

FWS NO: 14-48-0001-
DCN: 14420-5-
Charge Code: 14420-1113-1029
Amount Obligated: \$125,000

COOPERATIVE AGREEMENT

between

Nes Perce Tribe, Wildlife Program

and

U.S. Fish and Wildlife Service
Region 1

I. AUTHORITY

This Cooperative Agreement, made and entered into, by and between the government of the Nes Perce Tribe, (hereinafter referred to as the Tribe), and the Fish and Wildlife Service, U.S. Department of the Interior (hereinafter referred to as the Service), under the authority of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531-43).

II. PURPOSE

This Cooperative Agreement is entered into between the Service and the Tribe for the purpose of:

A. The Tribe desires to develop and implement a Wolf Recovery and Management Plan (Plan), and to assume primary operational responsibilities for reintroduction of wolves in that part of the state of Idaho south of Interstate 90, where wolves are designated as "nonessential, experimental populations" under the Endangered Species Act.

B. The Service is interested in assisting the Tribe in developing *and* implementing the Plan. Based on the Endangered Species Act, the Service is responsible for recovering species listed as endangered or threatened, and as such, will retain supervisory authority over the Tribe to ensure that the Tribe complies with its Plan and that said plan is effective in recovering wolf populations in central Idaho.

III. PERIOD OF PERFORMANCE

The period of performance of the Cooperative Agreement is from the date signed by both parties, and shall remain in effect through September 30, 1995 or until terminated in accordance with section XI of this Contract, whichever first occurs.

IV. OBLIGATION OF THE PARTIES

A. The Service agrees to:

1. Provide funding of no less than \$125,000 to the Tribe to employ personnel and purchase equipment to develop and implement the Plan and conduct all activities associated with reintroduction of wolves in Idaho between January 15, 1995 and September 30, 1995.
2. Provide the Tribe with assistance in developing information and educational materials and conduct public outreach programs regarding wolves and wolf recovery.
3. Maintain full responsibility for recovery and management of wolves in that part of the State north of Interstate 90.

B. The Tribe agrees to:

1. Develop and implement the Plan in the experimental population areas in Idaho.
2. Employ, supervise, and train personnel to conduct wolf monitoring.
3. Conduct wolf recovery and management activities, including monitoring of wolves, conducting related field work, and investigating and controlling problem wolves, among affected agencies. Such agencies include, but are not limited to, the Service, U.S. Forest Service, U.S. Bureau of Land Management, Idaho Department of Fish and Game, and USDA APHIS Animal Damage Control.
4. Assist the Service in the investigation and enforcement of potential violations of the Endangered Species Act.
5. Assist the Service with briefings to apprise other agencies and the public of current status of planning, wolf populations, and wolf management activities.
6. Provide weekly updates and monthly reports to the Service (Idaho State Office) on progress of wolf recovery and management activities.
7. Make available project-related information requested by the Service.
8. Use contract funds only for the above-listed activities. (The Tribe's budget is attached.)
9. The Service shall not be responsible for the damage or loss of any equipment owned and used by the Tribe in carrying out this Agreement.

10. Return any Service-owned equipment within thirty (30) days of the termination of this Agreement whether the Service has requested return or not. Such equipment shall be in essentially the same condition as when the equipment was loaned to the Tribe, reasonable wear and tear excepted. The Tribe shall keep any equipment provided or purchased by the Tribe.

V. PROJECT OFFICERS

A. Project Officer for the Service:

Charles H. Lobdell
U.S. Fish and Wildlife Service
Idaho State Office - Ecological Services
4696 Overland Road, Room 576
Boise, Idaho 83705
Phone: 208-334-1931

B. Project Officer for the Tribe:

Keith Lawrence
Nez Perce Tribe

VII. FUNDING

The Tribe shall be reimbursed for their allowable costs as specified in this Agreement. The Tribe shall request reimbursement by submitting a Standard Form 270 - see General Provision 10.

VIII. MODIFICATIONS

Modifications to the agreement may be proposed by either party and shall be effected by issuance of a written instrument using Standard Form 30 Amendment of Solicitation/Modification of Contract.

IX. GENERAL PROVISIONS

The U.S. Fish and Wildlife Service General Provisions for Grants and Cooperative Agreements are incorporated herein as Attachment 2.

X. INDEMNIFICATION

A. The Tribe is, and shall be, regarded as an independent Contractor and assumes and agrees to protect, indemnify and hold harmless the Service and its employees and agents from all liability and expense on account of claims, suits and costs growing out of, or connected with, any operation by the Contractor or its employees or agents pertaining to this Agreement. Provided, however, that the Service shall not be relieved hereby from liability for its own negligence or that of its employees or agents.

B. The Tribe's employees are and shall remain employees of the Contractor, who shall be solely responsible for the payment of such employees'

compensations, including provisions for withholding and payment of FICA, Workmen's Compensation, and any other taxes associated with employment or interest or penalties associated with such compensation or taxes.

XI. TERMINATION

A. Either party hereto may terminate this Agreement at any time by giving the other party thirty (30) days written notice of such termination.