



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Ecological Services
Carlsbad Fish and Wildlife Office
6010 Hidden Valley Road
Carlsbad, California 92011

FACSIMILE TRANSMITTAL FORM

Date Sent:	No. of Pages:	Time Sent: (Pacific Time)
9-18-07	(including this one)	

TO:	Fax No.:
Jonathan Steinberg	831-459-3383

FROM:	Fax No.: (760) 431-5901
Sue Farley	Phone No.: (760) 431-9440 ext. X 286

SUBJECT:
Copy of Coop Agreement

COMMENTS:

Please sign + fax back signature sheet
only. The original documents are on the way.
You'll have to sign them again with the same date.

If you have any problem receiving this fax, please call 760-431-9440, extension _____. Thank you.

Any questions - let me know

Sue

The mission of the U.S. Fish and Wildlife Service is working with others to conserve, protect, and enhance fish and wildlife and their habitats for the continuing benefit of the American people.



California Gnatcatcher

TAKE PRIDE
IN AMERICA

COOPERATIVE AGREEMENT
between the
U.S. FISH AND WILDLIFE SERVICE
and
ISLAND CONSERVATION

FWS Agreement No.: 814307J022
Charge Code: 81430-9822-0002
Amount Obligated: \$79,729.00
Recipient Tax Identification No. 91-1839907
CFDA No. (If applicable) 00.000
Recipient DUNS#: 103200684
Expiration Date: 5 years from date of last signature

I. TYPE OF AGREEMENT:

Grant
 Cooperative Agreement
 Fire Agreement

II. TYPE OF ORGANIZATION

State, Local or Indian Gov.
 Non-Profit Organization
 Higher Education Inst.
 Private Individual
 Business Organization

III. PARTICIPANTS:

Funding Organization:
U.S. Fish and Wildlife Service
6010 Hidden Valley Road
Carlsbad, California 92011

Recipient Organization:
Island Conservation
Long Marine Laboratory
100 Shaffer Road COH
Santa Cruz, CA 95060

IV. PROJECT OFFICERS:

FWS Officer:
Name: Annie Little
Phone: 760-431-9440 x219
E-mail: Annie_little@fws.gov

Recipient:
Name: Bernie Tershy
Phone: 831-459-1476
E-mail: tershy@islandconservation.org

V. PURPOSE/OBJECTIVE:

The purpose of the agreement is to benefit the public by cooperatively working with Island Conservation to implement a feral cat eradication project on the U.S. Navy-owned San Nicolas Island. Cats (*Felis silvestris catus*) have been introduced to large numbers of islands worldwide and are responsible for multiple bird and reptile extinctions and the devastation of many seabird colonies. San Nicolas Island has experienced considerable ecosystem degradation as the result of the presence of introduced feral cats. Feral cats on San Nicolas Island are known to depredate birds, both marine and terrestrial, as well as the federally-listed threatened island night lizard

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(*Xantusia riversiana riversiana*) and the island endemic deer mouse (*Peromyscus maniculatus exetus*). In addition, cats are likely competitors with the state-listed threatened island endemic San Nicolas Island fox (*Urocyon littoralis dickeyi*). The eradication of introduced species, such as cats, has become a widely accepted method for restoring island ecosystems. The goal of this project is to restore seabird populations and ecosystem function on San Nicolas Island by eradicating feral cats.

Background

In 1990, the U.S. Department of Justice and California Attorney General filed a lawsuit under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), alleging that a number of defendants were responsible for releasing hazardous substances into the southern California marine environment, specifically naming DDTs and PCBs. In 2000, the state and federal governments settled the remaining claims and the Montrose Settlements Trustee Council (Trustee Council) was awarded monies to restore natural resources harmed by the DDT and PCB releases. These natural resources included seabird populations in the Southern California Bight that were impacted by the eggshell thinning effects of DDT.

In October 2005, the Trustee Council completed the Final Montrose Settlements Restoration Plan/Environmental Impact Statement/Environmental Impact Report. The project "Restore Seabirds to San Nicolas Island" was identified as a priority project in this plan. The eradication of feral cats is also identified as a priority in the U.S. Navy's 2003 Integrated Natural Resources Management Plan in order to restore the natural ecosystem balance on San Nicolas Island. On behalf of the Trustee Council, the U.S. Fish and Wildlife Service (Service) is taking the lead on project implementation and will work cooperatively with Island Conservation to achieve the goal of feral cat eradication on San Nicolas Island.

VI. AUTHORITY:

The U.S. Fish and Wildlife Service enters into this agreement pursuant to the authority provided by the Fish and Wildlife Act of 1956, as amended (16 USC 742a-742k), and CERCLA (42 USC 9601 *et. seq*) of 1980, as amended.

VII. FUNDING INFORMATION:

Due to the complexity of this project, the Service anticipates that this project will span multiple years and specific activities will be identified as the project progresses. The Service anticipates that the total project cost will exceed \$2,000,000; however, funding will be transferred to Island Conservation in increments based on the anticipated upcoming activities. For the first allocation under this Agreement, the Service will transfer to Island Conservation a total of \$79,729 for project planning purposes. The funding amount reflects work to be performed in 2007 and early 2008 in accordance with Budget attached hereto. Additional funds will be transferred to Island Conservation at a later date for work to be performed in 2008 and beyond.

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Nothing herein shall be considered as obligating the Service to expend funds or otherwise obligate the Service for the future payment of money in excess of appropriations authorized by law and administratively allocated for the activities associated with this agreement.

VIII. TERM OF AGREEMENT:

This agreement will become effective upon the date of the last signature and will expire 5 years from date of last signature.

IX. SPECIFIC OBLIGATIONS OF EACH PARTY:**A. The Service will:**

1. Provide funds to Island Conservation for the accomplishments of the tasks identified herein as the responsibility of the Recipient;
2. Provide technical expertise to Island Conservation as it relates to the Federal and State listed species on San Nicolas Island;
3. Serve as the lead agency for the National Environmental Policy Act (NEPA) compliance;
4. Ensure that all necessary permits are secured as required by State and Federal laws, including the Endangered Species Act;
5. Coordinate on a regular basis with appropriate State and Federal agencies, including California Department of Fish and Game and the U.S. Navy;
6. Serve as the liaison between Island Conservation and the Montrose Trustee Council;
7. Secure approval from the Montrose Trustee Council for future project funding;
8. Review draft reports and provide comments in a timely manner.

B. The Recipient shall:

1. Develop and implement specific project methods for feral cat eradication on San Nicolas Island, following proven procedures that incorporate the most current information on successful eradication techniques for feral cats;
2. Develop and implement project methods in coordination with the Service, California Department of Fish and Game, U.S. Navy, and island fox experts to ensure that impacts to non-target species on San Nicolas Island are avoided and minimized, and that animal

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welfare criteria are met;

3. Furnish all materials, equipment, supplies, labor, travel, meals and lodging necessary to implement the project on San Nicolas Island;
4. Secure permission for project activities with appropriate U.S. Navy and Service representatives, including but not limited to: track maintenance, island access, dog use, radio frequency use, communication plan, reporting protocols, firearms use and handling, vehicle use and fueling;
5. Provide all appropriate personnel to implement project, including high-quality trappers, dog handlers and biologists to carry-out field work;
6. Identify project goals and develop specific scopes of work for each phase of the project (pre-eradication, eradication, and monitoring);
7. Develop a monitoring system in 2007 for checking traps;
8. Source and train appropriate hunting dogs in 2007 for use on San Nicolas Island;
9. Ensure that dogs meet strict health requirements and follow approved quarantine protocols;
10. Comply with all mitigation measures, including seasonal restrictions, developed to reduce impacts to non-target species, such as the island fox and marine mammals;
11. Develop databases and data collection and input procedures;
12. Modify methods as necessary to reduce impacts to non-target species during eradication phase with approval from the Service;
13. Develop and conduct a detailed monitoring program to document the effectiveness of the eradication efforts and confirm success;
14. Coordinate on a regular basis with the Service, U.S. Navy, and island fox experts during the life of project;
15. Submit progress reports and annual reports according to Section X. Reporting Requirements;
16. Notify the Service Project Officer of developments that have a significant impact on activities covered by this Agreement.

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The Recipient's Scope of Work for the 2007 activities and budget, is hereby incorporated as an integral part of the pre-eradication phase of the project. Future Scopes of Work and budgets will be submitted by Island Conservation to the Service as the project progresses. The Recipient shall furnish the necessary personnel, materials and services required to accomplish the following program objectives in 2007:

1. Develop a trap monitoring system tailored to the specific needs of the San Nicolas Island environment;
2. Source dogs to be used in eradication phase of project;
3. Continue comprehensive project planning and coordination in order to initiate the eradication phase in 2008.

Any future deviations from the procedures or objectives specified in the Recipient's proposal must be presented to and approved by the Service for specific approval before implementation.

X. REPORTING REQUIREMENTS:**A. Progress Reports:**

The Recipient will submit a progress report of the activities which occurred and provide a description of the project accomplishments during each quarter of the calendar year beginning with the quarter covering October through December 2007. The reports shall be submitted within 30 days following the end of each quarter. Each report shall include:

1. The name of the recipient, the project title, the cooperative agreement number, date of the report, and period of time covered by the report;
2. A summary of significant activities and results for the period;
3. A statement explaining any problems, delays, or adverse conditions that materially impair the ability of the Recipient to meet the objectives of the agreement. Include efforts undertaken for problem resolution, any proposed changes in the statement of work (with justification) or proposed changes in the schedule (with justification).

B. Annual Reports:

The Recipient will submit an overall report on an annual basis. The annual report will summarize and discuss the following items:

1. Project goals and objectives during timeframe;
2. Activities undertaken;
3. All data collected and analyses performed;
4. A description of all deviations from original protocols and Scopes of Work;

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5. Recommendations on future activities.

The Recipient will provide a draft annual report to the Service Project Officer 30 days after the end of each Calendar Year of the project. Upon receipt of the draft annual report, the Service will then have 30 days to provide comments back to the Recipient. A final annual report will then be furnished by the Recipient to the Service Project Officer within 60 days of receipt and incorporation of the Service's comments. A total of 15 bound copies of the final report will be provided to the Service, as well an electronic copy of the document.

C. Final Financial and Performance Report

The Recipient shall submit, within 90 calendar days of completion of the project, a final financial and performance report. This report will identify the degree to which tasks in the agreement were accomplished, and any special problems encountered. The recipient shall account for any real and personal property acquired with Federal funds or received from the Federal Government according to requirements of regulations referenced in "Applicable Regulations" section of this agreement.

This Final Report shall include the following items:

1. Abstract;
2. Introduction;
3. Description of study area;
4. Methods and materials;
5. Results and discussion of accomplishments during the project;
6. Summary and conclusions;
7. Summary of expenditures, including a list of major property purchased during the project (if applicable);
8. Supplemental volume of appendices that contain detailed summaries of all data collected.

D. All reports shall be submitted to:

Annie Little
U.S. Fish and Wildlife Service
6010 Hidden Valley Road
Carlsbad, California 92011

Recipients shall immediately notify the Service Project Officer of developments that have a significant impact on activities covered by this agreement.

XI. INVOICING/ACCEPTANCE PROCEDURES:

All recipients not currently receiving funds electronically from the Department of the Interior or

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Fish and Wildlife Service are responsible for completing a Standard Form 3881 (ACH) and forwarding it to the Service Project Officer. This form is available from the Project Officer.

The recipient will submit requests for advance or reimbursement using Standard Form 270, Request for Advance or Reimbursement no more frequently than monthly (The SF 270 form can be found on the OMB website at www.omb.gov). Advance or reimbursement will be made on the basis of submission by recipient of acceptable documentation as defined by the Service. Requests shall be submitted to the Service Project Officer.

Invoices shall be submitted to the following address:

Sue Fahey
U.S. Fish and Wildlife Service
Carlsbad Fish and Wildlife Office
6010 Hidden Valley Road
Carlsbad, California 92011

Invoices will be itemized by costs, including salary, supplies, equipment, and travel. Invoices will also include a brief narrative description of work performed.

Five percent of the amount for each discreet scope of work will be withheld until all requirements of that scope of work have been accomplished. A final invoice for the scope of work will be submitted for the amount withheld once all requirements are approved.

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 administrative and cost principle regulations (as referenced in the "Applicable Regulations" Section of this agreement) or the approved budget, shall be refunded to the Service.

This agreement is intended to support a particular project for a specified period of time. Any portion of funds not expended by the expiration date of this agreement shall be returned to the Service, including any interest earned on that amount (subject to provisions of applicable OMB Circular or 43 CFR Part 12 Subpart, as referenced in "Applicable Regulations" Section of this agreement).

XII APPLICABLE REGULATIONS:

A. The recipient must submit with this agreement Standard Form 424B – Assurances Non-Construction Programs. In addition to the assurances listed on Standard Form 424B, the recipient certifies compliance with the following regulations, as applicable, incorporated by reference with the same force and effect as if they were provided in full text. Failure of a recipient to comply with any provision may be the basis for withholding payments for proper charges made by the recipient and for termination of support.

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1. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments as codified at 43 CFR Part 12, Subpart C
2. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations as codified at 43 CFR Part 12, Subpart F
3. OMB Circular A-21, Cost Principles for Educational Institutions
4. OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
5. OMB Circular A-122, Cost Principles for Non-Profit Organizations
6. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
7. 43 CFR Part 12, Subpart D – Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug Free Workplace
8. 43 CFR Part 12, Subpart E – Buy American Requirements for Assistance Programs.
9. 43 CFR Part 18 – New Restrictions on Lobbying
10. 48 CFR Part 31.2 - Contracts with Commercial Organizations
11. 48 CFR Part 52.215.2 - Audit and Records - Negotiation

Copies of the above documents are available at the following websites:

<http://www.whitehouse.gov/OMB/circulars/index.html> or www.doi.gov/pam/pamfaeg.html

B. Small Business Policy

Reference 505 DM 3.5 C(1)(a):

It is a National policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

1. The grantee and subgrantee shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps shall include:

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(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (2)(i) through (v) above.

XIII. TERMINATION

This agreement may be terminated by any party following 30 days written notification to other party(s).

XIV. MODIFICATION PROCEDURES:

Modifications to this Agreement may be proposed by either party and shall become effective upon written concurrence of all parties. Work completed prior to written concurrence of all parties is done at the Recipient's risk, without expectation of reimbursement.

XV. SPECIAL PROVISIONS:

Seat Belt Policies and Programs: 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.

Greening Policies and Programs: In accordance with Executive Order 13101 "Greening the Government Through Waste Prevention, Recycling and Federal Acquisition," recipients of grants/cooperative agreements and/or sub-awards are encouraged to actively and systematically protect the natural processes that sustain life by whenever possible, incorporating

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environmentally preferable products in their activities. These measures include, but are not limited to, re-refined oil for all vehicles and heavy equipment, diverting solid waste from disposal in landfills through recycling and use of materials that reduce greenhouse gas emissions.

XVI. RELATED ATTACHMENTS:

**San Nicolas Island Seabird Restoration:
Scope of Work for Project Preparations Required in 2007
Prepared by Island Conservation**

Introduction

Montrose Settlements Restoration Program has identified the restoration of seabirds on San Nicolas Island as one of its goals. To accomplish this, the eradication of feral cats has been proposed, for which a comprehensive plan has been developed. Implementation of this plan is proposed for mid 2008. For this to occur, preparations for certain elements must occur in 2007. Elements requiring preparation include collaborating with a telemetry company to develop a trap monitoring system, sourcing appropriate dogs and ensuring they meet strict health requirements, and general project preparation to ensure all the key project elements are in place to enable implementation to begin in 2008.

Project preparations are estimated to require an input of \$79,729 in 2007. These funds may carry over into the first quarter of 2008 depending on exactly how the timing of the planning process progresses.

Trap Monitoring System

In the feasibility assessment it was determined that a telemetry based remote trap monitoring system will be an important tool for the San Nicolas Island cat eradication campaign. This system would decrease person-hours required to check traps, thereby reducing the total number of personnel required and allowing trapped animals to be removed as quickly as possible. No commercial trap monitoring systems currently exist, although 'home-made systems' are in use in Hawaii and Australia; designs of which were reviewed during the feasibility assessment, and the Hawaiian system tested. A high quality, robust system will be required on San Nicolas Island. A telemetry company has been identified that is developing a system for a different purpose, but from which major components will fulfill part of our requirements, and other components, such as the trigger mechanisms on traps will need to be custom made. Personnel will need to work with this company to adjust their existing system to the project's requirements. Prior to placing an order, a prototype system will be tested and modifications may be made. An order is expected to be placed in December 2007 or January 2008. To fulfill our order, it is expected that 3-4 months will be required. In addition to other communications, it is anticipated that one trip to the

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company's factory will be required to demonstrate trap type and function, discuss our needs and define requirements and deadlines. If this company is unable to meet our requirements or deadlines, another supplier will need to be identified by November 2007. This component is estimated to require an input of \$8,970 in 2007.

Dog Sourcing

Specialist cat dogs are required and will need to be sourced for the San Nicolas Island cat eradication campaign. Strict quarantine protocols exist for dogs to be taken to San Nicolas Island to protect the island fox from diseases, endo and ectoparasites that may impact the fox population. Quarantine protocols for taking dogs to San Nicolas Island dictate that all dogs must initiate procedures at least six months prior to proposed date of transport to the island. Hence, protocols must be initiated by mid December 2007 if proposed timelines are to be met. Sourcing dogs will require field personnel to identify dogs that: have high energy levels, can work in hot environments (i.e. are currently working in hot dry environments, and have short hair and large foot pads; traits that assist in dissipating heat), are of an appropriate breed (e.g. hounds), can follow cat tracks in dry rugged county, and are available for purchase (most professional dogs are someone's livelihood and cannot be purchased). Once dogs are identified, a thorough veterinary examination will be required and tests done for diseases that may exclude dogs from being taken to San Nicolas Island. Passing these tests will be a condition of purchase. Other diseases and ecto/endoparasites that require treatment will also be identified so that treatments can be initiated. Dogs will then need to be familiarized with their handler and other dogs they may be working with, trained onto feral cats (most dogs that would be appropriate for our needs are working larger cats for wildlife protection programs), tested on non-target wildlife they are likely to encounter on San Nicolas Island and if necessary aversion training will be conducted to ensure species specificity. By December 2007, at the latest, dogs will need to be identified, trialed on feral cats, tested for diseases and ecto/endoparasites and vaccinations and ecto/endoparasite treatments and preventative procedures initiated to ensure they are eligible to be taken to San Nicolas Island on the required date. This component is estimated to require an input of \$27,664 in 2007, which does not include the purchase price of dogs.

Project Planning

The San Nicolas Restoration Plan is a complex project with multiple partners. Coordination of these partners is a large part of project planning and in order to ensure that the project is ready for implementation in 2008, significant coordination needs to be carried out in 2007. Project planning costs include preparation and travel to meetings with the MSRP agencies, Navy, island fox experts, and other partners. Planning costs also include sourcing equipment and general project planning. This component is estimated to require an input of \$43,095 in 2007.

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2007 Budget Table

2007 Costs	Number	Cost	Total
Trap Monitoring System			
travel SJC Boise	1	550	550
perdiem (room, board)	3	300	900
car rental	2	50	100
salary KC (week)	2	1,400	2,800
salary BK (week)	1	1,600	1,600
salary CH (week)	1	950	950
<i>Subtotal with overhead</i>			8,970
Dog Sourcing			
travel air	2	500	1,000
per diem	10	120	1,200
car rental	7	40	280
salary KC (week)	6	1,400	8,400
salary CH (week)	6	950	5,700
salary BK (week)	1	1,600	1,600
Bill Wood (day)	5	300	1,500
Vet checks	1	1,600	1,600
<i>Subtotal with overhead</i>			27,664
Project Planning			
travel to Mugu x 4 (mileage)	3,200	0.485	1,552
perdiem	16	100	1,600
salary BK (week)	9	1,600	14,400
salary KC (week)	6	1,400	8,400
salary CH (week)	3	950	2,850
travel to island fox meeting	800	0.485	388
per diem	8	120	960
supplies	1	1,500	1,500
other travel	1	1,500	1,500
<i>Subtotal with overhead</i>			43,095
Island Conservation Total			79,729

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FOR THE U.S. FISH AND WILDLIFE SERVICE:

By: Signature: *[Handwritten Signature]*
 Title: Acting Manager CA/NV Operations Office
 (Insert typewritten name)
 (Insert typewritten title)

Date: 9/7/07

FOR THE RECIPIENT:

By: Signature: _____
 Title: _____
 (Insert typewritten name)
 (Insert typewritten title if available)

Date: _____

FWS CONTRACT SUFFICIENCY REVIEW:

By: Signature: *Jancy Thomas*
 Contracting Officer FWS # 1-T 224

Date: 9/6/07