



IN REPLY REFER TO:

United States Department of the Interior



FISH AND WILDLIFE SERVICE
Bishop Henry Whipple Federal Building
1 Federal Drive
Fort Snelling, MN 55111-4056

FWS/R3/ABA-CAD
30181AJ278

August 23, 2010

City of Rochester Hills
Attn: Mayor Bryan Barnett
1000 Rochester Hills Drive
Rochester Hills, MI 48309

Dear Mayor Barnett:

We are pleased to be able to offer the enclosed Cooperative Agreement No. 30181AJ278 to provide Federal assistance to Recipient to restore stream meanders in Avon Creek to reduce sediments entering the stream, restore fish habitat, and reduce water temperatures on non-federal waters/lands located in Rochester Hills, Michigan

This document has been sent in duplicate original format for acceptance through the counter-signature of an authorized individual. To accept its terms, please ensure that both originals are signed. Retain one original set for your records and promptly return the other to me at the address listed above.

Contact me at (612) 713-5193 if you have any questions about this documentation. Other questions should be directed to the Service Project Officer, Andrea Ania at (989) 356-5102 ext. 1020.

Sincerely,

Daniel D. Lovdahl
Grants Management Specialist

FOR FWS USE ONLY

DCN: 30181AJ278

AR: 31330-A-A057

Federal: \$135,000.00 (FY10)

Account 31330-1913-3GT1

Matching Recipient Funds: \$178,000.00

ABC: W4 BOC: 411C

CFDA No. 15.608 FAADS Type: 02

**COOPERATIVE AGREEMENT
No. 30181AJ278
BETWEEN THE
U.S. FISH AND WILDLIFE SERVICE
AND THE
CITY OF ROCHESTER HILLS**

I. RECIPIENT:

City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

EIN: 386006880
DUNS: 088758396
Phone: (248) 656-4600

II. STATUTORY ENABLING AUTHORITY:

This Cooperative Agreement between the U. S. Fish and Wildlife Service (hereinafter referred to as the "Service" or "FWS") and the City of Rochester Hills (hereinafter referred to as the "Recipient") is entered into under general authority of the Fish and Wildlife Coordination Act (16 U.S.C. 661), the Fish and Wildlife Act (16 U.S.C. 742a), and the Fish and Wildlife Conservation Act (16 U.S.C. 2901), Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. 4701) and Great Lakes Fish and Wildlife Restoration Act as amended 1998 (16 U.S.C. 941).

III. APPROPRIATION AUTHORITY & AWARD AMOUNT:

Contingent upon execution by authorized representatives of the parties hereto, this Cooperative Agreement shall serve as the official obligating instrument for transfer to the Recipient of up to \$135,000.00 in federal Fiscal Year 2010 (FY10) funds from Service account 31330-1913-3GT1, to be used only for the purposes authorized within this agreement. These funds have been appropriated to the Environmental Protection Agency (EPA) under the Department of the Interior, Environment, and Related Agencies Appropriations Act of 2010 (Public Law 111-88), and made available to the Service through Interagency Agreement (IA) DW-14-95775301-0 of 2/5/2010, DW-14-95775301-1 of 2/26/2010, and as further amended.

IV. PURPOSE:

This federal assistance is being provided to help the Recipient restore stream meanders in Avon Creek to reduce sediments entering the stream, restore fish habitat, and reduce water temperatures on non-federal waters/lands located in Rochester Hills, Michigan. To accomplish this goal, the Recipient intends to replace stream meanders in an 825 ft linear stretch of Avon Creek, restore 0.1 acres of vernal pools and 0.5 acres of pond, and create 1.0 acre of riparian wetland. These actions will help conserve and protect aquatic species native to the area, not only for their benefit but also for the general public good to be derived from such conservation. This agreement is part of the Great Lakes Restoration Initiative (GLRI) that has identified five principal areas on which to focus efforts.

1. Toxic substances and areas of concern:
The USFWS, in collaboration with EPA, USACE, and NOAA will directly support remedial action plans and guide specific strategies and actions necessary to advance area of concern (AOCs) toward delisting. To preserve associated aquatic habitats and support implementation of on-the-ground habitat restoration, USFWS will assist in optimizing the design of sediment remediation projects under the Great Lakes Legacy Act. In collaboration with USGS, State and local partners, USFWS will implement an early warning program for emerging Great Lakes contaminants in near shore and tributary areas.
2. Invasive species:
The USFWS will coordinate with USCG, EPA, and DOT-MARAD on the development of ballast water treatment systems for freshwater ecosystems, including permitting requirements and the verification of treatment technologies. USFWS will establish grant programs for: aquatic invasive species risk assessment, prioritization of integrated pest management methods and new control technologies, and outreach and education. USFWS will also support the development and on-the-ground implementation of state Aquatic Nuisance Species Management Plans and increase oversight of live organism trade in enforcement of the Lacey Act. USFWS will coordinate with EPA, NOAA, and USGS to develop a coordinated monitoring program in high-risk harbors to support the early detection of and rapid response to newly-detected invasive species.
3. Near-shore health and runoff: The Service will not focus on this area.
4. Habitat and wildlife protection and restoration:
The USFWS will deliver partnership-based on-the-ground habitat restoration to reconnect aquatic habitats, reduce sediment and nutrient inputs, restore natural hydrologic regimes, improve water quality and increase populations of listed and depleted native Great Lakes fish and wildlife populations such as: lake trout, brook trout, lake sturgeon, and piping plover. The USFWS will support coordinated habitat restoration on a regional level through the Great Lakes Basin Candidate Fish Habitat Partnership and the Landscape Conservation Collaboration, and implement actions identified in species recovery and management plans. The USFWS will expand propagation and assessment efforts for lake trout and sturgeon, and will administer an enhanced grant program under

the Great Lakes Fish and Wildlife Restoration Act. The USFWS will also create a common habitat inventory and mapping system through the Service's National Wetlands Inventory that addresses data gaps in our existing knowledge and enhances prediction models. Proposed on-the-ground activities will strengthen resilience within the Great Lakes ecosystem to withstand future stressors, such as climate change.

5. Accountability, monitoring, evaluation, communication and partnerships: Additional Initiative funding will be provided by EPA through an interagency agreement to support participation in planning, coordination, development of measures and outcomes, and reporting on progress pertaining to the Initiative. Activities will include appropriate participation in the Interagency Task Force, Regional Working Group, Binational Executive Committee, Lakewide Management Plan forums, and Remedial Action Plan forums.

V. SCOPE OF WORK AND RESPONSIBILITIES OF THE PARTIES:

- A. The Great Lakes Initiative uses outcome-oriented performance goals and measures to direct Great Lakes protection and restoration funding to the focus areas.

PERFORMANCE GOALS

Habitat and Wildlife Protection and Restoration: these efforts are to protect and restore Great Lakes habitat and wildlife include: enhancing wetland protection and restoration; improve aquatic ecosystem resiliency; strategic restoration of native species and habitat; tracking progress on coastal wetlands restoration.

MEASURES OF PROGRESS:

Habitat and Wildlife Protection and Restoration: GLRI will significantly accelerate Great Lakes habitat and wildlife protection. Federal agencies expect to fund protection or restoration of more than 23,000 acres of coastal, wetland, shoreline, and upland habitats and 1,000 miles of streams for fish passage. The initial set of measures by which progress will be evaluated in this focus area are: number of habitat acres restored to improve Great Lakes ecological function, wildlife recovery accelerated, miles of shoreline with natural coastal and hydrological processes restored, acres of wetlands and forested areas protected, restored and enhanced, and improved population status of species.

- B. For the period hereinafter set forth, the Recipient and the Service agree to cooperatively provide the personnel, materials, services, facilities and allocated and available funds needed to accomplish the purposes of this agreement, as outlined below to the extent that these activities are authorized by current legislation. The Recipient's proposal and budget, dated 07/26/2010, has been accepted by the Service Project Officer named in Article IX below and is hereby incorporated into this Cooperative Agreement as Attachment 1 hereto.

- C. In summary, the Recipient will take action to: (see Attachment 1 for details):
1. Coordinate and restore Avon Creek, including regenerating storm water swales, pocket wetlands, pond restoration, outlet re-construction, and vegetation management.
 2. Obtain all state and/or federal permits.
 3. Restore 825 ft of incised creek to meandering channel, 0.1 acres of vernal pools, 0.5 acres of pond, and create 1.0 acres of riparian wetland.
 4. Provide any additional funding in the form of monetary donation or in-kind services to ensure the project is completed.
 5. Recognize the contributions of the Service and other partners in all public relation efforts regarding completed habitat restoration projects.

D. The Service will be substantially involved in this project by:

1. Contribute funding and technical assistance towards the project to ensure the objective of restoring Avon Creek is attained.
2. Ensure that all permits and agreements are filed and fulfilled. This includes Section 7 consultation and NEPA/NHPA requirements.
3. Recognize the contributions of the Recipient and other partners in all public relation efforts regarding completed habitat restoration projects.
4. Conduct on-site inspection(s) of the project.

E. NEPA/NHPA

Activities that take place under federally funded grant programs must comply with National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA). Compliance under NEPA/NHPA must be documented by the Recipient and approved by the Service. Unless otherwise notified by the Service Project Officer, the recipient will refrain from commencing work under this agreement until this documentation has been approved.

VI. PROJECT PERIOD:

The parties hereto have agreed that the project period of this agreement is from June 1, 2010 through September 30, 2011. To the greatest extent possible, the Recipient must commence work within 60 days of the effective date of the award and in any event shall proceed with due diligence once started.

VII. REPORTING REQUIREMENTS:

- A. Situation Reports: Recipient shall promptly inform the Service Project Officer of all events that could significantly impact the scope or objectives of the agreement, such as (1) problems, delays, or adverse conditions that could materially impair meeting the objectives of the award; and (2) favorable developments or alternatives that could result in meeting the objectives sooner or at less cost than anticipated.
- B. Performance Reports (Per FWS/EPA IA):

Recipient is to provide the following performance reports to FWS for review in sufficient time to meet the EPA deadlines listed below.

Semi-Annual Progress Reports: The Recipient shall submit progress reports, beginning with the date of cooperative agreement execution, every six (6) months during the life of this agreement. Actual due dates are April 15 and October 15 of each year. The Service Project Officer must be provided adequate time (**10 business days**) prior to the due dates to review the reported information to be able to determine that all mission support products, services, information or data generation and use, including any technology development and verification is being performed in accordance with this agreement. Recipient's report shall include as a minimum all of the information as identified in **Attachment 2**. The Recipient, upon direction by the Service Project Officer, may be able to input information directly into the Great Lakes Restoration Initiative Accountability System (<http://restore.glnpo.net:8080/GLRI/login.htm> or any future intranet reporting system/site) using specified formats and meeting the above timeframes.

Annual Report: Recipient shall submit to the Service Project Officer a separate annual written performance report within 90 days following the end of each calendar year in which the agreement remains in effect. This report shall succinctly compare actual accomplishments with the objectives established for the period, and will also cite the reason(s) for failure if the objectives were not met.

Final Progress Report: The Recipient shall submit a final report to the USFWS Project Officer upon culmination of this cooperative agreement. This report shall incorporate project outputs and should summarize the nature and extent of the project, methodologies employed, significant events and experiences, and a compilation of the data collected. The final report shall also include analysis of the data as well as conclusions and recommendations. The final report shall incorporate photo documentation of funded projects and environmental progress under the projects at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. The draft Final Report will be submitted electronically to the USFWS Project Officer no later than 45 days after the end of the project period for review and comment. Electronic and paper versions of the Final Report shall be submitted no later than 90 days after the end of the project period.

C. Financial Status Reports:

1. Reporting: Quarterly financial reports are to be submitted in writing by Recipient to the Service Project Officer (SPO), using a federal SF 425 “Federal Financial Report,” within 30 days following the end of each calendar quarter of the agreement’s period of performance. In addition to these periodic reports, Recipient shall submit a final summary SF425 financial report to the SPO within 90 days from the agreement’s culmination.

2. Cash or Accrual: For each financial report, the Recipient shall stipulate whether it uses a cash or accrual basis. The Service prefers receiving cash basis reports, but will accept accrual-based reports, if that is the Recipient’s regular system of accounting. Once an agreement begins, its financial reporting basis is not to be changed unless pre-approved in writing by the Service’s Regional Finance Officer.

3. Recordkeeping: Recipient shall retain financial records related to this agreement in accordance with 43 CFR 12.82.

VIII. PAYMENT PROVISIONS:

A. Funding Limits: The Recipient shall not accrue expenditures to be charged to the Service, nor shall the Service be obligated to reimburse the Recipient for, any expenditures in excess of the federally-obligated amount of \$135,000.00 unless authorized to do so by a pre-approved, written revision of the existing federal funding limits.

B. Other Contributions: In-kind services and monetary contributions in the approximate total value of \$178,000.00 will be contributed by the Recipient, third parties to this agreement.

C. Future Funding: The Service may choose voluntarily to add funding to this agreement through written revision. In any event, the Service’s decision to add future funding under this Cooperative Agreement will be contingent upon the availability of appropriated or other federal funds for such purposes.

D. Pre-Award Costs: Pre-award costs are hereby authorized under this agreement, and may include indirect as well as direct expenses incurred by the Recipient during the period from June 1, 2010 to the final execution date of the agreement, so long as they are necessary, reasonable, allowable and allocable expenses. These pre-award costs shall not exceed \$13,500, which is included in, rather than in addition to, the total amount obligated by the Service through this document.

E. Sub-awards/Contracts: Recipient shall notify the Service Project Officer in writing of all sub-recipients of this financial assistance (whether the sub-recipient receives money or other property or services in lieu of money). This information shall be included within the reports required under Article VII “Reporting Requirements.”

- F. Travel Costs: Travel expenses incurred by the Recipient exclusively in direct performance of this agreement shall be allowable if necessary, fair and reasonable under the circumstances and if otherwise made in accordance with applicable federal travel and expense regulations. No travel expenses of federal employees shall be paid or reimbursed from the federal funds obligated under this agreement.
- G. Advances/Reimbursements: A Recipient, if willing and able to expedite disbursements following receipt of advanced funds, may request an advance of the federal funds obligated under this agreement. Federal Standard Form (SF) SF270 "Request for Advance or Reimbursement" should be used to request advanced funds from the Service Project Officer. Recipient should limit advance payment requests to the amount of capital needed to cover costs payable during its initial disbursement cycle. As an alternative, Recipient may initially or thereafter choose to seek periodic reimbursement for incurred, allowable costs.
- H. Expenditure of Funds: Recipient should expend funds as generally shown in its proposal and budget, but need not be exact in spending or reimbursement per budget category. At completion or termination of this agreement, Recipient shall refund to the Service all federally-advanced funds obligated under this agreement that are not already encumbered by allowable expenses or by non-cancelable legal obligations.
- I. Invoicing: Recipient shall submit a signed and certified original of each request for payment made under this agreement. Each invoice shall be delivered to the Service Project Officer for review and initialed approval, which is a necessary step for further processing of the payment request. Invoicing frequency is at Recipient's discretion, except that it may not occur more frequently than monthly.
- J. Invoicing form: Federal Standard Form (SF) SF270 "Request for Advance or Reimbursement" should be used in requesting payments, whether for an advance of the assistance funding, or for reimbursement. This form can be found at <http://www.whitehouse.gov/omb/cooperatives/sf270.pdf>. Use of a SF270 is not mandatory, however, and Recipient may instead use its own standard invoicing form, provided it includes the following information:
1. Cooperative Agreement number 30181AJ278;
 2. The project period for the costs claimed;
 3. Current and cumulative expenditures by cost categories in the approved budget (when applicable); and
 4. A certification, signed by an authorized representative of the Recipient, that the invoice is correct and that the invoiced request for federal funds is authorized by this Cooperative Agreement.
- K. Payment: Under the Debt Collection Improvement Act (31 U.S.C. 3332), federal payments are made via Electronic Funds Transfer (EFT) directly to recipients' bank accounts. Enrollment in the Automated Clearing House (ACH) database is a prerequisite of EFT from the Service, so no FWS payments can be issued if ACH enrollment is not completed and maintained. If not currently enrolled, Recipient must complete a SF 3881 "ACH Vendor/ Miscellaneous Payment Enrollment

Form” (available from the Service Project Officer’s office or in the “Forms Library” at <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=6>). The completed SF 3881 is to be forwarded to the Service Project Officer for authorization and processing. Recipient must maintain enrollment in ACH until federal payments have been completed or, if the agreement is terminated, until settlement of accounts has occurred.

IX. CONTRACTING AND PROJECT OFFICERS:

A. The Service Project Officer is responsible for monitoring the performance of work under this Cooperative Agreement. However, no understanding, agreement, revision, change order or other matter materially deviating from the terms of this agreement shall be effective or binding upon the Service unless formalized by proper documentation executed by a sufficiently warranted Service Contracting Officer. If Recipient disagrees materially as to proper responsibilities under the agreement or as to its scope, Recipient should promptly seek direction from the Service Contracting Officer in writing or via e-mail, because acting outside the authorized terms and conditions of this agreement could result in partial or full rejection of invoiced amounts, or have other adverse effects.

B. Service Contracting Officer:

Cathy Vanatta

USFWS / Region 3/ ABA-CFM

Bishop Whipple Federal Building

1 Federal Drive

Fort Snelling, MN 55111

Phone: (612) 713-5205

Fax: (612) 713-5151

cathy_vanatta@fws.gov

Service Contract Administrator is Dan Lovdahl at (612) 713-5193 and Email@fws.gov

C. Service Project Officer:

Andrea Ania

U.S. Fish and Wildlife Service

Alpena Fish and Wildlife Conservation Office

480 W. Fletcher Street

Alpena, MI 49707

Phone: (989) 356-5102 x1020

Fax: (989) 356-4651

Andrea_Ania@fws.gov

D. Recipient Project Officer:

Roger Moore

City of Rochester Hills

1000 Rochester Hills Drive

Rochester Hills, MI 48309

Phone: (248) 841-2496

Fax: (248) 656-4758

moorer@rochesterhills.org

X. PROPERTY AND PROCUREMENT STANDARDS:

A. Property Standards: 43 Code of Federal Regulations (CFR) 12.71 (real property), 12.72 (Equipment) and 12.73 (Supplies) set forth uniform standards governing management and disposition of property directly furnished by the Federal

Government or purchased or created/developed with federal funds supplied by this Cooperative Agreement, and whose cost was charged to this project.

- B. Procurement Standards: Recipient and sub-recipients are to conduct their procurement transactions funded under this agreement in a manner that provides, to the maximum extent practical, open and free competition as detailed in 43 CFR 12.76. Recipient and sub-recipients must include certain government provisions in all their contracts and sub-contracts.
- C. Socioeconomic Goals: The Service requests the Recipient to seek at least 8% of its overall Federal funding for prime and subcontractors be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically black colleges and universities and women.

XI. SPECIAL PROVISIONS:

- A. Tort Liability of the Parties: To the extent allowed by law, it is the intention of the parties to this agreement that each party will be responsible only for its own acts or omissions and the results thereof (whether based in negligence, recklessness or willfulness), and neither party shall be responsible for the negligent, reckless or willful acts or omissions of the other party and the results thereof. Each party will therefore assume all risks and liability to itself, its agents and employees, for any injury to persons or property resulting from actions or operations of itself, its agents or employees and for any loss, cost, damage or expense resulting at any time from any and all causes due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own employees or agents to this agreement. It is the further intention of this agreement that where both parties are found to share liability, the degree of each party's liability shall be limited to its degree of culpability. The torts liability of the Federal Government will be determined under the Federal Tort Claims Act (28 U.S.C. 2671) while the liability of the Recipient will be determined by applicable federal and state laws.
- B. Seat Belt Use: Recipients of federal assistance are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees operating company-owned, rented, and personally-owned vehicles. These measures may include conducting education and awareness programs for employees about the importance of wearing seat belts and the consequences of not wearing them.
- C. Metric System Use: All progress and final reports, other reports, or publications produced under this award shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the Recipient may use non-metric measurements to the extent that the Recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the Recipient, such as when foreign competitors are producing competing products in non-metric units.

D. Printing:

1. Recipients of federal assistance are encouraged to use the federal Government Printing Office (GPO) for printing and publishing needs when paid for directly by, or indirectly payable from, the federal funds obligated under this agreement. If interested in exploring the capabilities of the GPO and how to make use of their many services, contact Donna Cyrwus at (312) 353-3916 ext 14, (312) 519-5381 (mobile) or dcyrwus@gpo.gov.
2. All publications by Recipient, regardless of format, that concern or arise out of this federal assistance shall be subject to prior review and comment by the Service. Recipient shall give the Service Project Officer a reasonable period of time, normally at least 30 days, to review and comment on each proposed publication.
3. All articles, booklets, books and other published documents that the Service has approved for printing shall prominently bear the appropriate Service logo (supplied by the Service Project Officer), generally on the first page inside the cover, complete with the following statement:

Partial funding for this program is supported by a Cooperative Agreement from the U.S. Department of the Interior, Fish and Wildlife Service. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

4. Articles or other publications not approved by the Service shall bear, on the first page inside the cover, the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

5. The Recipient shall provide gratis copies of each publication produced under this agreement to the Service Project Officer and the following listed offices. Each copy shall be sent with a cover letter that identifies the sender and the publication. The addresses are:

Two copies: U.S. Department of the Interior
 Natural Resources Library
 Interior Service Center
 Gifts and Exchanges Section
 1849 C Street, N. W.
 Washington, D.C. 20240-0002

One copy: U.S. Fish and Wildlife

National Conservation Training Center (NCTC)
Conservation Library
698 Conservation Way
Shepherdstown, WV 25443-4024

One copy: U.S. Fish and Wildlife NCTC
Publications Unit
698 Conservation Way
Shepherdstown, WV 25443-4020

6. Copyright and Use Rights:

Per 43 CFR 12.74, the Service reserves a royalty-free, non-exclusive, but irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(a) The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and

(b) Any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

E. Climate Change Emissions Minimization/Reductions:

The USFWS shall encourage (i) minimization and reduction, where possible, of greenhouse gas emissions resulting from activities carried out pursuant to this agreement and (ii) the tracking of the reduction of greenhouse gas emissions through these activities.

F. Healthy, Safety and Environmental Compliance:

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

XII. GENERAL PROVISIONS:

- A. Acceptance of a Federal Financial Assistance award from the Service carries with it the responsibility to be of and comply with the terms and conditions of applicable laws and regulations. See **Attachment A**, which is hereby incorporated into this agreement by this reference.
- B. Recipient's executed SF 424D is a prerequisite to award of this federal assistance and thus is incorporated by reference into this agreement as **Attachment B**. Sub-recipients must complete and abide by this form of assurance, but their certification document will be maintained by the Recipient.

XIII. REVISIONS:

Either party may propose changes to the terms of this agreement. With the exception of certain changes based on retained federal unilateral rights, such a revision will become

effective only when mutually memorialized and executed in writing by authorized representatives of both parties hereto. A proposed increase in federal funding, or a request for an extension of the project period, are two examples of material changes requiring formal revision of this agreement.

XIV. TERMINATION:

If Recipient fails to comply with the material terms and conditions of this agreement, the Service may exercise any of the remedies listed under 43 CFR 12.83, including the right to unilaterally terminate this award of federal assistance in whole or in part. The Service may also terminate this agreement in whole or in part with consent of the Recipient.


Recipient may terminate this agreement in whole or in part at any time by providing the Service with written notification of the reasons for taking this action, listing the effective date and, in the case of partial termination, the portion to be terminated. In the event of such partial termination, the Service may unilaterally determine that the award purposes cannot be met, in which case the Service may terminate the agreement in whole.

In any event, upon notice of early termination, neither party shall incur any unnecessary obligations under this agreement. The parties shall also mitigate existing obligations to the extent reasonably possible. The parties hereby agree that they will make good faith efforts to agree to termination conditions, including the effective date and, where termination is partial, the portion to be terminated.

XV. DOCUMENT EXECUTION:

In witness whereof, the following authorized representatives of the parties hereto have memorialized and executed this Cooperative Agreement No. 30181AJ278:

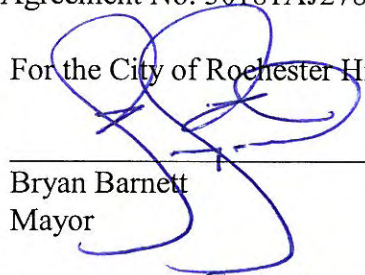
For the U.S. Fish and Wildlife Service:



Cathy Vanatta
Contracting Officer, Region 3

Date: AUG 20 2010

For the City of Rochester Hills:



Bryan Barnett
Mayor

Date: 8 9-2-10