

FWS Agreement No:
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Charge Code:61130-1113-6WUF 4K
Amount Obligated: \$530,000.00
CFDA Number: 15.615
DUNS Number:

COOPERATIVE AGREEMENT

between

U.S. Fish and Wildlife Service, Region 6

and

Montana Department of Fish, Wildlife & Parks

I. AUTHORITY

This agreement between the U.S. Department of the Interior, Fish and Wildlife Service (hereinafter referred to as the "Service") and Montana Department of Fish, Wildlife & Parks (hereinafter referred to as MFWP) is entered into under the authority of Fish and Wildlife Coordination Act of 1934 (16 USC Section 661-666), as amended; Federal Grants and Cooperative Agreement Act of 1977 (P.O. 95-224); Endangered Species Act of 1973 (16 USC 1531-1543), and Final Rule, Endangered and threatened wildlife and Plants; Regulation for nonessential experimental populations of the Western Distinct Population Segment of the Gray Wolf; Final rule (50CFR Part 17.84(n)).

II. BACKGROUND

Wolf recovery has been occurring in Montana since the early 1980's. Gray wolves increased in number and expanded their distribution in Montana, because of natural emigration from Canada and a successful federal effort that reintroduced wolves into Yellowstone National Park and the wilderness areas of central Idaho. Since 1974, the Service has managed wolves in Montana under the authority of the Endangered Species Act. Wolves in northern Montana are currently being managed as "endangered" species. Wolves in the rest of southern Montana are managed as "experimental, non-essential" according to regulations that became effective February 2005.

The biological requirements for wolf recovery in the northern Rocky Mountains of Montana, Idaho, and Wyoming were met in December 2002. Before the Service can propose to delist gray wolves, federal managers must be confident that a secure, viable

population of gray wolves will persist if protections of the Endangered Species Act were removed. To provide that assurance, the states of Montana, Idaho, and Wyoming developed wolf conservation and management plans and adopted other regulatory mechanisms in state law.

In late 2003, all three states submitted wolf management plans to the Service for review. Based on the Service's independent review of the state management plans and state law, analysis of the comments of independent peer reviewers and the states' responses to those reviews, the Service approved the Montana and Idaho management plans as being adequate to assure maintenance their state's share of the recovered tri-state wolf population. Wyoming's plan, however, was not approved. The Service can not propose delisting until the Wyoming plan can be approved.

At this time, a Service proposal to delist gray wolves in the northern Rocky Mountains is delayed indefinitely. Even though the Service invited active state participation throughout the recovery efforts, MFWP had previously declined active field involvement. However, the approved state plan now provides clear direction for wolf conservation and management activities by MFWP and Montana is prepared to assume management authority to the maximum extent possible under federal statutes and regulations. MFWP intends to conduct wolf monitoring, research, and education and information programs for the gray wolf throughout the entire state of Montana. Montana, which has an approved state wolf management plan, requested designated agent status within 50CFR17.84(n) to assume wolf management authority for certain actions within the boundaries of the nonessential experimental population areas in Montana. Montana also requested a Section 10a1(A) permit to conduct certain actions within that area of Montana where wolves are listed as endangered. This Cooperative Agreement authorizes MFWP as a designated agent in the experimental population areas and describes other actions Montana will take under Section 10(j) and Section 10(a)1(A) to conduct wolf management activities in Montana.

III. PURPOSE AND OBJECTIVES

This Agreement between the Service and MFWP is entered into in order to facilitate and enable increased participation by MFWP while wolves remain listed and to further the conservation and recovery of the gray wolf. MFWP will begin to implement its Service-approved state conservation and management plan to the extent possible and according to the federal guidelines established by the nonessential experimental population rule 50 CFR 17.40(n) for the 2005 10(j) experimental population area across southern Montana and by the 1999 Wolf Control Plan and a Section 10(a)1(A) permit for endangered gray wolves in northern Montana. MFWP, subject to Service oversight, will assume the leadership of the program both at the field implementation and decision-making level for wolves throughout Montana, within the Services' regulatory and policy framework. Because half of Montana lies within the endangered area and half lies within the experimental population area, this Agreement will conserve a recovered wolf population, help assure standardized implementation of federal rules, policies, and the state wolf plan

throughout Montana while wolves remain listed, and assure a smooth transition to state-led conservation and management upon delisting.

The Montana wolf plan underwent extensive public comment and scientific review. It provides for transparent, consistent decision-making within the confines of the federal rules and is generally supported by the public. This Agreement will allow Montana to make discretionary decisions within the scope of federal regulations and policies throughout Montana. The 2005 10(j) nonessential experimental population rule and the 1999 Interim Wolf Control Plan also underwent extensive public comment and peer review and provide a mechanism for decision making for wolf conservation and management under the ESA and provide clear guidance to direct MFWP field activities under designated agents status or appropriate federal permit[s]. The professional depth and state-wide distribution of the MFWP organization will provide for more resources to manage wolves in Montana to conserve the wolf population above recovery levels and to also minimize conflicts with people. MFWP's active participation in wolf conservation and management will help to increase local acceptance and tolerance of wolves.

In addition to conducting traditional wolf management such as, population monitoring, research, and public outreach, this agreement also authorizes Montana Fish, Wildlife and Parks to be a 'designated agent' of the Service for purposes of wolf management in the nonessential experimental population areas of Montana according to the 2005 10j experimental population rule. This agreement also, in conjunction with the appropriate Section 10(a)1(A) permit, authorizes Montana to conduct traditional wolf management such as population monitoring, direct problem wolf control, coordinate and authorize research, and coordinate and lead wolf information and education programs for endangered wolves in northern Montana.

IV. RESPONSIBILITIES OF THE PARTIES:

A. The Service agrees to:

1. Be responsible for all Endangered Species Act Section 7 consultation throughout Montana.
2. Issue written authorization for wolf take by private citizens on tribal reservations when appropriate.
3. Coordinate with tribal authorities for non-lethal and lethal wolf control, population monitoring, and wolf management on tribal reservations.
4. Expedite obtaining appropriate and necessary federal permits so MFWP can carry out wolf management in Montana.
5. Loan existing Service-owned wolf-related field equipment already being used in Montana to assist MFWP to carry out wolf management and the duties and responsibilities identified in this Agreement.
6. Subject to annual appropriations, provide annual funding to MFWP to assist the state to carry out wolf management and the duties and responsibilities identified in this Agreement.

7. Continue to lead law enforcement efforts involving the Endangered Species Act and other federal laws regarding wolves in Montana while cooperating and coordinating with MFWP and other agencies as appropriate.
8. Assist MFWP, as requested and as resources allow, for overall program administration and assist in coordination on wolf issues involving adjacent states.

B. MFWP shall:

1. Implement the Montana Wolf Conservation and Management Plan to the extent permitted by federal regulations and policy on all lands within Montana outside of tribal reservation boundaries, national parks and national wildlife refuges.
2. Lead the field portion of the program and act as a designated agent of the Service in the nonessential experimental population areas [10j] and be the lead agency to the extent permitted by appropriate federal permits/regulations in those portions of Montana where wolves are listed as endangered to:
 - a. Monitor the Montana wolf population, using a combination of surveys, capture and radio telemetry, and non-invasive monitoring and survey techniques.
 - b. Conduct, coordinate, and facilitate research involving wolves and issue written authorization for such research as appropriate.
 - c. Conduct public outreach and provide information about wolves and wolf management in Montana.
 - d. Implement proactive strategies and conduct or direct non-lethal and lethal control actions to reduce and/or resolve wolf-livestock and dog conflicts and human safety concerns.
 - e. Direct the field work of USDA Wildlife Services when non-lethal or lethal control is warranted as long as such decisions are within the guidelines established by the 2005 experimental population rule or the Services 1999 Interim Wolf Control Plan, as applicable.
 - f. Provide written authorization to private citizens to take wolves under the 10j regulations in the experimental population areas as provided by the 2005 experimental population rule, including those for intentional harassment and shoot on sight where warranted.
 - g. Dispose of wolf parts/specimens (hides, skulls etc.) for scientific and educational purposes after consultation and concurrence from Service law enforcement agents.
3. Provide, administratively support, and supervise adequate staffing, including any MFWP volunteers, to carry out these duties.
4. Maintain all federal equipment in good working order, as is reasonable.

5. Communicate frequently with the Service's Wolf Recovery Coordinator or appropriate Service representative and, if requested, provide weekly summaries of field activities and important developments.
6. Prepare an annual report and submit it to the Service by March 1 of each year.
7. Share data and collaborate with the Service and other agency cooperators for the purposes of scientific and popular publications.
8. Lead law enforcement efforts involving Montana state laws and wolves in Montana while cooperating/coordinating with the Service and other agencies as appropriate.

V. PERIOD OF PERFORMANCE

This agreement is effective through June 2010, or the wolf population in Montana is removed from the federal list of threatened or endangered species, or until amended.

VI. AWARD AMOUNT

The Services total financial contribution is expected to be \$3,715,000.00, of which \$530,000.00 is currently obligated for the period of performance beginning February 1, 2005 through September 30, 2005 or until spent. The balance of \$3,185,000.00 is subject to availability of funds for the remaining period of performance at a rate of \$637,000.00 per additional fiscal year. All funds obligated will carryover until spent or completion of the agreement which is June 30, 2010. The funds may be spent anywhere in Montana for wolf conservation and management purposes. This agreement will be modified annually to transfer funding for state-led wolf management activities.

VII. PAYMENT PROVISIONS

See previous.

VIII. ADMINISTRATIVE OFFICER

- A. Upon acceptance of the terms and conditions of this agreement, the recipient may submit requests for payment, either an invoice or a Standard Form 270, Request for Advance or Reimbursement, no more frequently than monthly. Arrangements may be made for payments by electronic fund transfers if the recipient's bank has this capability.
- B. The original and two copies of each invoice/payment request shall be submitted to the Service Project Officer identified below for review and recommendation for payment to be forwarded to the Service Administrative Officer for approval and submission for disbursement. In accordance with U.S. Treasury regulations, payments will be made within 30 calendar days after receipt and approval of a

proper invoice. Payment of the final invoice will be made available after the Service Project Officer accepts the final report/deliverable.

- C. Should the 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 OMB Circulars (A-21, Cost Principles for Educational Institutions; A-87, Cost Principles for State and Local Governments; A-122, Cost Principles for Nonprofit Organizations; 48 CFR 31.2 cost principles for commercial organizations (and for individual recipients)) and the approved budget shall be refunded.
- D. 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.

ADMINISTRATIVE OFFICER

- A. Howard J. Cole, Contracting Officer
P.O. Box 25486
Denver, CO 80225
(303)236-4321
Fax: (303)236-4791
Howard_Cole@fws.gov
- B. Montana Fish, Wildlife & Parks
Caryn Amacher
1420 E. 6th Ave.
P.O. Box 200701
Helena, MT 59620-0701
(406) 444-3677

IX. PROJECT OFFICERS

Montana Fish, Wildlife & Parks
Carolyn Sime, Wolf Coordinator
1420 E. 6th Ave.
P.O. Box 200701
Helena, MT 59620-0701
(406) 841-4016

USFWS, Edward E. Bangs
Wolf Recovery Coordinator
100 N. Park, #320

Helena, MT 59601
(406)449-5225 x204

X. REPORTING and/or DELIVERY REQUIREMENTS

Montana Fish, Wildlife & Parks shall submit an annual progress report to the Service Project Officer, USFWS, 100 N. Park, #320, Helena, MT 59601, by March 1, each year of the period of performance of this agreement.

XI. TERMS AND CONDITIONS

A. Minority Business Enterprise/Woman-owned Business Enterprise (MBE/WBE) reporting:

1. In accordance with OMB Circulars, 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 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 recipient is required to submit a written report to the Service Administrative 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 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 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 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, 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 Department of the Interior regulations governing assistance agreements with state, local, or Indian tribal government at subparts B-E of 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, (plus relevant circulars of the Office of Management and Budget as referenced in these regulations), are applicable to this agreement and are incorporated by reference with the same force and effect as if they were given in full text. Upon request, the Service's Division of Contracting and General Services will make the full text of these regulations available.
2. The 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 recipients, their Social Security Number(s). **Privacy Act Notice:** The Service is required to obtain this information to process any payment to the 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, 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.

- C. Certifications The certifications applicable to Federal grants and cooperative agreements must be signed by an authorized representative of the recipient prior to award of this agreement. The certifications applicable to this agreement are included as attachment

XII. MODIFICATIONS

Amendments or renewals may be proposed at any time during the period of performance by either party and shall become effective upon signing by both parties. No change to this agreement shall be binding upon the service or recipient unless and until reduced to writing and signed by both parties.

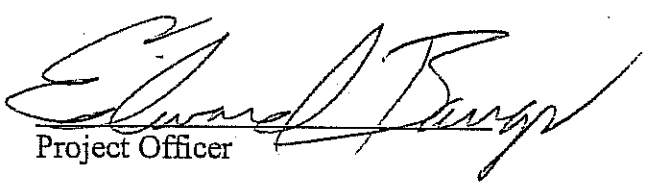
XIII. SPECIAL PROVISIONS

- A. Montana may renegotiate the responsibilities identified in this agreement if Service funding from the wolf recovery program is discontinued or decreased or Montana is unable to fulfill the responsibilities agreed to herein.
- B. The results of any studies of investigations accomplished under the agreement may be published jointly by the parties or by either party separately. Appropriate credits to the United States Department of the 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.
- C. 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.
- D. News releases and other publicity issued by either party concerning this agreement shall be coordinated between the Service and MFWP and give due credit to all parties to this agreement.
- E. Equipment purchased with funding from this agreement will remain the property of MFWP if the agreement should be terminated.
- F. No member of, or delegate to, Congress or resident commissioner shall be admitted to any share of part of this agreement or to any benefit that may rise there from. This provision shall not be construed to extend to this agreement if made with corporation for its general benefit.

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**Budget Certification
Agreements
Region 6**

The attached budget for the Agreement to (insert name of recipient) in the amount of (insert \$ amount) has been reviewed and approved. I certify, as the project officer, that the budget items are in conformance with the objectives and scope of work for this project.


Project Officer

18 April 2005
Date