U. S. Fish and Wildlife Service, Region 6, Denver, CO

# CHALLENGE COST SHARE AGREEMENT (CCSA)



| 1. DOCUMENT CONTROL NUMBER | 2. PR No. | 3. TYPE OF AGREEMENT |
|---|---|---|
| 65500-9-J901<br>Obligate to Cooperator: $5,000 | N/A | Challenge Cost Share Agreement |

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|---|---|
| 4. FWS CHALLENGE COST SHARE ADMINISTRATOR<br>Richard A. Coleman, PhD<br>U.S. Fish and Wildlife Service<br>P.O. Box 25486, DFC<br>Denver, CO 80225-0486<br>(303) 236-4303, (303) 236-4792 fax<br>Rick_Coleman@fws.gov | 5. COOPERATOR ADMINISTRATOR<br>Project Officer Name<br>Wetland Management and Educational Services,Inc<br>27196 Country Road 267<br>Puxico, MO 63960<br>Phone 573-222-3411, no fax<br>E-mail |
| 6. FWS (Service) PROJECT OFFICER<br>Ron Garcia<br>U.S. Fish and Wildlife Service<br>8249 Emperius Road<br>Alamosa ,Colorado 81101<br>719-589-4021, 719-587-0595 fax<br>Ron_Garcia@fws.gov | 7. COOPERATOR PROJECT OFFICER<br>Same as above<br>, fax |
| 8a. PROGRAM STATUTORY AUTHORITY: FWS Coordination Act 16 U.S.C. 661-667<br>8b: FUNDING AUTHORITY: Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009 | 9. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)(CFDA Number and Title):<br>15.642 – Challenge Cost Share |
| 10. DUNS: 78-380-7238 EIN/TIN: 57-1239644 | 11. PROJECT PERIOD: From the date in block 17c below through December 31,2009 |
| 12. TYPE OF COOPERATOR(S)<br>☐ STATE<br>☐ LOCAL GOVERNMENT<br>☐ INDIAN TRIBAL GOVERNMENT<br>☒ EDUCATIONAL INSTITUTION<br>☒ NON-PROFIT ORGANIZATION<br>☐ FOR-PROFIT ORGANIZATION<br>☐ INDIVIDUAL<br>☐ HOSPITAL<br>☐ OTHER | 13. COST SHARE INFORMATION |

| | FWS | MATCH |
|---|---|---|
| Amount of Obligation and/or value of in-kind | $5,000.00 | $5,000.00 |

CCS ACCOUNTING DATA: 65500-1261-C937

14. PROVISIONS: See the attached Statement of Work

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES:

Project Title: Management Report-Food Production in Habitats Utilized by Rocky Mountain Population of Sandhill Cranes

Brief Summary: The Rocky Mountain Population of sandhill Cranes is faced with increasing habitat loss and degration from urbanization of historic habitats, changes in agricultural practices, drought, and competing use of surface and ground water that compromise habitat conditions at historic use sites.

| 16a. NAME AND TITLE OF SIGNER *(Type or print)* | | 17a. NAME AND TITLE OF FWS OFFICIAL *(Type or print)*<br>Regional Director, Region 6 | |
|---|---|---|---|
| 16b. COOPERATOR SIGNATURE<br>_____<br>*(Authorized Signature)* | 16c. DATE SIGNED | 17b. U. S. FISH AND WILDLIFE SERVICE BY_____<br>*(Signature of Regional Director)* | 17c. DATE SIGNED |

Reviewed by: Jodi M. Miller 6/23/09
CGS Grants Officer Date

Attachment: Statement of Work

**CHALLENGE COST SHARE AGREEMENT STATEMENT OF WORK**

I. BACKGROUND

The Rocky Mountain population of Sandhill Cranes is faced with increasing habitat loss and degradation from urbanization of historic habitats, changes in agricultural practices, drought, and competing use of surface and ground water that compromise habitat conditions as historic use sites. Biologists and managers lack information about the distribution, availability and quality of wetland foraging habitats at a geographic landscape scale. Research results and the subsequent Management Report will provide information to help manage this population.

II. PURPOSE AND OBJECTIVES

The purpose of this Management Report is to provide biologists and managers with a document to help define habitat and energetic requirements for the Rocky Mountain population of Sandhill Cranes within two countries (Mexico and US), three regions, and up to five refuges.

III. RESPONSIBILITIES OF THE PARTIES

A. The Service will provide $5,000 to support the development and completion of this Report. The Service contribution will provide 40 hrs (@ 125/hr= $5,000) of the 80 hrs needed to develop the report concept, synthesize the research data and information, and write the report. The cost is based on the estimate of how long it will take to accomplish the task and his experience with similar work. In addition Service staff will review and provide comments and recommendation for change to the final report.

B. The Cooperator will provide $5,000 of in-kind services to develop and write the report. It is estimated it will take a minimum of 80 hrs (40hrs of in-kind contribution @ $125/hr=$5,000) to develop the report concept, synthesize the research data and information, and write the report. This estimate is based on fifty years of experience with similar research information generated by graduate students and the time necessary to generate a report.

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 $ 5,000 and the Service shall provide contributions valued at $ 5,000 toward the total project cost of $ 10,000.

B. The Service shall reimburse Cooperator for not more than $ 5,000 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.

IV. 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 (SF) 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-110 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. Listed below are the Office of Management and Budget (OMB) Circulars and Department of Interior (DOI) Regulations that are applicable to this agreement (Non-Profit Organizations including Institutions of Higher Education & Hospitals).

   a. 2 CFR, Part 220 (OMB Circular A-21) –Cost Principles for Educational Institutions
   b. 2 CFR, Part 215 (OMB Circular A-110) – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
   c. 2 CFR, Part 230 (OMB Circular A-122) – Cost Principles for Non-Profit Organizations
   d. OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations
   e. DOI Regulations, 43 CFR Part 12:
      i. Subpart A – Administrative and Audit Requirements and Cost Principles for Assistance Programs.
      ii. Subpart D – Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)
      iii. Subpart E – Buy American Requirements for Assistance Programs.
      iv. Subpart F – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
   f. DOI Regulations, 43 CFR 43 – Governmentwide Requirements for a Drug-Free Workplace
   g. DOI Regulations, 43 CFR 42 – Governmentwide Debarment and Suspension (Nonprocurement)
   h. 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 at 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 <u>that specific DUNS number</u> 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. <u>TERMINATION</u>

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.