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USFWS

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Charge Code: 61130-1113-6WUF
Amount Obligated: \$ 530,000.00
CFDA Number: 15.617
DUNS Number: 809791007

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 MTFWP) is entered into under the authority of Fish and Wildlife Coordination Act of 1934 (16 USC Section 661-666c; 48 stat. 401), as amended; Endangered Species Act of 1973 (16 USC 1531-1543; 87 State. 884), and Final Rule, Endangered and threatened wildlife and Plans; 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, MTFWP had previously declined active field involvement. However, the approved state plan now provides clear direction for wolf conservation and management activities by MTFWP and Montana is prepared to assume management authority to the maximum extent possible under federal regulations.

III. PURPOSE AND OBJECTIVES

This Agreement between the Service and MTFWP is entered into in order to facilitate and enable increased participation by MTFWP while wolves remain listed and to further the conservation and recovery of the gray wolf. MTFWP 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 10j experimental population area across southern Montana and by the 1999 Wolf Control Plan for endangered gray wolves in northern Montana. MTFWP will assume the leadership of the program both at the field implementation and decision-making level for wolves throughout Montana. 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 10j nonessential experimental population rule and the 1999 Interim Wolf Control Plan also underwent extensive public comment and peer review and provide a mechanism for wolf conservation and management under the ESA and provide clear guidance to direct MTFWP activities. The professional depth and state-wide distribution of the MTFWP 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. MTFWP'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 appropriate federal permits, 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 shall:

1. Conduct all Endangered Species Act Section 7 consultation throughout Montana.
2. Issue written authorization for wolf take by private citizens on tribal reservations.
3. Coordinate with tribal authorities for non-lethal and lethal wolf control, population monitoring, and wolf management on tribal reservations.
4. Provide all appropriate and necessary federal permits to MTFWP to carry out wolf management in Montana.
5. Loan existing Service-owned wolf-related field equipment already being used in Montana to assist MTFWP to carry out wolf management and the duties and responsibilities identified in this Agreement.
6. Provide annual funding to MTFWP to assist the state to carry out wolf management and the duties and responsibilities identified in this Agreement.
7. Lead law enforcement efforts involving the Endangered Species Act and other federal laws regarding wolves in Montana while cooperating and coordinating with MTFWP and other agencies as appropriate.
8. Assist MTFWP, as requested and as resources allow, for overall program administration and assist in coordination on wolf issues involving adjacent states.

B. MTFWP 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 and coordinate research involving wolves and issue written authorization for such research as appropriate.
 - c. Conduct public outreach and provide information about wolves in Montana.
 - d. Implement proactive strategies and conduct or direct non-lethal and lethal control actions to reduce and/or resolve wolf-livestock 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. Recommend dispose of wolf parts/specimens (hides, skulls etc.) for scientific and educational purposes after consultation and concurrence from Service law enforcement agents.
3. Maintain all federal equipment in good working order, as is reasonable.
4. 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.
5. Prepare an annual report and submit it to the Service by March 1 of each year.
6. Share data and collaborate with the Service and other agency cooperators for the purposes of scientific and popular publications.
7. 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 July 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 \$1,751,000.00, of which \$530,000.00 is currently obligated for the period of performance beginning April 1, 2005 through September 30, 2005 or until spent. The balance of \$1,204,000.00 is subject to availability of funds for the remaining period of performance at a rate of at least \$321,000.00 per additional fiscal year. All funds obligated will carryover until spent or completion of the agreement which is July 31, 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

- 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.

VIII. ADMINISTRATIVE OFFICERS

A. Carol A. Beatty, Contracting Officer
P.O. Box 25486
Denver, CO 80225
(303)236-4320
Fax: (303)236-4791
Carol_Beatty@fws.gov

B. Montana Fish, Wildlife & Parks
Caryn Amacher
1420 E. 6th Ave.
P.O. Box 200701
Helena, MT 59620-0701
(406) 444-3677

VIII. PROJECT OFFICERS

Montana Fish, Wildlife & Parks
Carolyn Sime
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

IX. 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 B.

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.

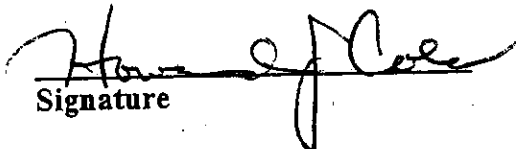
C. Any research data collected under this agreement shall be jointly owned by the parties to this agreement. Both parties shall have complete and unlimited access to all such data.

D. News releases and other publicity issued by either party concerning this agreement shall be coordinated between the Service and MTFWP and give due credit to all parties to this agreement.

E. 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 arise therefrom. This provision shall not be construed to extend to this agreement if made with corporation for its general benefit.

U.S. Fish & Wildlife Service

Montana Fish, Wildlife & Parks


Signature


Signature

Howard J. Cole
Contracting Officer FWS6-9098

Don Childress, Administrator
Name/Title

7/5/05
Date

6/28/05
Date

Martha Williams 6.28.05
legal review

GENERAL PROVISIONS for FINANCIAL ASSISTANCE

I. **Seat Belt Policies and Program:** 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.

II. The following OMB (Office of Management and Budget) Circulars and DOI (Department of the Interior) Regulations are hereby incorporated by reference in this agreement.

A. NON-PROFIT ORGANIZATIONS including INSTITUTIONS OF HIGHER EDUCATION & HOSPITALS

1. OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations
2. OMB Circular A-21 - Cost Principles for Educational Institutions
3. OMB Circular A-122 - Cost Principles for Non-Profit Organizations
4. OMB Circular A-133 - Audits of Institutions of Higher Education and Other Non-Profit Organizations

B. STATE/LOCAL GOVERNMENT and INDIAN TRIBES

1. OMB Circular A-102 - Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments
2. OMB Circular A-87 - Cost Principles for State and Local Governments
3. OMB Circular A-128 - Audits of State and Local Governments

C. PROFIT ORGANIZATIONS and INDIVIDUALS

1. 48 CFR Part 31.2 (Federal Acquisition Regulations) - Contracts with Commercial Organizations

D. THE FOLLOWING DOI REGULATIONS APPLY TO RECIPIENTS as indicated:

1. 43 CFR Part 12:
 - a. Subpart A - Administrative and Audit Requirements and Cost Principles for Assistance Programs. (all recipients)
 - b. Subpart B - Audit Requirements for State and Local Governments.
 - c. Subpart C - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - d. Subpart D - Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants). (all recipients)
 - e. Subpart E - Buy American Requirements for Assistance Programs. (all recipients)
 - f. Subpart F - Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

January 2002

ATTACHMENT - B

CERTIFICATIONS FOR FEDERAL GRANTS AND COOPERATIVE AGREEMENTS

U.S. Department of the Interior, U.S. Fish and Wildlife Service

CERTIFICATION REGARDING PROPOSAL SUBMISSION

The Recipient certifies that this agreement is for the support and stimulation of a 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.

CERTIFICATION REGARDING LOBBYING

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any grant or cooperative agreement.

2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

Submission of this certification by the recipient is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION REGARDING CONFLICT OF INTEREST

The 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 recipient agrees that if an actual or potential conflict of interest is discovered the recipient shall make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the recipient has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate or neutralize the actual or potential conflict.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION

1. The prospective participant certifies, by submission of proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its proposal.

DRUG-FREE WORKPLACE REQUIREMENTS

NOTE: This certification is a material representation of fact upon which reliance was placed when the agency determined to award the agreement. If it is later determined that the recipient knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

FOR RECIPIENTS OTHER THAN INDIVIDUALS, ALTERNATE I APPLIES
FOR RECIPIENT WHO ARE INDIVIDUALS, ALTERNATE II APPLIES

ALTERNATE I

A. The recipient certifies that it will provide a drug-free workplace by taking the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The recipient's policy of maintaining a drug-free workplace
 - c. Any available drug counseling, rehab, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by paragraph(a);
4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will -
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
5. Notifying the agency within 10 days after receiving notice under subparagraph (d)(2) from an employee otherwise receiving actual notice of such conviction;
6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehab program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs(a),(b),(c),(e) and (f).

B. The recipient shall insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement:

Place of Performance (Street address, city, county, state & zip)

ALTERNATE II

The recipient certifies that as a condition of the agreement, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the Agreement.

OMNIBUS CONSOLIDATED RESCISSIONS AND APPROPRIATIONS ACT OF 1996 AND THE ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT OF 1966

The Recipient certifies under Section 307(a) of PL 104-134, if funds are to be expended, the recipient must comply with sections two and four of the Buy American Act and purchase American-made equipment and products.

ANTI-DEFICIENCY ACT

The 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.

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 Recipient certifies that they will use the preferred method of measurement when applicable.

RESOURCE CONSERVATION AND RECOVERY ACT

As a result of this 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.

CERTIFICATION: THE ABOVE CERTIFICATIONS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

David Clark-Snustad Accounting & Property Bureau Chief
NAME & TITLE OF AUTHORIZED REPRESENTATIVE (Printed)

Taxpayer Identification Number or Social Security Number: 81-0302402

David Clark-Snustad 6/27/05
SIGNATURE DATE