

**MEMORANDUM OF AGREEMENT BETWEEN
THE U.S. FISH AND WILDLIFE SERVICE
AND
DANE COUNTY LAND AND WATER RESOURCES DEPARTMENT**

This Memorandum of Agreement (MOA) is entered into by the U.S. Fish and Wildlife Service, hereinafter referred to as the “Service” and Dane County Land and Water Resources Department, hereinafter referred to as the “Department”.

Whereas the Service and the Department have a long-standing and successful relationship of working together on County level projects of state significance; and

Whereas the Service maintains a regional staff presence in Southwest Wisconsin and is seeking an office location for its Private Lands biologist staff for telework purposes; and

Whereas the Department maintains an office at 5201 Fen Oak Drive, Madison, Wisconsin (hereinafter referred to as the PREMISES) that houses Dane County staff with expertise in habitat restoration, and is centrally located and in close proximity to major transportation corridors; and

Whereas both parties would benefit from the Service’s biologist office being located at the Department’s office.

Now, therefore, in consideration of the mutual promises, covenants, and representations contained herein, the Service and the Department agree to the following:

1. **PREMISES:** In consideration of the covenants and agreements set forth within, the Department will provide office space to the Service for one individual at Dane County Parks, 5201 Fen Oak Drive, Madison, Wisconsin, 53718.
2. **TERM:** The term of this MOA shall coincide with the United States Government Fiscal Years, and shall be negotiated for renewal in September of each year to reflect any necessary changes that might occur. The MOA shall be in effect from the date of the last signatory until September 30 of the fiscal year.
3. **USE:** The Service agrees that the designated office space provided inside the PREMISES will be used by the occupant as an office, subject to any rules or policies that would normally apply to Dane County Parks staff located at the facility. Provided office space may be a shared space depending on availability.
4. **RIGHT OF ENTRY:** The Department shall at all times have right of entry to the designated space and every part thereof, for the purpose of inspecting, performing maintenance, and any other reason deemed appropriate.

5. **SUPPORT:** The Department will provide basic support in the form of a desk or similar workspace, chair, and telephone; a mail box for receiving incoming mail; vehicle parking space; and limited or temporary warehouse storage space (if available). The Department will not provide computer equipment or any related support or any direct clerical support. The Department agrees to allow the Service's biologist access to their WIFI system, using a secure firewall program installed on a service computer. Certain security requirements may also apply for any computer equipment brought on site as determined by Dane County Information Technology staff.

6. **USE OF EQUIPMENT:** The Service's biologist may operate the Department's equipment in conjunction with this agreement, but must be able to provide evidence of receiving appropriate training/certification course required by the Service prior to operating said equipment.

7. **COST:** The Department will provide space and support described herein at no cost to the Service for the term of this Agreement. Current employee telework schedule will be Tuesday through Thursday, weekly.

8. **LIABILITY:** It is understood and agreed that the Service shall be solely responsible for all manner of claims, causes of action, or liability arising out of any accident, injury, or damage to the Service employee, its equipment, or property while the Service conducts business as allowed by this MOA. The Service shall indemnify, defend, protect, and hold harmless the Department, its Directors, divisions, and/or employees, for or against any and all legal claims mentioned herein.

9. **TERMINATION:** Either party may terminate this Agreement by providing thirty (30) day written notice to the other party. Sixty day (60) notice of intent to terminate this MOA will be given by the Service if future occupancy with Service staff cannot be accommodated upon relocation to another facility.

This MOA is fully executed when signed by the authorized representatives of the parties below.

U.S. FISH AND WILDLIFE SERVICE

By: _____ Date: _____

Name/Title: Kurt Waterstradt, Wisconsin Private Lands Coordinator

DANE COUNTY LAND AND WATER RESOURCES DEPARTMENT

By: _____ Date: _____

Name/Title: Laura Hicklin, Director