

COOPERATIVE AGREEMENT
between
U.S. FISH AND WILDLIFE SERVICE
and
DUCKS UNLIMITED, INC.

I. RECIPIENT:

Ducks Unlimited, Inc.
Great Plains Region
2525 River Road
Bismarck, ND

Ducks Unlimited, Inc.
Great Lakes/Atlantic Region
331 Metty Dr., Suite 4
Ann Arbor, MI 48103

Ducks Unlimited, Inc.
Southern Region
193 Business Park Dr., Suite E
Ridgeland, MS 39157-6026

II. FINANCIAL DATA:

AGREEMENT NUMBER: 301813J010

AMOUNT FUNDED: No funds have been allocated under this Agreement, but such funds may be committed by task orders awarded under this Agreement.

APPROPRIATION DATA: This information will be provided on individual task orders awarded under this Agreement, which require government funding.

CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO.: 15.FFC

TAX IDENTIFICATION NO.: 13-5643799

DUNS NO.: 14-4653151

III. BACKGROUND, AUTHORITY AND PURPOSE:

This Cooperative Agreement between the U.S. Fish and Wildlife Service (Service) and the cooperator, Ducks Unlimited, Inc. (DU or recipient), is entered under the authority of the Fish and Wildlife Coordination Act of 1934, as amended (16 U.S. C. 661-666c), which states, "the Secretary of the Interior is authorized to provide assistance to, and cooperate with, Federal, State, and public or private agencies and organizations in the development, protection, rearing, and stocking of all species of wildlife, resources thereof, and their habitat, ... pursuant to the provisions of section 661," and to enter into "... cooperative agreements ... for the for the conservation, maintenance, and management of wildlife, resources thereof, and its habitat thereon".

The purpose of this Agreement is to facilitate cooperation between the Service and DU on various wetland and associated upland restoration projects within the states of Minnesota, Wisconsin, Michigan, Ohio, Indiana, Illinois, Iowa and Missouri. It is the responsibility of the Service to encourage cooperative projects through cooperative efforts that will increase awareness and the participation of partners in the community for the conservation of fish, plant and wildlife resources on private and public lands. DU has a keen interest in supporting wetland restoration projects and has extensive experience and expertise in this field. DU has been a valued partner in countless successful wetland restoration projects previously accomplished through cooperation of the Service and DU.

This Agreement provides for the limited exchange of personnel, equipment, facilities and funds to obtain this goal.

IV. **SCOPE OF WORK:**

DU and the Service will provide the necessary personnel, materials, services, facilities and funds to perform all things necessary for or incidental to the performance of this Agreement.

A. **Description of Work/Objectives:**

1. The Service and DU have entered into this Agreement to restore and/or otherwise enhance various small wetlands in the states of Minnesota, Wisconsin, Michigan, Ohio, Indiana, Illinois, Iowa and Missouri to benefit migratory waterfowl and other natural resources. Each mutually agreed to task order awarded under this Agreement will be described separately. Each project will be described in detail and a budget will be provided for that particular task order.
2. Private lands that are developed, maintained, and managed in cooperation with private landowners to enhance the quality of habitat for waterfowl under multi-year Wildlife Extension Agreements (WEA) between the Service and the landowner. Each specific task order will contain a complete description of each parcel of land to be developed which will be awarded under this Agreement as a task order.
3. Public Lands-Projects performed on publicly owned land will not be subject to a WEA. The contributions made by DU will be acknowledged and considered on any publicly-owned land on any future management plans pertaining to subject lands for thirty (30) years following completion of subject project.

B. The Service will:

1. Provide to DU, proposed WEAs or Site Management Plans for projects DU will be contributing to. Supporting documentation including, Site Management Plans, Estimated Construction Costs will also be provided. A map or maps identifying the location of all basins to be restored, estimated surface acreage of each restored basin, estimated watershed acreage of each restored basin, and estimated development cost of each Site shall also be provided.
2. Provide funding support for construction and material costs to DU as agreed to in each Task Order between DU and the Service, for those projects that DU and the Service mutually select.
3. Ensure that all required permits, agreements, approvals, and access rights are obtained prior to any Site development.
4. Provide inspection services to confirm that all Site developments are completed in a timely manner and according to the terms of the contract applicable to subject project. The Service will maintain written inspection records and will provide timely copies of same to DU.
5. Ensure that each Site is being managed according to the Site's WEA or management plan to provide enhanced habitat for waterfowl and will manage all public land restored under this agreement in accordance with a management plan. The Sites will be checked periodically to assure proper functioning and landowner compliance with the terms of the Site's WEA. Mutually acceptable signs will be placed adjacent to selected Sites and/or at appropriate viewing locations, funding permitted.
6. Designate a Project Officer for each task order issued under this Agreement and will inform DU of any change in assigned Project Officer by providing written notification.
7. Provide DU and its officers, agents, employees, and the like, the right of reasonable access to the Sites.
8. The Service acknowledges that Ducks Unlimited may be using funds provided by a grant under the North American Wetlands Conservation Act (NAWCA) from the Service to perform work on this Agreement and that use of NAWCA funds imposes certain requirements, including requirements for the "management of the property ... in accordance with the objectives of NAWCA" (16 U.S.C. 4405(a)(3)), and that the Service is bound by the provisions of NAWCA as well as by other authorities under which it manages its real property, such as the National Wildlife Refuge Administration Act, (16 U.S.C. 668dd(2000)) as amended.

C. DU will:

1. Provide funding support for construction and material costs to contractors as agreed to in advance between DU and the Service, for those Projects that DU and the Service mutually select.
2. Provide when agreed to by DU, engineering services by DU employees. Any Architect/Engineer services, including survey work, soil analysis and project design work (development of plans and specifications) not provided by DU employees will be purchased with non-federal funds. The extent of engineering services, if any, to be provided by DU will be specified on the task order applicable to the project for which the engineering services will be provided. DU will provide a cost estimate for these engineering services. If the project requires a specific or minimum percent cost share or match, cost estimates will be subject to review by the Service to ensure that required shares are met.
3. Designate a Project Officer for each task order issued under this Agreement and inform the Service of any changes in said Project Officer by providing written notification.

D. DU and Service mutually agree:

1. To select each project under which DU and the Service will provide funding.
2. To consider any proposed changes in site development plans and specifications that might be deemed necessary as individual WEA's are implemented.
3. To cooperate in the final inspection of each site development prior to its acceptance unless it is mutually deemed to be unnecessary.
4. To cooperate in recognizing all parties who have made contributions to the Sites' developments in all written or verbal references thereto. Additional recognition may involve signs, plaques, or cairns.
5. To review periodically the sites that have been enhanced pursuant to this Agreement, and to study and consider any suggested modifications in the management thereof.
6. That both parties be allowed to review and verify the cost estimates of the other party.

V. **REPORTS**

The project officer for each task order under this Agreement will determine the extent of reports required for the project. This requirement will be addressed within each task order under this Agreement.

VI. **PERIOD OF PERFORMANCE:**

The period of performance of this Cooperative Agreement is from the effective date of signature by the DU representative and the Service Contracting Officer (or authorized Service official) through August 12, 2007.

VII. **FINANCIAL ADMINISTRATION:**

3. **Service Funding:** The total funding contributed by the Service is shown on each individual task order under this Agreement. DU must not accrue expenditures to be charged to the Service nor will the Service be obligated to reimburse the Recipient for expenditures in excess of the obligated amount. Should excess costs be expected, DU shall contact the Service Program Officer for mutual approval and to determine the availability of funding for the excess costs by DU and the Service.
4. **Other Contributions:** DU's cost-sharing contribution to the Agreement, whether in actual dollars or in-kind services, personnel, etc., will be shown on each individual task order under this Agreement attached as a budget accompanying the project description. DU will not be obligated to reimburse the Service for expenditures in excess of its' obligated amount.
5. **Pre-award Costs:** Pre-award costs under this Agreement include direct and indirect expenses incurred by DU prior to the actual award date of the Agreement. All pre-award costs are incurred at the Recipient's risk (i.e., the Service is under no obligation to reimburse such costs if for any reason the Recipient does not receive an award or if the award is less than anticipated and inadequate to cover such costs).
6. **Travel Costs:** Travel expenses incurred by DU exclusively in direct performance of this Agreement shall not exceed the Recipient's standard, written, travel policy or the rates listed in the Government Travel Regulations.
7. **Payment Schedule:** Requests for Reimbursement by DU shall be made through the submission of a SF-270 form. Reimbursable payments will be made by electronic transfer to DU on a monthly/quarterly basis. All Recipients, which are not currently receiving funds electronically from the Department of the Interior or Fish and Wildlife Service, are responsible for completing a SF 3881(ACH) and forwarding it to the Service Program Officer. The Division of CGS will provide a SF 3881(ACH) upon

request. The Recipient shall submit an original and two copies of invoices to the Service Program Officer for approval and transmittal to the paying office. All invoices shall include a reference to the Cooperative Agreement Number and the Task Order Number.

8. Sub-awards (if applicable). DU shall identify any proposed sub-recipients of financial assistance in the form of money or property in lieu of money, including not-to-exceed amount authorized by pre-award negotiations. (42 CFR §12.43 and §12.902)
9. DU must furnish the following minimum information in support of all costs invoiced:
 1. The period of performance for the costs claimed.
 2. Current and cumulative expenditures by cost categories in the approved budget, and any other supporting data for unusual expenditures.
- H. DU and the Service must expend funds identified in each task order unless that task order is modified by proper officials of each party. At the end of the period of performance, DU must refund any unused Service funds to the U.S. Government and the Service must refund any unused DU funds to DU. Funds must not be used for travel by U.S. Government personnel.

I. Each task order may be negotiated to include payment of some, all or none of DU's indirect cost rate. No task order may include an indirect cost rate higher than the rate established through the execution of a Nonprofit Organization Indirect Cost Negotiation Agreement established by the U.S. Department of Agriculture (USDA). DU's current indirect cost rate has been established at 18.96% by the USDA. Upon confirmation from USDA of a revised rate, this Agreement shall automatically incorporate that revised rate.

VIII. **GOVERNMENT FURNISHED PROPERTY**

(Equipment means tangible non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.) A Recipient may use its own definition of equipment if such definition would at least include all equipment as defined above.

The Service has not authorized DU to incur expenses for capital equipment and/or property to be chargeable to the Service.

The Service will provide DU the use of government-furnished property if determined necessary by the Service Program Officer, that property will be listed on the corresponding task order under this Agreement for the project requiring the use of government-furnished property to assist in the performance of the task order. DU shall be

responsible for all routine maintenance of such equipment or vehicles. At the end of the performance period for that project, or sooner if requested by the government receipt holder, DU shall return equipment (property or material) in the same condition as received, normal wear and tear expected. DU shall compensate the government for any damage or loss caused by DU.

IX. PROGRAM OFFICERS

- A. The Service Program Officer is responsible for administering the performance of work under this Agreement. However, no understanding, agreement, task order, modification, change order, or other matter deviating from the terms of this Agreement shall be effective or binding upon the Government unless formalized by proper documentation executed by the Service Contracting Officer.

On all matters that pertain to the Agreement's terms, DU shall communicate with the Contracting Officer. Whenever, in the opinion of DU, the Program Officer requests effort outside the scope of the Agreement, the DU shall so advise the Program Officer. If there still exists a disagreement as to proper work coverage, DU shall notify the Contracting Officer in writing immediately. Proceeding with work outside the terms and conditions of the Agreement could result in nonpayment of invoices.

- B. Program Officer for the U.S. Fish and Wildlife Service (for the basic Agreement, individual task orders may have other project officers assigned)

Barbara Pardo
U.S. Fish and Wildlife Service
Bishop Henry Whipple Federal Bldg.
Room 603
1 Federal Drive
Fort Snelling, MN 55111-4056
(612) 713-5433

- C. Program Officers for Recipient (for the basic Agreement, individual projects may have other project officers assigned)

Jeffrey Nelson
Ducks Unlimited, Inc.
Great Plains Region
2525 River Road
Bismarck, ND 58503-9011
(701) 355-3500
(MN and IA)

Richard Pierce
Ducks Unlimited, Inc.
Great Lakes/Atlantic Region
331 Metty Drive, Suite 4
Ann Arbor, MI 48103
(734) 623-2000
(WI, MI, OH, IN, IL)

Ken Babcock
Ducks Unlimited, Inc.
Southern Region
193 Business Park Dr., Suite E
Ridgeland, MS 39157-6026
(601) 956-1936
(MO)

X. ADMINISTRATIVE OFFICERS

A. Administrative/Contracting Officer for the U.S. Fish and Wildlife Service.

Clark A. Bartelt
U.S. Fish and Wildlife Service
Bishop Henry Whipple Federal Bldg.
Room 652
1 Federal Drive
Fort Snelling, MN 55111-4056
(612) 713-5214

B. Administrative Officers for the Recipient.

Pamela Schell
Ducks Unlimited, Inc.
Great Plains Region
2525 River Road
Bismarck, ND 58503-9011
(701) 355-3500

Laurie Salzler
Ducks Unlimited, Inc.
Great Lakes/Atlantic Region
331 Metty Drive, Suite 4
Ann Arbor, MI 48103
(734) 623-2000

Bobby Massey
Ducks Unlimited, Inc.
Southern Region
193 Business Park Dr., Suite E
Ridgeland, MS 39157-6026
(601) 956-1956

XI. AMENDMENTS AND MODIFICATIONS

Mutual agreement may amend this agreement. Either party may propose modifications or renewals anytime during performance which shall become effective upon written approval of both parties.

XII. TERMINATION

Either party may terminate this agreement after providing sixty (60) days written notification to the other party of its intent to withdraw support. In which case, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

XIII. GENERAL PROVISIONS (See attachment A)

XIV. CERTIFICATIONS

The Certifications Applicable to Federal Domestic Grants and Cooperative Agreements executed by the Recipient, is a part of this Agreement and incorporated as attachment B. In witness whereof, each party has caused this Agreement to be executed by an authorized official on the day and year set forth below their signature.

U.S. FISH AND WILDLIFE SERVICE

//signed//

11/21/02

Signature

Date

Clark A. Bartelt
Contracting Officer

DUCKS UNLIMITED, INC.

//signed//

11/22/02

Signature

Date

Bruce D. J. Batt
Chief Biologist