objectives as agreed upon by the Landowner and the USFWS. This includes, but is not limited to, direct or indirect impacts and damages to wildlife, land use, water quality, air quality, local economy, cultural resources, and the human environment. The Landowner agrees to abide by all local, state, and federal laws, regulations, and restrictions governing the use of prescribed fire and shall obtain all the essential and required permits and licenses for implementing all operational aspects of prescribed fire, necessary to fulfill the wildlife management objectives of this Agreement.

*Pesticide Product Provision*

This Pesticide Product Provision is pursuant to authority contained in the Department of the Interior Departmental Manual, Part 517 (Pesticide Use Policy), and U.S. Fish and Wildlife Service Administrative Manual, 30 AM 12 (Pest Management Policy and Responsibilities).

It is the responsibility of all persons using a pesticide product to read and follow the applicable label and to comply with all federal, state, and local laws and regulations relating to the use of such pesticide product. Before using any pesticide product, be sure it is registered for use in your state and locality.

Not applying a pesticide in accordance with the stipulations specified on the label is not only a violation of federal and state law but will render this Landowner Agreement null and void.

When applying a pesticide it may be necessary to fill out a Pesticide Usage Reporting Form [to be provided by the USFWS Project Biologist, if applicable] upon completion of the project. The completed form should be submitted with all pertinent invoices for reimbursement purposes. Failure to submit the completed form could result in the delay of reimbursement of funds.

**Conflict of Interest**

Applicant must notify the Service on any conflicts of interest, or any appearance of conflicts of interest, that are known at the time of the application.

**Budget Table:**

Object Class Categories <sup>a</sup>	Partners				Totals
	Landowner	USFWS PFW Program	USFWS Other Programs	Other Non-USFWS	
Personnel	\$400		\$	\$	\$ 400
Fringe benefits	\$	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$
Equipment	\$200	\$	\$	\$	\$ 200
Supplies	\$	\$2000 (more if needed for success of the project)	\$	\$	\$ 2000
Contractual	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$
Indirect Costs	\$	\$	\$	\$	\$
<b>Totals</b>	\$	\$ 2000	\$	\$ 600	\$ 2600

<sup>a</sup> The total cost-share by the Landowner and the USFWS must remain the same; however allocations by category may be redistributed upon prior approval by the USFWS.

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

**Budget Narrative:**

USFWS will contribute up to \$2,000\_\_\_\_\_ to improve wildlife habitat, planting of native plants and in particular pollinator plants which will be blooming in the spring, summer, and fall. Funding will also be provided for herbicide.

- Native genotype seed \$800-1,2000
- Herbicide \$300
- Landowner - Lexington-Fayette Urban County Government will contribute \$\_\_\_\_\_600\_\_\_\_\_of in-kind labor/equipment for project development.

**Budget Justification:**

Budget justification is based on past similar projects.

**Indirect Cost:**

NA



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**Signatures:**

\_\_\_\_\_, Landowner

\_\_\_\_\_  
Date

\_\_\_\_\_, USFWS Partners Program Biologist

\_\_\_\_\_  
Date

\_\_\_\_\_

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\_\_\_\_\_, USFWS Partners Program State Coordinator  
OR USFWS State Field Supervisor

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Date