

# TAB 38

Forest Service documents related to the Maintenance of Open Lands  
on the Land Between the Lakes National Recreation Area (Aug. 29, 2008)

**CHALLENGE COST SHARE STEWARDSHIP AGREEMENT**  
**between the**  
**THE NATIONAL WILD TURKEY FEDERATION**  
**and the**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**FOREST SERVICE, SOUTHERN REGION**  
**LAND BETWEEN THE LAKES NATIONAL RECREATION AREA**

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the National Wild Turkey Federation, hereinafter referred to as NWTF, and United States Department of Agriculture Forest Service, Land between the Lakes National Recreation Area are hereinafter referred to as LBL, under the provisions of the Department of Interior and Related Agencies Appropriation Act of 1992, P.L. 102-154 and the Consolidated Appropriations Resolution, 2003, Public Law 108-7, sec 323, amending Public Law 105-277, sec. 347.

**A. PURPOSE:**

The purpose of this agreement is to document the cooperative effort between the parties to restore, maintain and enhance wildlife habitat on the Land between the Lakes National Recreation Area using stewardship project authorities.

**B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The Forest Service is a land management agency dedicated to the wise use and multiple use management of National Forest lands, including the responsibility for maintaining and improving wildlife habitat.

The NWTF is a nonprofit organization whose mission is dedicated to the conservation of the wild turkey, preservation of the hunting tradition and conservation of other wildlife and their habitat. The NWTF has collaborated with federal and state wildlife agencies and others to improve habitats on private, corporate, and public lands. The NWTF's 584,000 volunteers and partners have worked hard to raise funds and to volunteer on projects that benefit the wild turkey and other associated game and non-game species throughout North America.

Both parties share an interest in promoting environmental education to the public. LBL has a goal to deliver an environmental education message to each visitor. NWTF has spent over 238 million dollars on conservation and education since 1985. NWTF's wide network of volunteers and partners will extend the coverage of LBL's environmental education message.

The Forest Service and NWTF currently have a signed national Memorandum of Understanding (MOU) stating that both parties will work together to benefit the wild turkey and their habitat on National Forest System lands. This agreement is in support of that MOU.

The Forest Service and the NWTF have established partnerships on forests nationwide and at the local level for a variety of habitat improvement projects, ranging from fuel reduction projects to

noxious weed treatments to prescribed burns, all of which enhance wild turkey habitat. This agreement and proposed projects for inventory, monitoring and research offer opportunities to study which habitat components and management activities benefit wild turkey and other wildlife and are most effective and efficient.

This agreement will provide an opportunity for the parties to seek additional funding including the use of retained receipts from other approved stewardship contracts to expand partnership opportunities, and to garner new and additional support from partners, including the timber industry, and other agencies, with NWTF volunteers. Mission accomplishment for both parties will be enhanced by improving and creating high quality habitat areas on a landscape scale while also providing outdoor recreation and environmental education through multiple use management.

Both parties share an interest in improving the condition and function of this landscape, not only for wildlife concerns, but also for landscape and stand diversity. A healthy landscape provides a variety of benefits well beyond the needs of a single species, and therefore benefits both parties. Both parties deem it desirable to provide educational and interpretive information about the natural resources, forest management, wildlife habitat and similar matters; and promote and assist the educational and interpretive activities of the Forest Service.

It is therefore mutually beneficial for the parties to work together to implement habitat restoration and enhancement projects within the context of a landscape that will benefit the wild turkey, their habitat and associated wildlife.

In consideration of the above premises, the parties agree as follows:

C. FOREST SERVICE SHALL:

1. Exercise the special procurement authorities and retained receipts authorities of the Land Between The Lakes Protection Act of 1998 to maximize efficiencies for the Forest Service, Land Between The Lakes NRA, and partners.
2. Complete all necessary National Environmental Policy Act (NEPA) requirements.
3. Inform NWTF of any changes in stewardship policy and regulations.
4. Review all reports submitted by NWTF.
5. Recognize NWTF's contribution in a manner acceptable to both parties, including news releases, interpretive signs, photographs, or other media as appropriate.
6. Retain the rights to determine the best manner in which to dispose of any included forest products or obtain stewardship project services pertinent to the activities determined by the Forest Service and NWTF in the AOP.

7. Make available the value of timber, crops or other forest products removed as an offset against the cost of services received by NWTF to further the mutually agreed upon activities that are identified in the AOP.
8. Coordinate and cooperate with NWTF's partners and permittees (e.g. farmers) on eligibility and participation in any farm commodity program offered through U.S.D.A Farm Service Agency.

D. NWTF SHALL:

1. Perform in accordance with the AOP, LBL's Area Plan standards, project environmental assessment and schedule of work.
2. Explore opportunities for additional support from other parties for projects associated with this agreement.
3. Establish a separate funds account for the stewardship projects performed under this agreement and apply said funds, as it deems appropriate, to assist in paying for stewardship project services under Integrated Resource Contracts and/or separate service contracts that the Forest Service may deem necessary to accomplish the goals of wildlife and vegetative management activities identified in the AOP.
4. Provide an annual accomplishment report to the Forest Service by September 30 of each year.
5. Provide mutually agreed upon information through its newsletter, magazines, television shows and news releases. Other outlets may be used as agreed upon by both parties.
6. Agree that any NWTF employees and their volunteers shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the NWTF has hereby willingly agreed to assume these responsibilities.
7. Provide any necessary training to NWTF volunteers and ensure that such personnel are capable of safely performing tasks to be completed. The NWTF shall also supervise and direct the work of NWTF volunteers performing under this agreement.
8. All pesticide applications on LBL shall conform to the Area Plan standards. Annual pesticide use reports shall be provided to the Forest Service.
9. Agree that any farm commodity payments for agricultural products will be entitlement of NWTF's partners or permittees (e.g. farmers), as determined eligible by U.S.D.A Farm Service Agency.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. FOREST SERVICE ACKNOWLEDGED IN PUBLICATION AND AUDIOVISUALS. Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this instrument.
2. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding may reduce the debt by:
  - (1) Making an administrative offset against other requests for reimbursements.
  - (2) Withholding advance payments otherwise due to the cooperator.
  - (3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt.
3. TAXPAYER IDENTIFICATION NUMBER. The cooperator shall furnish their tax identification number upon execution of this instrument.
4. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this instrument is not available for reimbursement of recipient/cooperator purchase of equipment (and supplies).
5. RIGHT TO TRANSFER EQUIPMENT AND SUPPLIES. If equipment and supplies are approved for purchase under this instrument they will be available only for use as authorized. The Forest Service reserves the right to transfer title to the Federal government of equipment and supplies, valued over \$5,000 per unit, purchased by the recipient/cooperator using any Federal funding. Upon expiration of this instrument the recipient/cooperator shall forward an equipment and supply inventory to the Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. Disposition instructions will be issued by the Forest Service within 120 calendar days.
6. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
7. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this

instrument. As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to this agreement shall be retained for a period of 3 years.

8. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
  
9. NONDISCRIMINATION. The recipient/cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient/cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients'/cooperators' programs that are produced by the recipients/cooperators for public information, public education, or public distribution:  
  
*"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"*  
  
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."  
  
If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that *"This institution is an equal opportunity provider."*
  
10. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.
  
11. LEGAL AUTHORITY. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds

sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

12. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations and individuals.
13. **EXTENSION OF PERFORMANCE PERIOD.** The Forest Service, by written modification may extend the performance period of this instrument for a total duration not to exceed 10 years from its original date of execution.
14. **TERMINATION.** Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

Excess funds shall be refunded within 60 days after the effective period.

15. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

**Forest Service Lead Project Contact**

Name: Elizabeth Raikes  
Wildlife Biologist/Open  
Lands Manager  
Contact Info: (270) 924-2062  
Including email:  
eraikes@fs.fed.us

**NWTF Project Contact**

Name: Robert Abernethy  
Contact Info: (803) 637-3106  
Including email:  
raberney@nwtf.net

**Forest Service Alternate Project Contact**

Name: Steve Bloemer  
Supervisory Wildlife  
Biologist  
Contact Info: (270) 924-2069  
email: sbloemer@fs.fed.us

**NWTF Administrative Contact**

Name: Donna Glover  
Contact Info: (803) 637-3106  
Including email:  
dgllover@nwtf.net

**Forest Service Administrative Contact**

Name: Judy Hallisey  
Contact Info: (270) 924-2204  
Including email:  
jhallisey@fs.fed.us

16. AVAILABILITY OF FUNDS. Funds in the amount of \$48,538 are currently available for performance of this instrument through September 30, 2008. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond September 30, 2008, until funds are made available to the Forest Service for performance and until the recipient/cooperator receives notice of availability by written modification by the Forest Service.
17. DAVIS-BACON OR SERVICE CONTRACT ACT. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this instrument where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the costs of the contract. If a cooperator is approved to issue a contract it shall be awarded on a competitive basis.

In the case of a bonafide contract, applicable Federal wage rates are germane. In the case of grants, agreements, and special use permits, applicable compensation rules apply; however, prevailing Federal wage rates are not germane.

18. COPYRIGHTING. The cooperator is granted sole and exclusive right to copyright any research results or documentaries, including the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this instrument. However, the cooperator shall not sell, or grant copyrights to a third-party designee who intends to sell, the document as a profit-making venture. No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Federal government purposes. This right shall be transferred to any sub-agreements or subcontracts. This provision includes:

- (a) The copyright in any work developed by NWTF under this instrument.
- (b) Any rights of copyright to which NWTF purchases ownership with any Federal contributions.

19. PUBLICATION SALE. The cooperator may sell any publication resulting from the project. The publication may initially be sold at fair market value that is defined in this instrument to cover costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this instrument to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal government contributions to the total costs of the project.



20. DUNS NUMBER (5/04): The cooperator shall furnish their DUNS number upon execution of this instrument. You may obtain a DUNS number by contacting Dun and Bradstreet at 800-234-3867 or 866-794-1580. A DUNS number will be provided immediately by telephone at no charge.
21. ELECTRONIC FUNDS TRANSFER (EFT) (5/04): The recipient/cooperator shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:
1. The payment recipient does not have an account at a financial institution.
  2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
  3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments the recipient/cooperator shall register in the Central Contractor Registry (CCR). You may register by going to [www.ccr.gov](http://www.ccr.gov) and following the instructions provided on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

22. PAYMENT/REIMBURSEMENT. Reimburse the cooperator for the Forest Service's proportionate share, approximately 16 percent of actual expenses incurred, not to exceed \$48,583, reduced by program income, and other Federal and nonfederal cash contributions, as shown in the incorporated Financial Plan. If program income generated from the project exceeds the cooperator's actual expenses, the Forest Service share is zero. The cooperator is approved to submit semi-annual billing(s), during December and June of each year. The Forest Service will make payment for its proportionate share of project costs upon receipt of an invoice. Each invoice shall display the cooperator's actual expenditures to date of the invoice (not just the Forest Service share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan, less program income and other Federal and nonfederal cash contributions and previous Forest Service payments. The invoice should be forwarded as follows:

Send original to:  
USDA Forest Service  
Albuquerque Service Center  
Payments-Grants & Agreements  
101B Sun Ave. NE  
Albuquerque, NM 87109  
Phone: (877) 372-7248  
FAX: (877) 687-4894

Send copy to:  
Elizabeth Raikes  
USDA Forest Service  
LBL National Recreation Area  
100 Van Morgan Drive  
Cadiz, KY 42211  
Phone: 270-924-2062  
E-Mail: [eraikes@fs.fed.us](mailto:eraikes@fs.fed.us)

23. ENDORSEMENT. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's product or activities.
24. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this Agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
25. ANNUAL OPERATING PLAN. NWTF and the Forest Service will mutually develop an annual operating plan (AOP) that describes the project(s) (treatment location, type, and acreage, method of how forest products will be disposed of, financial information pertaining to the AOP, etc.) to be accomplished during the upcoming year.

AOP's shall be reviewed and approved by the Forest Service Southern Regional Office prior to the commencement of stewardship project work.

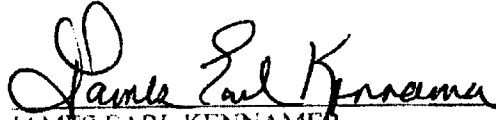
Typically, an AOP will:

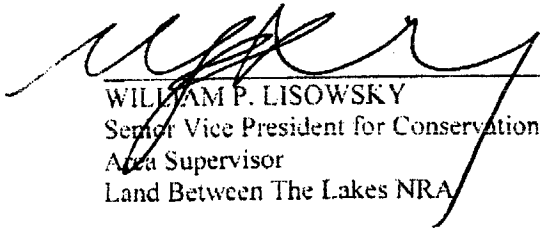
1. Include language stating that the AOP will be added to this agreement thereby subjecting it to the terms of this agreement;
  2. Include a description of the project area, treatment activities and corresponding treated acres, other activities which may include other resource related projects;
  3. Specify a method of designating trees or other vegetation for removal, if applicable
  4. Describe the end result of the project(s);
  5. Specify the exchanging of goods for services. The Forest Service may apply the value of timber, crops or other forest products removed as an offset against the cost of services received by NWTF.
  6. Designate a Forest Service and NWTF official to monitor their respective responsibilities outlined in the AOP;
  7. Include a financial plan to identify each party's contributions for projects identified in the AOP;
  8. Determine appropriate bonding requirements consistent with FSH 2409.19, Chapters 64, 65.11 and 65.12;
  9. Include a map of the stewardship AOP area;
  10. Include necessary restrictions and closure dates to implement and complete the project(s) within the specified timeframes;
  11. Provide necessary direction to NWTF to ensure compliance with appropriate laws and regulations to fulfill the terms of the AOP;
  12. Identify any reporting requirements;
  13. Be mutually agreed to, in writing, by both parties.
26. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through December 31, 2017 at which time it will expire unless extended.

27. EXHIBITS. Exhibits A-D are hereby incorporated and become a part of this agreement.

28. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

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

  
JAMES EARL KENNAMER  
National Wild Turkey Federation  
Date: 1/14/08

  
WILLIAM P. LISOWSKY  
Senior Vice President for Conservation Programs  
Area Supervisor  
Land Between The Lakes NRA  
Date: 1/14/08

  
CHARLES L. MYERS  
Regional Forester, Southern Region  
USDA Forest Service  
Date: 1.14.08

FOR FOREST SERVICE USE ONLY

Agreement#: 08-CS-11086001-001  
Spending Limit for FY 08: \$48,538  
Burden (overhead rate): 0%  
Job Code: NFWF60  
Billing Frequency: semi-annual  
Vendor ID (multiple partners?):  
IF Federal Agency Location Code: N/A  
Program Manager and Phone #: Elizabeth Raikes, 270-924-2062  
Termination Date: December 31, 2017

The authority and format of this instrument has been reviewed and approved for signature.

  
PLEZ WEST  
Grants & Agreements Specialist  
Date: 1-11-08

**EXHIBIT A**  
**STEWARDSHIP PROJECTS**

In 2003, the Forest Service received authority to enter into stewardship projects under the omnibus appropriations bill. Section 323 of that bill states that the Forest Service may enter into stewardship projects designed “to achieve land management goals for the national forests that meet local and rural community needs.” The primary focus of this legislation is to achieve land management goals through stewardship projects awarded under unique stewardship contracts or agreements. Unique to the legislation is the ability to exchange goods for services that meet the land management objectives and to award these contract and agreement instruments under best value to the Government.

The NWTF and Forest Service have identified the entire LBL NRA (Stewardship Project Area) as an important landscape for wild turkey and associated wildlife species, including threatened; endangered and sensitive species. Historically, when populations of wild turkeys were decreasing across the nation around the turn of the century, LBL had one of the few remaining native flocks in Kentucky. However, this flock had low reproduction rates and additional wild turkeys were introduced from Missouri to increase reproduction and allow the flock to increase and spread throughout LBL. The re-stocking was a success as wild turkey populations increased over-time and LBL turkeys were later trapped for re-stocking other parts of Kentucky and Tennessee. Over the years, LBL and the NWTF have worked on a number of partnership projects together and jointly with others to promote habitat for wild turkey and other wildlife.

LBL is a 170,000 acre peninsula located between Kentucky Lake and Lake Barkley in western Kentucky and Tennessee. LBL is 89% forested, 7% open lands and 4% facilities and infrastructure. The mission of LBL is to protect and manage the resources of the Recreation Area for optimum yield of outdoor recreation and environmental education through multiple use management; to authorize, research, test, and demonstrate innovative programs and cost-effective management of the Recreation Area; to help stimulate the development of the surrounding region; and to extend the beneficial results as widely as possible. The Land and Resource Management Plan Goals support the mission of LBL and meet the intent of this Challenge Cost Share agreement. In particular, Area goal #2 is to “Emphasize partnerships and cooperation with citizen groups, community businesses, private corporations, tourism organizations and government agencies.” Area goal #5 is to “use a collaborative approach to maintain and restore: 1) a diversity of plant and animal communities that support viability of associated plants, fish, and wildlife; and 2) sustainable levels of habitat and wildlife populations to support public demand for wildlife-related recreation.” And Area goal #6 directs “Demonstrate and widely export innovative, efficient and effective management techniques that benefit others.” In addition, LBL will exercise the special procurement authorities and retained receipts authorities of the Land Between The Lakes Protection Act of 1998 to maximize efficiencies for the Forest Service, Land Between The Lakes NRA, and NWTF.

In consideration of the above premise, the parties agree as follows:

The NWTF and the Forest Service, under this Challenge Cost Share agreement, may propose stewardship projects to be completed ensuring that the work accomplished meets the missions of both the Forest Service and the NWTF. This agreement is a cooperative effort between the NWTF and Forest Service. All activities will occur on LBL and may include planning, designing, inventory, and monitoring of projects and extending project results to other Forest Service units and agencies. Environmental educational messages may be created for the public from this work. Wildlife habitat improvement and ecosystem restoration projects to be initiated through this agreement will be designed to protect, improve, restore, and maintain habitat for a variety of wildlife species, including the wild turkey. The stewardship projects implemented under this agreement may include:

- 1) 10,600 acres of open lands management including cropland, wildlife plantings, maintenance of cool and warm season grass hayfields, and the establishment and maintenance of native warm season grasses;
- 2) noxious weed control;
- 3) removal of timber to meet wildlife objectives
- 4) restorative treatments including hazardous fuel treatments (by timber removal or other mechanical means);
- 5) prescribed fire;
- 6) wildlife management;
- 7) wildlife improvements;
- 8) wetland habitat;
- 9) Environmental Education related to Natural Resource Stewardship and
- 10) grant development.

The stewardship project area includes all 170,000 acres of the Land Between The Lakes National Recreation Area in Lyon and Trigg Counties in Kentucky and Stewart County in Tennessee. Exhibit C of this agreement is a vicinity map showing the general location of LBL in western Kentucky and Tennessee.

Stewardship projects may be completed where Forest Service goods are exchanged for NWTF services; Forest Service funds are exchanged for NWTF services; or a combination thereof.

All stewardship projects considered under this agreement will be considered on a best value basis.

**BEST VALUE DETERMINATION FOR AGREEMENTS:** Best value determinations shall be adjusted to reflect the purposes of the partnership. Non-cost factors are considered more important than cost. Best value determination shall be made prior to the completion of the AOP. Best value considerations will be made on the following:

The extent of mutual interest and benefit;

The advantages and effectiveness of mutual participation, including interpretation and public education;

Joint expertise;

Factors relevant to cost such as volunteer participation, contribution from other parties, cost sharing, etc;

Ability to utilize a local workforce;

Ability to complete work in a timely manner;

Experience in performing similar work;

Ability to conduct work in an environmentally sound manner.

METHODS OF APPRAISAL: The value of timber, crops and other forest products as well as an estimate of the services shall be determined by the Forest Service using Forest Service standard guidelines, methods and techniques.

COSTS OF REMOVAL: The Forest Service may collect deposits from cooperators and/or contractors covering the costs of removal of timber or other forest products pursuant to the Act of August 11, 1916 (39 Stat. 462, Chapter 313; 16 U.S.C. 490) and Act of June 30, 1914 (38 Stat. 430, Chapter 131; 16 U.S.C. 498); notwithstanding the fact that the timber purchasers did not harvest the timber.

PERFORMANCE AND PAYMENT BONDS: Performance and/or payment bonds may be required in an amount sufficient to protect the government's investment based on the estimated value of the forest products to be removed under this agreement.

ADMINISTRATIVE OFFSET AND CREDIT REPORTING: Pursuant to 31 U.S.C. 3716 and 7 CFR Part 3, Subpart B, any monies that are payable or may become payable from the United States under this instrument to any person or legal entity, not an agency or subdivision of a State or local government, may be subject to administrative offset for the collection of a delinquent debt the person or legal entity owes to the United States. Information on the person's or legal entities responsibility for a commercial debt or delinquent consumer debt owed the United States shall be disclosed to consumer or commercial credit reporting agencies.

**EXHIBIT B  
FINANCIAL PLAN**

Cost Elements	FOREST SERVICE			NWTF					Subtotal	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)			(h)
	Contrib.	Goods	Reimb. Coop. Expenses			Value of In-Kind Contrib	Cash Contributions			
				Non-Fed	Federal					
Salaries/Labor	80,000			45,000	3,000		45,000		173,000	
Monitoring/Inspections			14,400						14,400	
NNIS Treatment			7,000						7,000	
Wildlife Plantings										
Fertilization			17,838						17,838	
Crops		146,380		147,934					294,314	
Hay		38,023		10,500					48,523	
Native Grass Establish			9,300						9,300	
Timber		25,000							25,000	
Supplies/Materials										
Subtotal										
Indirect Costs										
<b>Total</b>	<b>80,000</b>	<b>209,403</b>	<b>48,538</b>	<b>203,434</b>	<b>3,000</b>		<b>45,000</b>		<b>589,375</b>	

**Costs Determination Percent**

Total Forest Service Share = (a+b+c) ÷ (i) = (j)	(j) <u>57%</u>
Third Party Cash Contribution Federal = (h) ÷ (i) = (k)	(k) <u>0 %</u>
Total Federal Share (j+k) = (l)	(l) <u>57%</u>
Total NWTF Share = (d+e+f+g) ÷ (i) = (m)	(m) <u>43%</u>
Total (l+m) =	<u>100 %</u>

**Reimbursement Calculation**

Forest Service reimbursement percent (c) ÷ (c+d+g+h) = (n)	(n) <u>16%</u>
NWTF expenses <u>not</u> reimbursed by Forest Service (d+g+h) ÷ (c+d+g+h) = (o)	(o) <u>          </u>

**Reimbursable Amount** = Total actual cost incurred to date (sum of cost elements from the NWTF's invoice as prescribed in provisions \* \_\_\_\_\_ and \* \_\_\_\_\_) multiplied by \_\_\_\_\_% (n), minus any previous Forest Service payments, not to exceed the total amount listed in column (c).

**Definitions**

- a). **Forest Service Contribution:** Forest Service employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total Forest Service indirect cost (overhead) is also included in this column. All the costs listed here are an expense to the Forest Service.
- b). **Forest Service Goods:** The value of timber or other forest products such as, but not limited to biomass, seed, forage, fungi, and Christmas trees.
- c). **Reimbursable NWTF Expenses:** The figure(s) listed here are both the maximum Forest Service funds to be obligated for reimbursement and NWTF expenses that are not included anywhere else on this form. This is an expense to the Forest Service.
- d). **NWTF Contribution:** NWTF employee salaries, travel, equipment, supplies, etc., provided toward completion of the project. Total NWTF indirect cost (overhead) is also included in this column.

- e). **NWTF Services:** Appropriate stewardship activities performed to meet one of the seven land management goals outlined in the legislation. See FSH 2409.19, Chapter 61.2.
- f). **Value of NWTF In-Kind Contribution:** NWTF noncash contributions provided toward completion of the project for which the NWTF has incurred no expense. These contributions can be made from the NWTF or through the NWTF by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc.
- g). **Third Party Cash Contribution Non-Federal:** Cash contribution provided to the NWTF from Non-Federal organization(s) for use in the project. Display these contributions by Cost Element expenditures.
- h). **Third Party Cash Contribution Federal:** Cash contribution provided to the NWTF from Federal agency(ies) for use in the project. Display these contributions by Cost Element expenditures.
- i). **Estimated Total Project Value:** The sum of all the values provided toward the project. This figure reflects the true estimated cost of the project.

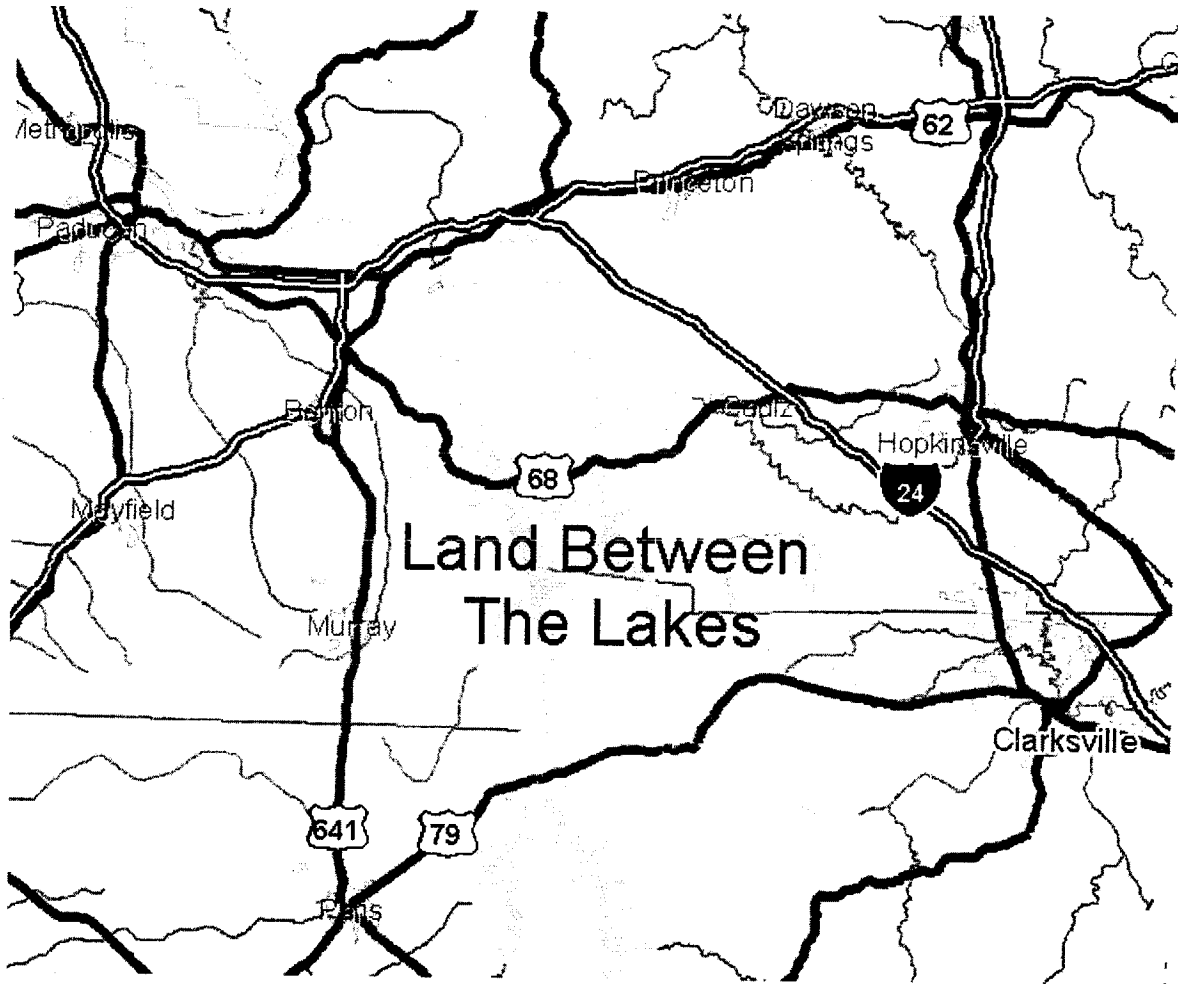


Financial Plan Continued (Detailed)

2008 Proposed Open Lands Projects (Acres) in Partnership with NWTf per Month, Funds Available to Accomplish Targets and Estimated Cost Per Acre.

Open Lands Project	Apr	May	Jun	July	Aug	Sep	Total Acres	Cost/Funds	Est. Cost/Ac
Fertilizing Prior-Years Fall Wildlife Plantings (Specific Fields yet to be identified for 2008)						312	312	\$17,838	\$57
Non-native Invasive Species Control		200					200	\$7,000	\$35
Warm Season Grass Establishment in former cropland (Tharpe Bottoms and South Welcome Station Areas)  Initial chemical burndown of areas treated - \$19.28/acre Disking and cultipacking of these fields - \$35.50/acre Pre-seeding treatment with Plateau (note this does not include the cost of Plateau since we already had some available) - \$5.52/are (the cost of Plateau is about \$10 to \$25 per acre Seed purchase of local ecotype wsg - \$74.43/acre Task Order to plant the wsg - \$85.14/acre  If the cost for Plateau was added to the totals above the cost per acre would be around \$250.00/acre. The incorporation of fertilizer in the soil was not figured in and the cost per acre for our wildlife plantings is around \$35.00/acre. The liming of the sites would cost about \$30.00 per acre and is not included in the above figures. Thus without considering the increased cost for fuels for equipment, equipment maintenance, fertilizer and lime the cost is projected to be around \$300.00/acre in 2008.	31						31	\$9,300	\$300
Croplands Planted LBL-Wide		2252					2252	Goods for Service	
Haying Completed LBL-Wide					1179		1179	Goods for Service	
Assist in Inventory and Monitoring of Open Lands. Inspect and administer wildlife plantings. Other duties as assigned (e.g. Hunter Check Stations, Elk and Bison Roundups, etc.): These are Activity Funds available in support of Biologist Position.  Assumed GS9 step 5 for comparable biologist salary of \$24.46/hr. Inventory and Monitoring of open lands - 409 hrs Assist and inspect wildlife plantings - 180 hrs.								\$14,400	N.A.
Utility Rights-of-Way Partnerships (Approximately 750 acres)								##	##
<b>Total Acres and Cost/Funds</b>	31	2452	0	0	1179	312	3,974	\$48,538	##

**EXHIBIT C  
STEWARDSHIP PROJECT AREA**



**EXHIBIT D  
OPERATING SCHEDULE**

OPEN LANDS PROJECT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Spring Wildlife Planting Inspections						X	X	X				
Warm Season Grass Establishment						X	X					
Fertilize Prior Year Fall Wildlife Plantings												X
NNIS Control							X	X				
Fall Wildlife Plantings Inspections											X	X
Hay lime, fertilize, herbicide, cut	X					X	X		X	X	X	X
Crop lime, fertilize, herbicide, plant, harvest	X					X	X	X				X
Inventory of Open Lands to include Geographic Information Systems data collection for open lands vegetation species composition, non-native invasive species, T&E species, water bodies, wildlife species usage, access roads, etc. Assist in data collection during LBL turkey and deer quota hunt season at hunter check station, assist with elk and bison roundups (X: Jan. and Feb.), and other activities as needed.				X	X		X	X	X	X	X	X
Utility Rights-of-Way Partnership - Work with utility companies in developing agreements for vegetation management.	X	X	X	X	X	X	X	X	X	X	X	X