



Mailing Address:
1 Baldwin Street
Drawer 33
Montpelier, Vermont 05633-5701

Tel.: (802) 828-2295
Fax: (802) 828-2483

STATE OF VERMONT
JOINT FISCAL COMMITTEE
1 Baldwin Street
Montpelier, Vermont 05633-5701

MEMORANDUM

To: James Reardon, Commissioner of Finance & Management

From: Rebecca Buck, Staff Associate *RB*

Date: December 21, 2007

Subject: Status of Grant Request

No Joint Fiscal Committee member has requested that the following item be held for review:

JFO #2303 – \$40,000 grant from the U.S. Fish and Wildlife Service to the Department of Forests, Parks & Recreation. These grant funds will be used to support a temporary wetland restoration specialist position over the next two years. The wetland restoration specialist will be housed in Essex office of the U.S. Fish and Wildlife Service and will work with the state and federal offices to restore wetland habitat in the Lake Champlain watershed.

[JFO received 11/21/07]

In accordance with 32 V.S.A. §5, the requisite 30 days having elapsed since this item was submitted to the Joint Fiscal Committee, the Governor's approval may now be considered final. We ask that you inform the Secretary of Administration and your staff of this action.

cc: Linda Morse
George Crombie
Jonathan Wood

From: "Clark, Sarah" <Sarah.Clark@state.vt.us>
To: "Michael Obuchowski" <OBIE@leg.state.vt.us>
Date: 12/4/2007 12:54 PM
Subject: RE: Questions from Rep. Obuchowski re: JFO #2303
Attachments: nat_landform.pdf

CC: "Steve Klein" <SKLEIN@leg.state.vt.us>, "Rebecca Buck" <rbuck@leg.state....
Representative Obuchowski,
Below find the responses to your questions regarding JFO #2303 (\$40K
grant from U.S. Fish & Wildlife).

1) Where specifically is the location of the 104 acres in the Lake Champlain watershed?

Attached you will find a map of the Lake Champlain Watershed. The specific location of the projects has not been identified. Identifying sites will be part of this individual's workplan. The sites will be pursued based at least partly on the results of the Lake Champlain Basin Wetland Restoration Plan, and also landowner interest.

2) Has this cooperative agreement been executed? (Page 7 of the Cooperative Agreement, there is a signature for the Commissioner of FPR and the signature for the Chief of services for USFWS is blank).

Yes, the agreement has been signed though FPR is holding off on moving forward with the grant until JFC approval is received.

Please let me know if you have any additional questions.

Thank you.

Sarah Clark
Business Manager
Forests, Parks & Recreation
103 South Main Street, 10 South
Waterbury, VT 05671-0601
Phone: (802) 241-3646
Fax: (802) 244-1481

-----Original Message-----

From: Rebecca Buck [mailto:rbuck@leg.state.vt.us]
Sent: Monday, December 03, 2007 10:53 AM
To: Clark, Sarah
Cc: Michael Obuchowski; Steve Klein
Subject: Questions from Rep. Obuchowski re: JFO #2303

Good morning Sarah. Representative Michael Obuchowski has a couple of questions regarding JFO #2303 (\$40,000 grant for temp wetland restoration specialist):

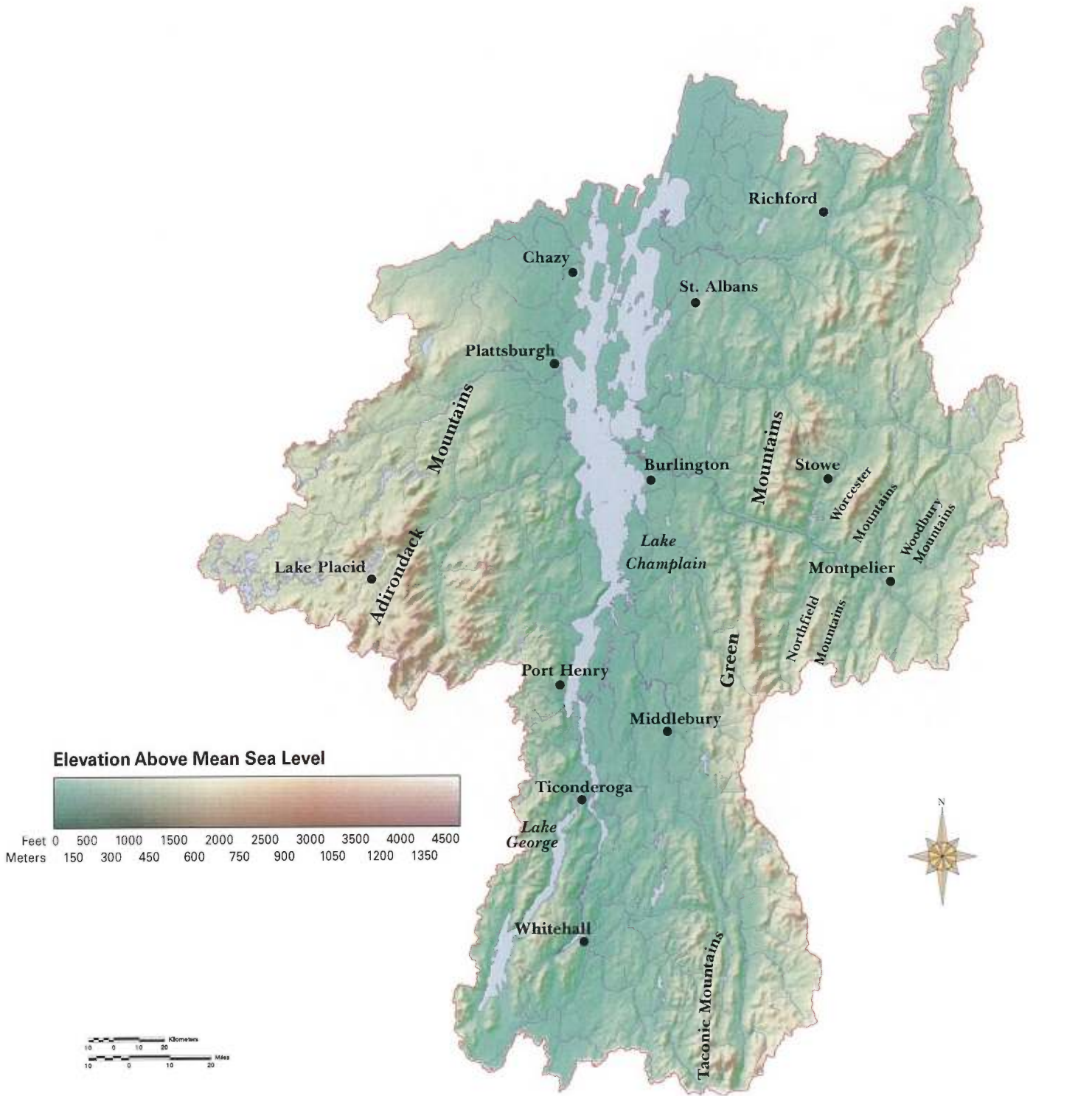
1) Where specifically is the location of the 104 acres in the Lake Champlain watershed?

2) Has this cooperative agreement been executed? (Page 7 of the

Cooperative Agreement, there is a signature for the Commissioner of FPR and the signature for the Chief of services for USFWS is blank).

Please cc me on your response to Rep. Obuchowski. Thanks. --Becky

Landforms of the Basin



From: Rebecca Buck
To: Clark, Sarah
Subject: Questions from Rep. Obuchowski re: JFO #2303

Good morning Sarah. Representative Michael Obuchowski has a couple of questions regarding JFO #2303 (\$40,000 grant for temp wetland restoration specialist):

- 1) Where specifically is the location of the 104 acres in the Lake Champlain watershed?
- 2) Has this cooperative agreement been executed? (Page 7 of the Cooperative Agreement, there is a signature for the Commissioner of FPR and the signature for the Chief of services for USFWS is blank).

Please cc me on your response to Rep. Obuchowski. Thanks. --Becky

CC: Klein, Steve; Obuchowski, Michael



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**STATE OF VERMONT
JOINT FISCAL COMMITTEE**
1 Baldwin Street
Montpelier, Vermont 05633-5701

MEMORANDUM

To: Joint Fiscal Committee Members

From: Rebecca Buck, Staff Associate *RB*

Date: November 29, 2007

Subject: Grant Requests

Enclosed please find four (4) requests that the Joint Fiscal Office recently received from the Administration:

JFO #2303 – \$40,000 grant from the U.S. Fish and Wildlife Service to the Department of Forests, Parks & Recreation. These grant funds will be used to support a temporary wetland restoration specialist position over the next two years. The wetland restoration specialist will be housed in Essex office of the U.S. Fish and Wildlife Service and will work with the state and federal offices to restore wetland habitat in the Lake Champlain watershed.

[JFO received 11/21/07]

JFO #2304 - \$33,000 grant from the U.S. Department of Agriculture to the Agency of Agriculture, Food and Markets. These funds will be used by the Agency to enhance chronic wasting disease surveillance and cooperatively aid in the identification of captive cervids.

[JFO received 11/26/07]

JFO #2305 - \$101,397.90 grant from the U.S. Department of Agriculture to the Agency of Agriculture, Food and Markets. These funds will be used by the Agency to enhance the competitiveness of specialty crops produced in Vermont by assisting eligible industry sectors increase sales directly to consumers, to domestic wholesale accounts, and through export channels.

[JFO received 11/26/07]

IFO #
2303

STATE OF VERMONT
GRANT ACCEPTANCE FORM

GRANT SUMMARY: Title: Cooperative Agreement between VTFPR and US Fish and Wildlife

This is a request for approval of a grant from US Fish and Wildlife for \$40,000.00 for the design and implementation of wetland restoration grants as part of Clean and Clear. A temporary employee will be hired as a wetland restoration specialist and will work out of the US Fish and Wildlife Service's office in Essex.

DATE: October 31, 2007

DEPARTMENT: FOREST, PARKS & RECREATION *[Signature]*

GRANT / DONATION: \$40,000.00

FEDERAL CATALOG No.:

GRANTOR / DONOR: US Fish and Wildlife

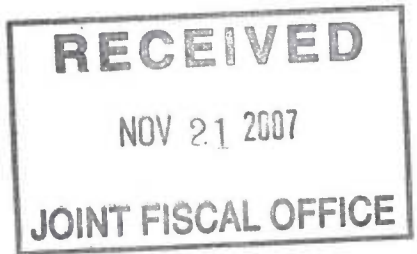
AMOUNT / VALUE: \$40,000.00

POSITIONS REQUESTED: One temporary employee

GRANT PERIOD: Three years from date of signature.

COMMENTS: See attachments.

DEPARTMENT OF FINANCE AND MANAGEMENT: *[Signature]* (INITIAL) SM
SECRETARY OF ADMINISTRATION (INITIAL) SM
SENT TO JOINT FISCAL OFFICE: DATE: 11/13/07



- DRAFT -

REC'D OCT 19 2007

STATE of VERMONT
AGENCY of NATURAL RESOURCES
DEPARTMENT OF FORESTS, PARKS & RECREATION

MEMORANDUM

Tel: (802) 241-3670

Fax: (802) 244-1481

TO: Jason Aronowitz, Budget and Management Analyst

THRU: Steve Chadwick, Director of Admin Services, Agency of Natural Resources *sc*

FROM: Sarah Clark, Business Manager, Dept of Forests, Parks & Recreation *sc*

DATE: October 15, 2007

SUBJECT: U.S. F&W Service Grant

Attached you will find a request for grant acceptance for a grant from the United States Fish and Wildlife Service for \$40,000. These funds will be used for the design and implementation of wetland restoration grants as part of the Clean & Clear initiative. A temporary employee will serve as a wetland restoration specialist and will work out of the U.S. F&W Service's office in Essex, Vermont. The state match is provided through the in-kind use of state funds. The grant funds will not be expended until review and approval from the Governor and the Joint Fiscal Committee.

If you have any questions, please contact me.

STATE OF VERMONT
 REQUEST FOR GRANT ACCEPTANCE
 (use additional sheets as needed)

FORM AA-1
 (Rev. 9-90)

1. Agency: Agency of Natural Resources
2. Department: Forests, Parks and Recreation
3. Program: Lands Administration - Wetland Restoration
4. Legal Title of Grant: Cooperative Agreement between VTFPR and US Fish and Wildlife Service
5. Federal Catalog No.:
6. Grantor and Office Address: U.S. Fish & Wildlife Service
 Lake Champlain Fish & Wildlife Resources Office
 11 Lincoln Street
 Essex Junction, VT 05452

7. Grant Period: From: approval date To: 11/30/2010

8. Purpose of Grant: (attach additional sheets if needed)
 This grant will provide funding to hire a temporary employee as a wetland restoration specialist to work on the design and implementation of wetland restoration grants. These funds will contribute to the Clean and Clear Initiative.

9. Impact on Existing Programs if Grant is not Accepted:
 If the grant is not accepted, the pace of the wetland restoration grants will be slowed as there is only one employee dedicated to this purpose.

10. Budget Information:	(1st State FY) FY 2008	(2nd State FY) FY 2009	(3rd State FY) FY 2010
EXPENDITURES:			
Personal Services	\$ 20,000.00	\$ 20,000.00	\$ 0.00
Operating Expenses	\$	\$	\$
Grants	\$	\$	\$
TOTAL	\$ 20,000.00	\$ 20,000.00	\$ 0.00
REVENUES:			
<u>State Funds:</u>			
Cash	\$	\$	\$
In-Kind	\$ 20,000.00	\$ 20,000.00	\$ 0.00
<u>Federal Funds:</u>			
(Direct Costs)	\$ 20,000.00	\$ 20,000.00	\$
(Statewide Indirect)	\$	\$	\$
(Department Indirect)	\$	\$	\$
<u>Other Funds:</u>			
(source) Grant	\$	\$	\$
TOTAL	\$ 40,000.00	\$ 40,000.00	\$ 0.00

<u>Appropriation Nos.</u>	<u>Amounts</u>
6130040000	\$ 40,000.00
	\$
	\$

-over-

11. Will grant monies be spent by one or more personal service contracts?

YES NO

If YES, signature of appointing authority here indicates intent to follow current guidelines on bidding.

X _____

12a. Please list any requested Limited Service positions:

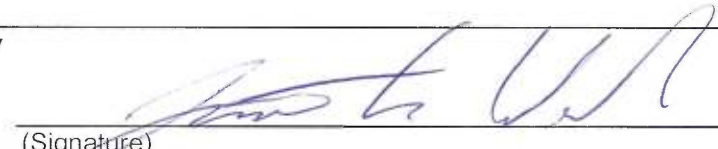
Titles	Number of Positions
TOTAL Positions	0

12b. Equipment and space for these positions:

Is presently available. This temporary position will be located at U.S. F&W offices in Essex.
 Can be obtained with available funds.

13. Signature of Appointing Authority

I certify that no funds have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant.



(Signature)

10/15/07
(Date)

Commissioner of Forests, Parks & Recreation
(Title)

14. Action by Governor:

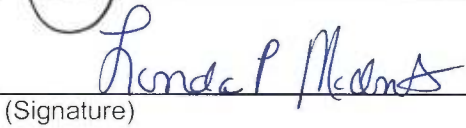
Approved
 Rejected


(Signature)

11/7/07
(Date)

15. Secretary of Administration:

Request to JFO
 Information to JFO


(Signature)

11/5/07
(Date)

16. Action by Joint Fiscal Committee:

(Dates)

- Request to be placed on JFC agenda
- Approved (not placed on agenda in 30 days)
- Approved by JFC
- Rejected by JFC
- Approved by Legislature

(Signature)

(Date)

STATE of VERMONT
AGENCY of NATURAL RESOURCES
DEPARTMENT OF FORESTS, PARKS & RECREATION

MEMORANDUM

Tel: (802) 241-3646

Fax: (802) 244-1481

TO: Joint Fiscal Committee

FROM: Sarah Clark, Business Manager, Dept of Forests, Parks & Recreation (FPR)

DATE: November 19, 2007

SUBJECT: U.S. F&W Service Grant – Additional Information

This memo will provide additional information on the grant from the United States Fish and Wildlife Service. The funds will support a temporary position that will assist with wetland restoration grants. FPR is not seeking a limited service position due to the seasonality of the work. This position is not needed for the full year because the grant work cannot be performed in the winter. In addition, the level of funding is not sufficient to cover a limited service position with benefits.

The wetland restoration specialist will work with VT ANR and USFWS to restore 104 acres of wetland habitat in the Lake Champlain watershed of Vermont over the grant period. The restoration of these habitats will benefit numerous migratory bird species and other wetland dependant species in the Lake Champlain watershed and improve water quality in Lake Champlain.

The scope of work will include the following: assist with the identification of landowners for wetland restoration projects, creation of maps for restoration project sites, assist with outreach activities for securing wetland restoration projects, development of wetland restoration plans, field surveying as needed, oversight of contractors hired for wetland restoration projects, fieldwork associated with the implementation of restoration projects, and the monitoring and maintenance of wetland restoration sites.

If you have any questions, please contact me.

Cooperative Agreement No.:
DCN:
Cost Code: 53330-1121-CVY7-\$30,000.00
53330-1121-0000 - \$10,000.00
Amount: \$40,000.00

COOPERATIVE AGREEMENT
BETWEEN
THE VERMONT DEPARTMENT OF FORESTS, PARKS, AND RECREATION AND THE
U.S. FISH AND WILDLIFE SERVICE

I. BACKGROUND, AUTHORITY, AND PURPOSE

This Cooperative Agreement is made and entered into by and between the U.S. Fish and Wildlife Service, hereinafter referred to as the "Service," and the Vermont Department of Forests, Parks, and Recreation, hereinafter referred to as the "VTFPR", under authority of the Fish and Wildlife Coordination Act, as amended, (16 U.S.C. Section 661), and Section 7 of the Fish and Wildlife Act of 1956 (16 U.S.C. 742f(a)(4)). The Service and the VTFPR have a common interest in protecting existing habitat and restoring degraded habitat for the benefit of aquatic life, migratory birds, threatened and endangered species, and other plants and animals, as well as improving water quality and the re-establishment of other beneficial ecological functions of various wetland habitats. The Service and the VTFPR also have a common interest in the management of plant and animal species and habitat on both public and private lands. The Service and VTFPR are dedicated to improving habitats for aquatic and terrestrial wildlife through the creation of innovative partnerships involving the public, conservation organizations, and other government agencies to achieve the shared goals of habitat protection and restoration and improving water quality.

The Champlain Valley of Vermont has an extremely diverse landscape. Historically the landscape supported a variety of natural communities including riparian floodplain forests, clayplain forests, emergent and scrub/shrub wetlands. Over the past 300 years, many, if not all of the Lake Champlain Valley historic natural communities types have changed in function and structure. The Service estimates 35 % of the Lake Champlain Valley's historic wetland have been lost or converted to other land uses. Agricultural and forestry production, commercial, industrial, and residential development, and supporting transportation and utility infrastructure have changed the historic landscape of the Champlain Valley and continue to stress the wetland habitats and associated species. Wetland restoration plays an important role in maintaining the ecological diversity and integrity of the Champlain Valley. Restoring wetland habitats in the Champlain Valley is consistent with the goals and objectives of the VTFPR and the Service.

This Cooperative Agreement facilitates the cooperation of the two parties to conserve, protect,

and restore wetland habitats and improve habitat and water quality as part of the Champlain Valley Wetland Restoration Project. The Agreement provides for a limited interchange of services, personnel, and funds to restore wetland habitat in the Champlain Valley, in the State of Vermont, within the Service's northeast region. Funds provided under this Agreement shall not be expended for activities that may be considered in any way as compensatory mitigation for authorized or unauthorized activity.

The objective of this cooperative effort is to restore wetland functions and values that have been previously altered and degraded by human activities. VTFPR will, in cooperation with the Service, restore previously impacted and altered wetland habitats within the Lake Champlain Watershed of Vermont.

All projects conducted under this cooperative agreement shall be of minimum 10-year duration and be consistent with Service policy and guidance. If this 10-year provision pertaining to any project is abrogated by the participating landowner, the landowner shall reimburse the Service and its partners for the project implementation costs for that project.

II. SCOPE OF WORK

For the period of this Agreement, VTFPR and the Service are responsible for coordinating and implementing the Champlain Valley Wetland Restoration Project in the State of Vermont. No funds from the Agreement will be expended on wetland restoration projects until site plans have been reviewed by the Service project officer.

Specifically, the VTFPR shall:

- A. Promote wetland habitat restoration activities.
- B. Provide administrative resources and oversight for the hiring and staffing of a temporary wetland restoration specialist.
- C. Provide primary supervision and training of the temporary wetland specialist position.
- D. Coordinate and provide oversight of wetland habitat restoration activities associated with the Champlain Valley Wetland Restoration Project within the Lake Champlain Watershed of Vermont.
- E. Work with other project partners to purchase and/or contract equipment and materials necessary for restoration activities and assist with obtaining necessary Federal, State, and local permits.

- F. VTFPR will initiate monitoring efforts associated with completed wetland restoration sites.
- G. Provide general education & outreach support for wetland habitat restoration projects. Appropriate credit shall be given to the Service, the Service's Partners for Fish and Wildlife Program, and all other parties in any written reference to the project and on all printed materials associated with the project.

Specifically, the Service shall:

- A. Work with VTFPR on the development of a position description for the temporary wetland restoration specialist.
- B. Cooperatively work with the VTFPR to promote and implement wetland habitat restoration activities associated with the Champlain Valley Wetland Restoration Project.
- C. Cooperatively work with the VTFPR to review, select, and coordinate the Champlain Valley Wetland Restoration Project to ensure that the project sites meet the Service's habitat restoration criteria and VTFPR's WPRP priorities.
- D. Provide office space and supporting services for the temporary wetland restoration specialist position.
- E. Assist in day-to-day supervision and training for the temporary wetland restoration specialist position.
- F. Provide \$40,000.00 for the completion of the Champlain Valley Wetland Restoration Project. At the Service's discretion, provide funds annually to support the extension and/or addition of the aforementioned habitat restoration project.
- G. Assist the VTFPR to purchase and/or contract equipment and materials necessary for habitat restoration projects, obtain necessary Federal, State, and local permits, and monitor completed projects.

Together, the Service and the VTFPR shall:

- A. Restore 104 acres of wetland habitat in the Lake Champlain Watershed of Vermont. The restoration of these habitats will benefit numerous migratory bird species and other wetland dependant species in the Lake Champlain Watershed and improve water quality in Lake Champlain.

III. PERIOD OF AGREEMENT

This Agreement will be effective for three (3) years from the signature date of both parties. The Agreement may be modified or extended at any time by mutual consent of the parties hereto.

IV. FINANCIAL ADMINISTRATION

This Agreement obligates the Service to provide the VTFPR with up to \$40,000.00 to conduct mutually agreed upon habitat restoration projects, as outlined in section II. Reimbursement of expenses incurred by the VTFPR shall be provided quarterly, or in two phases: Phase 1 - submittal to and approval by the Service of a report detailing the site restoration plans and Phase 2 - submittal to the Service of documentation supporting actual expenses incurred for the completed restoration. Each invoice should reference this Cooperative agreement number and be submitted to the Service Project Officer.

V. PROJECT OFFICERS

Project Officers, for the purpose of administering this Agreement, including the receiving and reviewing of reports and the handling of termination notices are:

For the Service: Christopher E. Smith, Private Lands Coordinator
U.S. Fish and Wildlife Service
Lake Champlain Fish and Wildlife Resources Office
11 Lincoln Street
Essex Junction, Vermont 05452
(802) 872-0629

For the Vermont Department of Forests, Parks & Recreation:

April Moulart, Wetland Protection and Restoration Specialist
Vermont Department of Forests, Parks & Recreation
Forests, Parks & Recreation
103 South Main Street
Waterbury, Vermont 05671-0601
(802) 241-1054

The parties may change their respective Project Officer at any time by providing written notification to the other party identifying the name of their new Project Officer.

VI.

SPECIAL PROVISIONS

- A. Officials Not to Benefit. No member of Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
- B. Liability. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from conduct of its own operations, and the operations of its agents, or employees, under this Agreement, and for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the premises under and pursuant to this Agreement.
- C. During the performance of the Agreement, the cooperators agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The cooperators will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.
- D. It is hereby certified that the VTFPR will comply with all applicable Federal, State, and local laws, ordinances and regulations with respect to the care, handling, storage and disposal of any materials furnished by the Service or purchased as a result of this agreement. It is further certified that the VTFPR is the user of such materials and is capable of complying with all applicable Federal, State, and local laws.
- E. This Agreement and the obligations of the Service hereunder shall be subject to the availability of funding and nothing herein contained shall be construed as binding the U.S. Fish and Wildlife Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
- F. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal services, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or any official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy of

appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy of appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct foreign policy, counter-intelligence, intelligence or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.

VII. TERMINATION CLAUSE

This Agreement may be terminated at any time by either party upon giving written notice of termination to the other party at least sixty (60) days prior to the date fixed in such notice. If a project has been approved by the Service before such notice is given, and if expenses have been incurred or obligated, then the Service will make payment under this Agreement to the extent of such expenses. Any funds not expended will be returned to the Service. Where the operation of the Agreement extends beyond a point where the initial \$40,000.00 has been expended, this Agreement is expressly conditioned and contingent upon the Congress making appropriation for expenditures necessary to carry out this Agreement. In case such appropriation as may be necessary to carry out this Agreement is not made, the parties hereby agree to release each other from all liability for failure to perform due to the failure to make such appropriation.

VIII. GENERAL PROVISIONS

This Agreement shall be subject to the following provisions which are attached hereto and incorporated by reference herein:

1. Appendix A - 43 CFR 12
2. Appendix B - DI-1350, Civil Rights Assurance
3. Appendix C - DI-2010, Certifications Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

IX. MODIFICATIONS

Modifications or renewals to this Agreement may be proposed in writing at any time during the period of performance by either party and shall become effective upon written approval by both parties.

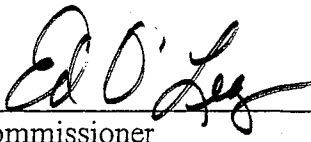
X. LIABILITY FOR TORTS OF COOPERATORS

This Agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury to any person or property of any kind whatsoever, whether to the person or property of the VTFPR or third parties, from any cause whatsoever arising from any activities conducted pursuant to the terms of this Agreement, and the VTFPR hereby covenants and agrees to indemnify, defend, save, and hold harmless the United States, its agents and employees from all such liabilities, expenses, and costs on account of for by reason of any injuries, deaths, liabilities, claims, suits, or losses however occurring or damages arising out of the same.

Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the legislature of the State of Vermont, where creating such an obligation would be inconsistent with the laws of the State of Vermont.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives on the day, month and year indicated:

Chief, Contract and General Services
U.S. Fish and Wildlife Service

for  _____
Commissioner
Department of Forests, Parks &
Recreation

Date

9/11/07

Date

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

A non-competitive procurement of services from the Vermont Department of Forest, Parks, and Recreation (VTFPR) is requested. This justification for this non-competitive procurement is presented below.

1. To what extent was competition considered or sought for this purpose?

Availability of the Service's Partners for Fish and Wildlife Program funds is announced annually and published as a notice of "availability of Federal funds" in the Catalog of Federal Domestic Assistance. This announcement is also made available through the grants.gov website. There is no specific deadline and interested parties may contact the Service throughout the year.

2. Why was this cooperator selected?

The VTFPR was selected because they focus attention on land, water, and related resource problems and have developed programs to solve them. They are very interested and enthusiastic about restoring wetland habitats and have developed a model which identifies potential wetland restoration sites in the Champlain Valley. They have established connections and rapport with the environmental community in Vermont to enable them to promote the program, thus saving the Service time and money.

3. Explain the nature of the anticipated substantial involvement.

The Service will work closely with the VTFPR to promote and implement selected habitat restoration projects associated with private lands in Vermont. Service responsibilities include the development of criteria for site selections; review of all restoration proposals and restoration site plans to ensure consistency with the goals of the program; monitoring habitat restoration construction activities; providing supervisory oversight to temporary wetland biologist position; and providing guidance and technical assistance to the VTFPR as they implement their responsibilities under this Cooperative Agreement. VTFPR will implement recommendations and considerations provided by the Service.

4. Why is the substantial involvement considered to be necessary?

The success of the wetland habitat restoration project is dependent upon substantial involvement by the Service. The Service will review of project design, evaluate restoration plans, and assist with review of any needed regulatory permits. The Service has neither the manpower nor money to accomplish all of the tasks required to assure success of the project. The VTFPR will be providing invaluable assistance on our restoration projects at a much lower rate than it would be if we did all the work or hired

private contractors.

5. Explain why the project or activity entails a relationship of assistance rather than one of ordinary procurement.

The Service provides technical expertise for identifying aquatic habitat restoration parameters, assists in the development of restoration plans, and provides the technical oversight and training to do wetland restoration work. The two organizations have a common goal (wetland habitat restoration), but each is limited in its ability to attain its goal: the Service lacks staff but has funding, while the VTFPR lacks technical expertise but has sufficient staff and has known restoration sites.

6. What is the public purpose of support or stimulation?

The purpose of this agreement is to support the Service's habitat restoration effort, which in turn benefits fish and wildlife associated with the restored habitat.

7. Which law or laws authorize granting of assistance for performance of this project or activity?

The Fish and Wildlife Coordination Act, as amended, (16 U.S.C. Section 661) and Section 7 of the Fish and Wildlife Act of 1956 (16 U.S.C. 742f(a)(4)).

8. How was the determination made that the costs are accurate and proper? Provide a breakdown of costs and rationale for determining they are acceptable.

Service personnel have previous experience with wetland habitat restoration projects in Vermont. Likewise, the VTFPR has experience in conducting restoration and maintenance activities. This experience, along with the regional cost per acre policy which limits the Service's financial contribution per project, will be more than adequate to determine that costs are reasonable and proper. The \$40,000 obligated by this agreement has been deemed adequate to restore 104 acres of wetland habitat.