

CCS Agreement Number: 14-48-0006-94-1103
DCN: 65520-4-0028
Cost Structure: 65520-1261-C6C7
Service Amount: \$15,000.00
OMP Amount: \$15,000.00

**CHALLENGE COST SHARE AGREEMENT
BETWEEN
U.S. FISH AND WILDLIFE SERVICE
AND
OWL MOUNTAIN PARTNERSHIP**

I. PURPOSE AND AUTHORITY

This Challenge Cost Share Agreement between the U.S. Fish and Wildlife Service (Service) and the Owl Mountain Partnership (OMP) is entered into under the authority of the U.S. Fish and Wildlife Coordination Act 16 U.S.C. 661-667, and the provisions of the Interior and Related Agencies Appropriation Act, Pub. Law 101-154.

The purpose of this Challenge Cost Share Agreement is for the Service and the OMP to enter into a cooperative effort to determine and evaluate how to best manage meadow and riparian lands on the refuge and adjacent lands in the Owl Mountain area through a variety of applied management treatments for the benefit of migratory birds and other wildlife, and to improve and maintain overall ecosystem health. Both parties will benefit from the cooperative opportunities to promote an ecosystem approach to landscape management in protecting, preserving and enhancing the Owl Mountain area's resources as well as the development of informational and educational materials for public distribution.

II. SCOPE OF WORK

For the period set forth, the OMP and the Service will provide the necessary personnel, materials, services, facilities, funds and otherwise perform all things necessary for, or incidental to, the performance of this cost-share agreement.

A. The OMP will:

- 1) Organize and schedule two riparian management oriented workshops to train and encourage partners and others to implement selected resource management practices where applicable. The workshops will involve: a) stream evaluation for instream fisheries improvements and b) dormant willow planting techniques for stream bank enhancement.

- 2) Provide personnel (state agencies, colleges, private organizations and others) along with necessary equipment and support services to conduct meadow/riparian vegetative transects and monitor specific plant community and associated wildlife responses to a variety of habitat management treatments including various grazing systems.
- 3) Develop and maintain a photographic and/or video record of resource responses to applied management treatments to improve overall ecosystem health.

B. The Service will:

- 1) Provide a field coordinator who will be responsible for directing all activities associated with the inventorying and collecting of resource data. Coordinator will also be responsible for implementing various management treatments as prescribed in the Riparian/Meadow Management Strategies Project outline.
- 2) Coordinate the services of various youth groups and others, to cut, store and plant up to 20,000 willow sprigs along the banks of the Illinois River located within the project area.
- 3) Provide any available support and information needed by OMP to complete the project agreement.

C. Deliverables and Reports:

- 1) The OMP will ensure that all informational and educational materials associated with this project will be made available for public distribution.
- 2) The parties agree that it is the responsibility of the OMP to keep the Service informed of project progress. A progress report (original and one copy) that includes actual accomplishments and findings, and outlines financial expenditures by matching funds and those funded by Challenge Cost Share funds will be submitted to the Service at the end of the third quarter (June 30, 1994).
- 3) The OMP will submit an original and one copy of a final report (within 60 days) at the earlier of the conclusion of the project or conclusion of the grant period. Report should include a summary of accomplishments, expenditures, problems and management recommendations.

III. FINANCIAL ADMINISTRATION

The OMP and the Service agree on the total project cost of \$30,000. The Service will provide \$15,000 in funds and the OMP will provide \$15,000 in a combination of funds and in-kind services.

IV. SPECIAL PROVISIONS

- A. The scope of work and terms of agreement may be modified or amended at any time by mutual consent of the signatory parties.
- B. The Service's General Provision for Grants and Cooperative Agreements, dated September 1993, is applicable to the Cost-Share Agreement and is hereby incorporated by reference.
- C. The Service and OMP agree to be responsible for damages to their own property and injuries to their own employees/volunteers, except for damages/injuries resulting from the fault or negligence of the other party. Any claim for damages to property or persons made against the Governments will be pursued in accordance with the provision of the Federal Tort Claims Act.
- D. The OMP shall give the Service, the Comptroller General, or any other auditor selected by the Service, through any authorized representative, access to and the right to examine all books, papers, or documents related to the award.
- E. The OMP shall comply with all Federal statutes relating to non-discrimination. These include but are not limited to Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color, handicap, or national origin.
- F. Improvements placed on Service land at the direction of either of the parties, shall become the property of the United States. They shall be subject to the same Service regulations and administration as all other Service improvements of a similar nature.
- G. No part of this agreement shall entitle the OMP to any share or interest in the project other than the right to use the project under the regulations of the Service.
- H. No member of, or Delegate to Congress shall be admitted to any share or part of this agreement, or any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- I. The OMP shall obtain the prior review and approval of the Service for all printed and other informational materials distributed to the public by the OMP in connection with this agreement.

V. PROJECT OFFICERS

Project Officers, for the purpose of administering this agreement, including the receiving and reviewing of reports (if required) are:

U.S. Fish and Wildlife Service
Eugene C. Patten, Project Leader
PO Box 457
Walden, CO 80480
(303) 723-8202

Owl Mountain Partnership
Stephen H. Porter, Project Manager
PO Box 737
Walden, CO 80480
(303) 723-0020

VI. PERIOD OF AGREEMENT

This Challenge Cost-Share Agreement will be effective when signed by both parties and will continue in effect until September 30, 1994. It may be modified, extended, or terminated at any time by either party by giving 30 days written notice or mutual agreement of the parties.

VII. CERTIFICATION ADDENDUM

By signature below, the OMP affirms that no less than 50 percent of the total cost of each project will be contributed by OMP and that no portion of the OMP's contribution is of Federal origin. Cost share value can be derived from labor, material, equipment, land, water, and/or cash.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the last date written below.

U.S. Fish and Wildlife Service

Owl Mountain Partnership

By: [Signature]
(Name)

By: [Signature]
(Name)

ACTING REGIONAL DIRECTOR
(Title)

Project manager
(Title) Owl Mountain Partnership
P.O. Box 737 Walden, CO
80480

4/21/94
(Date)

4/15/94
(Date)

VIII. CCSA SUFFICIENCY REVIEW

BY: [Signature]
Contracting Officer

DATE: 3/29/94