

CHALLENGE COST SHARE AGREEMENT (CCSA)

1. DOCUMENT CONTROL NUMBER 61580-9-J001 Obligate to Cooperator: \$30,000		2. PR No. N/A		3. TYPE OF AGREEMENT Challenge Cost Share Agreement							
4. FWS CHALLENGE COST SHARE ADMINISTRATOR Richard A. Coleman, PhD U.S. Fish and Wildlife Service P.O. Box 25486, DFC Denver, CO 80225-0486 (303) 236-4303, (303) 236-4792 fax Rick_Coleman@fws.gov			5. COOPERATOR ADMINISTRATOR Malta Irrigation District Project Officer Name PO Box 1340 Malta, Montana 59538 406-654-1440 406-654-1454 fax								
6. FWS (Service) PROJECT OFFICER Carmen Luna U.S. Fish and Wildlife Service Bowdoin NWR 194 Auto Tour Rd. Malta, MT 59538 406-654-2863, 406-654-2866 fax carmen_luna@fws.gov			7. COOPERATOR PROJECT OFFICER Malta Irrigation District Project Officer Name PO Box 1340 Malta, Montana 59538 406-654-1440 406-654-1454 fax Email								
8a. PROGRAM STATUTORY AUTHORITY: FWS Coordination Act 16 U.S.C. 661-667			9. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)(CFDA Number and Title): 15.642 – Challenge Cost Share								
8b. FUNDING AUTHORITY: Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009											
10. DUNS: 807178616		EIN/TIN: 81-6001549		11. PROJECT PERIOD: From the date in block 17c below through 12/31/2009							
12. TYPE OF COOPERATOR(S) <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> INDIAN TRIBAL GOVERNMENT <input type="checkbox"/> EDUCATIONAL INSTITUTION			13. COST SHARE INFORMATION <table border="1"> <thead> <tr> <th></th> <th>FWS</th> <th>MATCH</th> </tr> </thead> <tbody> <tr> <td>Amount of Obligation and/or value of in-kind</td> <td>\$30,000</td> <td>\$30,400.00</td> </tr> </tbody> </table> CCS ACCOUNTING DATA: 61580-1261-C906				FWS	MATCH	Amount of Obligation and/or value of in-kind	\$30,000	\$30,400.00
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12. TYPE OF COOPERATOR(S) <input type="checkbox"/> NON-PROFIT ORGANIZATION <input type="checkbox"/> FOR-PROFIT ORGANIZATION <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> HOSPITAL <input checked="" type="checkbox"/> OTHER											
14. PROVISIONS: See the attached Statement of Work											
15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES: Project Title: Russian Olive Tree Removal Brief Summary: Removal of approximately 10 linear miles of Russian olive trees along shared Refuge boundary of the Dodson South Irrigation Canal.											
16a. NAME AND TITLE OF SIGNER (Type or print) Gerrold Slade/General Foreman			17a. NAME AND TITLE OF FWS OFFICIAL (Type or print) Regional Director, Region 6								
16b. COOPERATOR SIGNATURE (Authorized Signature)		16c. DATE SIGNED	17b. U. S. FISH AND WILDLIFE SERVICE BY (Signature of Regional Director)		17c. DATE SIGNED						

CCSA Contractual SUFFICIENCY REVIEW by: Jodi Miller 1/22/09
CGS Grants Officer Date

CHALLENGE COST SHARE AGREEMENT STATEMENT OF WORK

I. BACKGROUND

Russian olive is very invasive and has taken over along most of the north boundary of the Refuge and the banks of the Dodson South canal. Maintenance of the refuge boundary fence by refuge staff and maintenance of the banks of the canal by the Malta Irrigation District has become nearly impossible. Over the years the shared boundary has become a forest of Russian olive trees. In many places the trees are brush-like and act as a solid hedge, growing on top of and on both sides of the boundary fence, damaging the fence, and making it virtually impossible for refuge staff to maintain. The long thorns of the tree also make it difficult and dangerous for workers to cut the trees down with chainsaws. In addition, the root system of the trees growing along the canal create holes in the banks, creating water leaks, soil erosion, and a nightmare for the Malta Irrigation District to maintain. The canal is the life source of water for irrigated crops and for wetland management on the Refuge. Failure of the canal due to needed maintenance would be economically catastrophic to landowners and disastrous to wildlife management on the Refuge.

Until recently, Russian olives went unchecked by refuge staff and were allowed to spread throughout Refuge lands because for decades they were promoted as good windbreaks and shelterbelts, and as a source of food and cover for some wildlife species. Recent studies have shown otherwise and proven Russian olives to be extremely invasive and have the ability to displace native plant and animal species such as migratory upland nesting birds and native species such as sharp-tailed grouse. The trees act as perch sites for birds of prey and parasitic species of birds such as the brown headed cowbird, egg predators such as the black-billed magpie, and den sites for mammalian predators such as raccoons and skunks. The trees also attract non-native species of migratory birds which compete for resources with resident species. In addition, native plants have become non-existent where these trees flourish.

Russian olives are a non-native tree from southern Europe and Asia introduced to North America in colonial times. The trees prefer to grow in wet-saline environments as well as certain riparian environments, hence the invasion of these trees along the Dodson South Canal, which mimics a riverine system. Because the trees prefer wet environments they have taken over much of the banks of the Dodson South Canal, the Refuge boundary, as well as other waterways and wet areas of the Refuge.

In cooperation with our partner, the Malta Irrigation District, it is our intent to eliminate the Russian olives along our shared boundary and improve habitat conditions along this area for migratory birds and resident wildlife, eliminate the possibility for further encroachment of Russian olives onto refuge lands, and improve access and maintenance capabilities for the Refuge and the Malta Irrigation District along this boundary.

II. PURPOSE AND OBJECTIVES

The purpose of this agreement is to remove approximately 10 linear miles by approximately 40 ft in width of Russian olive trees along the shared boundary of Bowdoin NWR and the Dodson South Canal, Milk River Project, which is maintained and managed by MID. The trees will be removed along both sides of the fence using two excavators and operators. Any re-growth of Russian olives in the summer will be chemically treated with an approved herbicide such as Habitat. Removal of the Russian olives along the boundary fence would reduce the number of invasive trees along our shared boundary, improve habitat conditions for native bird species, allow for maintenance of the fence by refuge staff and prevent cattle trespass from neighboring lands, allow access for maintenance along our boundary, and allow for access and maintenance of the canal by the Malta Irrigation District.

III. RESPONSIBILITIES OF THE PARTIES

A. **The Service will:**

1. Provide \$30,000 to Malta Irrigation District for removal of Russian olives along our shared boundary. These funds will be used for the operation, fuel, and maintenance of two excavators.

John Deere 200 @ \$200/hr for 80 hrs = \$16,000

Linkbelt @ \$175/hr for 80 hrs = \$14,000

Total = \$30,000

2. Provide coordination on projects as well as incidental support for logistics related to project implementation.

B. **The Cooperator will:**

Provide in-kind services:

Technical assistance and project oversight \$40/hr x 80 = \$ 3,200

transport John Deere 200 excavator = \$75/mile x 48 mi = \$ 3,600

transport Linkbelt excavator = \$75/mile x 48 mi = \$ 3,600

transport Dozer = \$75/mile x 48 mi = \$ 3,600

Dozer and operator to pile trees = \$100/hr x 80 hrs = \$ 8,000

Burn tree piles (vehicle, fuel, worker) = \$50/hr x 120 hrs = \$ 6,000

Chemically spray any re-growth of trees two operators @\$30/hr x 80 hrs = \$ 4,800

Total = \$32,800

IV. REPORTING and/or DELIVERY REQUIREMENTS

The cooperator will forward to the Service Project Officer a final report summarizing all project accomplishments under this award no later than 60 days after the completion of project. The Service Project

Officer shall provide a final report of all parties to the Challenge Cost Share Coordinator at the end of the Fiscal Year.

A. If this agreement is for research and/or development projects, the cooperator/recipient shall also send copies of any publications produced under this agreement (including the final report and any related technical data) to each of the following depositories:

1. Two copies of all publications to:

U.S. Department of the Interior

Natural Resources Library

Div. of Information and Library Services - Gifts and Exchanges Section

1849 C Street N.W.

Washington, D.C. 20240

2. One copy of each scientific or technical report and one set of all related technical data to:

National Technical Information Service

5285 Port Royal Road

Springfield, VA 22161

V. CONTRIBUTIONS OF THE PARTIES AND FINANCIAL ADMINISTRATION

A. The Cooperator shall provide contributions valued at \$32,800 and the Service shall provide contributions valued at \$30,000 toward the total project cost of \$62,800.

B. The Service shall reimburse Cooperator for not more than \$30,000.00 of actual and reasonable costs incurred in completion of this project. Cooperator shall invoice the Service monthly for their costs by submitting to the Service Project Officer an itemized statement with receipts for actual cash expenses.

VI. CERTIFICATION ADDENDUM

By signature on page one, Cooperator affirms that no less than 50 percent of the total cost of the project will be contributed by Cooperator and that no portion of the Cooperator's contribution is of Federal origin. Cost-share value can be derived from labor, materials, equipment, land, water, in-kind services, and/or cash.

VII. PAYMENT PROVISIONS, if applicable

A. Upon acceptance of the terms and conditions of this agreement, the cooperator/recipient may submit in the mail a requests for payment, on a Standard Form 270, Request for Advance or Reimbursement, no more frequently than monthly. In accordance with the Debt Collection Improvement Act of 1996, all Federal Payments made after January 1, 1999, must be made by Electronic Funds Transfer "EFT", unless a waiver is submitted and subsequently approved by the Service. If an approved waiver is not on file in the Service's computer system, the EFT banking information must be on record, or the invoice will be returned to the cooperator as payment can not be made.

B. Advance Payment – In Accordance with OMB Circular A-102 and 2 CFR 215.22(b), a cooperator/recipient may receive advance payment provided they maintain or demonstrate the willingness to maintain procedures that minimize the time elapsing between the transfer of funds and the disbursement, and must maintain a financial management system that meets OMB standards for fund control and accountability. Cash advances must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the cooperator/recipient in carrying out the project. The timing and amount of cash advances must be as close as is administratively feasible to the actual disbursements by the cooperator/recipient for direct project costs and the proportionate share of any allowable indirect costs. If the cooperator/recipient holds any balances longer than three days, the cooperator/recipient is to obtain written approval from the Service's Grant Officer. Request for approval is to be submitted in writing and must explain the reason why a balance is being held longer than three days and must provide a date that the remaining balance will be disbursed. If the Service's Grant Officer determines disbursement will not be accomplished in a timely manner, the cooperator/recipient will return the remaining balance to the Service.

C. The original of each invoice/payment request shall be submitted to the Service Project Officer identified in Block 6 on page 1 of this agreement for review and recommendation for payment to be forwarded to the Service's Grant Officer for approval and submission for disbursement.

D. Should the cooperator/recipient be unable to complete the provisions of this agreement, all monies provided by the Service which prove to be cancelable obligations or unallowable in accordance with applicable codified references (2CFR Parts 215 and 220, Cost Principles for Educational Institutions; 2CFR 225, Cost Principles for State, Local, and Tribal Governments; 2CFR 230, Cost Principals for Nonprofit Organizations; 48 CFR 31.2 cost principles for commercial organizations (and for individual cooperators/recipients) and also the advanced, but unexpended, portion of any funds shall be refunded.

E. This agreement is intended to support a particular project for a specific period of time. Any portion of funds not expended at the completion of the period of performance of this agreement shall be returned to the Service, along with any interest earned on that amount over and above \$250 per year.

VIII. FINANCIAL STATUS REPORTING, if applicable

A. No later than 90 days after each 12 month term of this agreement (i.e. annually) the cooperator/recipient shall submit to the Service's Grant Officer a Financial Status Report using Standard Form 269 (SF-269).

B. Additionally, a final financial status report (SF-269) shall be submitted no later than 90 days after completion of this federal assistance award to the Service's Grant Officer.

C. In accordance with Department of the Interior Policy, delinquent submittal of SF269 reports may result in invoices being returned unpaid, suspension, or termination of this award.

IX. TERMS AND CONDITIONS, if applicable

A. Sub-Contract Reporting Requirement: Minority Business Enterprise/Women-owned Business Enterprise (MBE/WBE) reporting:

1. In accordance with OMB Circulars, cooperators/recipients are required to take specific affirmative actions to ensure that minority and woman-owned business enterprises receive a fair share of subcontracts which result from Federal funds. The cooperator/recipient of this agreement must report all subgrant and procurement awards in excess of \$10,000 for supplies, equipment, construction, or services executed under this agreement.

2. The cooperator/recipient is required to submit a written report to the Service's Grant Officer within one month following the end of each Federal fiscal quarter during which any subgrant or procurement contract in excess of \$10,000 is actually executed under this assistance agreement. For each such award, the report shall include: 1) Fish and Wildlife Service agreement number; 2) name of award cooperator/recipient and whether minority or woman-owned; 3) type of supplies or services to be provided; 4) date of award; and 5) dollar amount.

3. MBE-WBE utilization is based on Executive Orders 11625, 12138, and 12432, and the Service will comply with these orders by requiring for cooperators/recipients to submit this information to the Service, when applicable. A minority business enterprise is a business concern that is (a) at least 51 percent of the stock is owned by one or more minority individuals, or in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (b) whose daily business operations are managed and directed by one or more of the minority owners. There is no standard definition of minority individuals used by all Federal financial assistance agencies. However, cooperators/recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive Order 11625. A woman-owned business enterprise is a business concern that is (a) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and, (b) whose daily business operations are managed and directed by one or more of the women owners.

B. Applicable Administrative and Audit Requirements

1. The paragraphs below reference the Office of Management and Budget (OMB) Circulars and Department of Interior (DOI) Regulations that are applicable to this agreement (State/Local/Indian Tribal Governments).

- a. 2 CFR, Part 225 (OMB Circular A-87) – Cost Principles for State, Local and Indian Tribal Governments
- b. OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments
- c. OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations
- d. DOI Regulations, 43 CFR Part 12:
 - i. Subpart A – Administrative and Audit Requirements and Cost Principles for Assistance Programs.
 - ii. Subpart C, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

- iii. Subpart D – Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)
- iv. Subpart E – Buy American Requirements for Assistance Programs. Subpart B – Audit Requirements for State and Local Governments
- e. DOI Regulations, 43 CFR 43 – Governmentwide Requirements for a Drug-Free Workplace
- f. DOI Regulations, 43 CFR 42 – Governmentwide Debarment and Suspension (Nonprocurement)
- g. If applicable as stated in the regulation, DOI Regulations, 43 CFR 18 – New Restrictions on Lobbying

Copies of 43 CFR Part 12 and the Subparts listed above are available on the Internet at:

<http://www.doi.gov/pam/>

2. The cooperator's/recipient's Taxpayer Identification Number will be provided to the Service upon final execution of this agreement. Taxpayer Identification Number means the number required by the Internal Revenue Service to be used in reporting income tax and other returns - either the Employer Identification Number for businesses or, for individual cooperators/recipients, their Social Security Number(s). Privacy Act Notice: The Service is required to obtain this information to process any payment to the cooperator/recipient. This information will be furnished to the Internal Revenue Service as required by the Tax Reform Act of 1986 and may be shared with the Department of Justice. Furnishing this number is voluntary, but failure to do so could result in disqualification from this program.

3. Buy American Requirements. Pursuant to section 307 of the Department of the Interior and Related Agencies Appropriations Act of 1996 (or any subsequent versions) and 43 CFR subpart E, please be advised of the following: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

As directed by 43 CFR 12.730 and 43 CFR 12.830, cooperators/recipients shall insert the prescribed clauses for purchases of supplies and construction materials in all relevant solicitations for the same under this award. Additional instructions for implementing these clauses are found in 43 CFR subpart E.

4. If this assistance agreement is for the purpose of research and/or development where patent inventions are an expected result is subject to the Government-wide patent policies in Department of Commerce regulations at 37 CFR Part 401 and the standard patent rights clause in section 401.14, in accordance with Public Law 98-620. Modifications of this clause may be made only if the cooperator/recipient is not located in the U.S. or does not have a place of business located in the U.S. or is subject to the control of a foreign government, or if the Service has specifically determined in writing that restriction or elimination of the cooperator's/recipient's right to retain title will better promote the

purposes of 35 U.S.C. 202-206, and then the modifications shall be done in accordance with 37 CFR 401.5.

5. If this agreement or grant is to an "Individual", the Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-free Workplace (Grants) is applicable. The provisions of 43 CFR 12, subpart D, on these subjects are incorporated in this agreement.

6. If the principal purpose of this agreement is a partnership where the cooperator/recipient is other than a state government, a local government, or a federally-recognized Indian tribal government and is contributing resources to promote agency programs, publicize agency activities, assist in fundraising, or provide assistance to the agency, the Endorsement Provision as set-forth in the 43 CFR 12.2(d)(1) and (2) is incorporated by reference with the same force and effect as if it were given in full text.

C. Certifications and Assurances. The Assurances (SF-424B or SF-424D) applicable to Federal grants and cooperative agreements must be signed by an authorized representative of the cooperator/recipient prior to award of this agreement. Also, by signing this agreement, the cooperator/recipient is certifying to the follow:

1. Certification Regarding Proposal Submission – The cooperator/recipient certifies that this agreement is for the support and stimulation of a cooperator's/recipient's project and that the request for financial assistance and related proposal have not been submitted in response to a request from the Government to undertake work to support a specific Government need.

2. Certification Regarding Conflict of Interest – The cooperator/recipient certifies that there are no relevant facts or circumstances which could give rise to either an individual or organizational conflict of interest. Such conflict of interest could involve such things as Government employees assisting in the preparation of the proposal or Government employees being associated with or a member of the requesting organization and being in a position to influence the awarding of a grant or cooperative agreement. The cooperator/recipient agrees that if an actual or potential conflict of interest is discovered the cooperator/recipient shall make a full disclosure in writing to the Service's Grants Officer. This disclosure shall include a description of actions which the cooperator/recipient has taken or proposes to take, after consultation with the Service's Grants Officer, to avoid, mitigate or neutralize the actual or potential conflict.

3. Anti-Deficiency Act – The cooperator/recipient certifies under Section 1341 of this Act includes a limitation on expending and obligating amounts, and an officer or employee of the United States Government or of the District of Columbia government may not –

a. Make or authorize an expenditure or obligation exceeding an amount available in an appropriation or fund for the expenditure or obligation;

b. Involve either government in a contract or obligation for the payment of money before an appropriation is made unless authorized by law;

c. Make or authorize an expenditure or obligation of funds required to be sequestered under section 252 of the Balanced Budget and Emergency Deficit Control Act of 1985; or,

d. Involve either Government in a contract or obligation for the payment of money required to be sequestered under section 252 of the Balanced Budget and Emergency Deficit Control Act of 1985.

4. Metric Conversion Act – This act declares the metric system to be the preferred measurement system for U.S. trade and commerce. The Act requires each Federal Agency to establish a date or be dated in consultation with the Secretary of Commerce, when the metric system of measurement will be used in the Agency’s procurements, grants, and other business-related activities. There is also a requirement that Federal awarding Agencies follow the provisions of E.O. 12770, Metric Usage in Federal Government Programs. The cooperator/recipient certifies that they will use the preferred method of measurement when applicable.

X. MODIFICATIONS

Modifications to this agreement may only be signed by the Service’s Grant Officer on behalf of the Service, and must be within the purview of the original Grants.gov announcement and the original Statement of Work.

XI. SPECIAL PROVISIONS, if applicable

A. The results of any studies or investigations accomplished under this agreement may be published jointly by the parties or by either party separately. Appropriate credits to the United States Department of Interior, Fish and Wildlife Service, shall be included in any formally published article, provided that the Service does not otherwise deem it appropriate to issue a disclaimer. Authorship shall not imply any privileges of copyright or permit other restrictions on distribution.

B. Any research data collected under this agreement shall be jointly owned by the parties to this agreement. Both parties shall have complete and unlimited access to all such data.

C. News releases and other publicity issued by either party concerning this agreement and its activities are subject to approval before release by the Service’s Regional Public Affairs Office. Any approved publicity shall give due credit to all parties to this agreement and it shall mention the amount of Federal funding provided.

D. No member of, or delegate to, Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit that may rise therefrom. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

E. Seat Belt Policies and Program: Cooperators/recipients of grants/cooperative agreements and or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

F. Grantee organizations are required to obtain a DUNS number when completing grant paperwork before returning it to the Service for processing. Contact Dun and Bradstreet @ the dedicated toll-free DUNS number request line at 1-866-705-5711 or online at:

<https://eupdate.dnb.com/requestoptions/government/ccrreg/>

G. Register that specific DUNS number in the “Central Contractor Registry” (CCR) and confirm accuracy of registry information annually for the life of this agreement. Visit <http://www.ccr.gov> and click on “Start New Registration”. FWS does not administer the CCR database. Please direct all questions to the CCR Assistance Center at 1-888-227-2423. The bank account you enter into CCR for the DUNS number you provide is what will be utilized by the Service for payment under this award.

H. As a result of the Resource Conservation and Recovery Act and implementation by the Environmental Protection Agency (EPA), State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines. For all purchases made with funds transferred through this award the cooperator/recipient shall seek to “Buy Green” environmentally friendly and recycled products when possible. When environmentally friendly products are not available, special attention shall be paid to ensure that the quantity procured does not exceed the amount required in order to minimize waste and disposal issues.

I. Property provisions. OMB Circulars state that the cooperator/recipient will retain title of property (includes equipment) acquired with Federal funds under the agreement, and disposition of the property will be determined at the end of the agreement.

XII. TERMINATION

An individual cooperator’s/recipient’s participation in this agreement may be terminated at any time by giving thirty days advance written notice to the Service and to any other parties. After giving such notice, the cooperator/recipient shall bring its activities to a prompt and orderly close avoiding new costs to the extent possible. The cooperator/recipient shall submit a final summary of costs (and invoice, if appropriate) for approval of the Service. Project property shall be disposed of in accordance with the property terms of this agreement, if any, or, in the absence of such terms, as agreed by the parties in a termination settlement.