

**CONTRACT FOR SERVICES  
Between the  
Montana State Library  
And  
The University of Montana  
State Fiscal Year 2007**

This Agreement is made and entered into this \_\_\_\_ the day of \_\_\_\_\_, 2006, by and between the Montana State Library, Helena, Montana (hereinafter referred to as “the Library”) and The University of Montana, Missoula, Montana (hereinafter referred to as “the University”).

**BACKGROUND AND PURPOSE**

The Montana Natural Heritage Program (NHP) was established within the Montana State Library as a component of the Natural Resource Information System by Chapter 650, Montana Laws of 1983, and Chapter 395, Laws of 1985, and codified under Title 90, Chapter 15, MCA. It was created as a program of information acquisition, and retrieval for data relating to the flora, fauna and biological community types of Montana. The program receives base funding through an appropriation to the Library by the Montana State Legislature.

Since the statute’s enactment, the Natural Heritage Program has become the state’s most comprehensive central repository and point of access for information on Montana’s native species and habitats, emphasizing those of conservation concern. The program collects, manages and provides broad access to electronic and hard-copy information, as well as providing staff expertise and assistance in finding and utilizing that information.

Through this Agreement, the Library is exercising its right under § 90-15-302, MCA by contracting with the University, an independent contractor, to administer and operate the NHP. By entering into this Agreement, the parties express a mutual interest in continuing and furthering the operation, services and success of the Natural Heritage Program.

**PROVISIONS**

1. Library Obligations. The Library shall:
  - a. provide the Digital Library Division Administrator as the liaison with the University and as contract administrator for this Agreement;

- b. provide technical consultation or other assistance to the University as available and appropriate;
- c. assist the University in making contacts and developing partnerships with other state natural resource agencies; assist the University in the development and implementation of a long-term strategic plan for sustaining the NHP;
- d. take over management of and continue to monitor and update the information in the NHP data storage and retrieval systems at the end of the contract period or continue to contract for such services, provided funds are available for such purpose and authorization is received for necessary personnel;
- e. make available at no cost sufficient space for the NHP staff based upon the number of NHP staff and the amount of space being used by NHP as of June 30, 2006. Any changes in or approval of requests for additional space will be at the discretion of the State Librarian;
- f. provide utilities at no cost;
- g. provide telephone equipment and basic and long distance telephone service to University NHP staff out of the funds held back to support NHP programs;
- h. provide, through the state network and Library data center, the necessary infrastructure to support: file and print services, Internet access, web-based services, e-mail functionality, geographic information system (GIS) services, and database management, except as noted under Section 2, University Obligations. As part of this function, the Library is responsible for protecting the data from internet security breaches;
- i. provide desktop and network support relating to authentication to the network, shared file and print services, e-mail functionality, and state-owned software administration. Work in a support role with NHP IT staff to resolve desktop and network issues for NHP non-core staff;
- j. provide up to twenty (20) state network connections for NHP staff; any additional connections not provided for in the funds the Library receives from the Legislature will be available to the NHP at the actual cost incurred by the Library;
- k. seek input from the University in the design and implementation of National Resource Information System (NRIS) computer- and information-delivery systems that support NHP needs and in the development of programming, web interface, and related standards;
- l. submit to the University on a quarterly basis an itemized accounting of all Heritage Program expenses incurred and paid by the Library from the state funds held back to support NHP programs.

- m. provide web-programming services to the University for implementation of the NHP for a minimum of 480 hours and a maximum of 720 hours between Jul 1, 2006 and December 31, 2006 for a cost not to exceed \$23,520, based on the actual cost of the Library staff performing the services. The amount of payroll, including any overtime, will be pro-rated based on all agencies for which work was performed during the pay period. Any overtime costs included in invoices to the University will be clearly identified under both salary and benefits categories. The Library agrees that it will provide a staff person with appropriate expertise in web programming and application development to serve as the primary web programmer for the NHP. In fulfilling this obligation the parties agree that specific assignments may be performed by other qualified Library staff, with the mutual agreement of the parties to this agreement. Specific work tasks and projects to fulfill the services described in this subsection will be developed and managed jointly by the NHP Systems and Services Manager and the NRIS Project Manager. It is understood and agreed that any Library staff persons who provide services described under this subsection are at all times Library employees and not University employees, and they are subject to the supervision and direction of the Library and not the University. Payment for the services and related expenses described in this subsection will be as provided in Section 5 of this agreement.
  - n. comply with the Montana Library Records Confidentiality Act, which protects the identity of users and requestors of NHP data; maintain scientific objectivity and political neutrality in the dissemination of heritage data and information
2. University Obligations. The University shall, contingent upon receipt of sufficient funding from state and other sources:
- a. complete all technical tasks per the Scope of Work attached to this Agreement as Appendix 1;
  - b. limit its use of facilities and equipment provided by the Library, pursuant to this Agreement, solely to fulfilling the purpose of this Agreement, as specifically expressed in the Scope of Work (Appendix 1) or, with the approval of the Library, work of like nature that would benefit the interest of the Library and/or the State.
  - c. provide a Natural Heritage Program Director, who shall also act as NHP technical liaison to the Library;
  - d. provide and supervise staff for the program for the duration of the Agreement. Staff must include personnel with expertise in zoology, biology, botany, ecology, data management, and GIS. The parties to this Agreement recognize that funding provided through this Agreement may not be adequate to support full-time positions within each of the listed areas of expertise. The University may, at

its discretion, utilize funds provided under this Agreement to assign or hire as full-time employees staff having the combined expertise required, assign or hire part-time employees with the required expertise, or assign or hire employees into part-time or full-time positions partially or fully supported by non-Library funding sources;

- e. maintain the primary program operations center at the Montana State Library;
- f. furnish all necessary licensing of GIS software for NHP staff use and provide the hardware and software to support the NHP Biotics Oracle database, other than those specified under 1.h above and those transferred to the University by the Nature Conservancy under a separate agreement;
- g. utilize the telephone equipment and services furnished by the Library;
- h. ensure that all new NHP staff receive training in the standard methods used by the NHP and training in implementation of NHP software and other Heritage Program technologies and methodology;
- i. maintain and continue to update documentation detailing all methods and procedures necessary to operate the program; on request, provide training in NHP data bases and methodology to a maximum of 2 designated Library employees, said training will not include training on research methodology for projects covered under Section 16;
- j. utilize programming standards adopted or approved by the Library for web application development;
- k. develop, in coordination with Library staff, a plan for implementing web interface standards as required under state policy and as adopted by the Library;
- l. maintain database management systems capable of efficiently receiving, storing, manipulating, disseminating and incorporating updates of the statewide heritage inventory. Operate the NHP databases as an integrated component of the Library's digital data holdings, including incorporation into its information discovery and access systems;
- m. maintain the identity of the NHP as a component of the Library's Natural Resource Information System, operated by The University of Montana. Include, at a minimum, the phrases "Montana State Library" and "The University of Montana" on official correspondence and publications of the NHP, including electronic versions and the website. Where appropriate, also display the logos of both the Library and the University;
- n. comply with the Montana Library Records Confidentiality Act, which protects the identity of users and requestors of NHP data; maintain scientific objectivity and

political neutrality in the collection, analysis and dissemination of heritage data and information;

- o. work with the NHP Director and Library staff to develop and implement a long-term strategic plan for stable financial support of the NHP; and
  - p. establish and maintain a “Partners Committee” consisting of representatives of the University, the Library, and the NHP principal partners and major contributors to funding for the program. The purpose of this Committee shall be to provide input and assistance in planning, priority-setting, data acquisition, and securing adequate funding. The Partners Committee shall meet at least two (2) times during the year and shall be staffed by the Director of the NHP.
3. Compatibility with Other States. In carrying out its obligations under this Agreement, The University shall manage the NHP to maintain its compatibility with similar programs in other States and Provinces.
  4. Agreement Period/Renewal. This Agreement shall become effective on July 1, 2006 and shall remain in effect through June 30, 2007, unless terminated in accordance with the “Termination” section (Section 20) of this Agreement.
  5. Payments. The Library agrees to pay The University for the work performed and services rendered pursuant to Appendix 1, SCOPE OF WORK, and in accordance with Appendix 2, BUDGET. The Library agrees to pay The University up to Three Hundred Two Thousand, Six Hundred Eighty Dollars (\$302,680) for its direct costs incurred for NHP operations in FY07. The Library will retain an additional \$(prorated based on funds remaining when transfer from TNC occurs) for FY07 for payment of documented expenses incurred directly by the Library in support of NHP operations. In addition, the Library agrees to increase the maximum amount payable to the University by the amount of any unspent funds remaining upon closeout of the contract between the Library and The Nature Conservancy for FY06 NHP operations. For direct expenses incurred by multiple library programs including NHP, the Library and the University shall negotiate schedules for prorating the costs to the various programs.

The Library agrees to pay the University in accordance with the following schedule. No later than sixty (60) days after the end of each calendar quarter, the University shall submit an invoice summarizing actual expenses incurred by the University for the work performed under this Agreement for the prior quarter. The Library will pay the invoice within thirty (30) calendar days after receipt. Vouchers shall be made payable to The University of Montana and mailed to the University liaison listed in Section 27.

The University agrees to pay the Library from grant funds, as appropriate, for costs incurred for NHP web programming services accessed through the Library per Section 1. The Library shall provide an itemized invoice at least quarterly but no more frequently than monthly to the University technical liaison identified in Section 27. The University technical liaison will review and approve the invoiced costs, assign these costs to the appropriate NHP grant accounts and forward the invoice to the University administrative liaison for payment. Payment shall be made to the Montana State Library within thirty (30) days from receipt of the approved invoice from the University technical liaison.

In addition, the Library shall submit to the University on a quarterly basis an itemized accounting of all Heritage Program expenses incurred and paid by the Library from the state funds held back by the Library for that purpose.

6. Other Sources of Support: The University will use its best efforts to seek to generate additional funding and in-kind support for the NHP through grants, cooperative agreements, contracts, and other revenue from federal, state, local, and private sources for support of the NHP. Similarly, if the Library receives funding for projects or activities that it believes can best be carried out by the NHP, such funding can be transferred by amendments to this agreement or through separate agreements.
  
7. Progress Meetings and Reports. During the term of the Agreement, the Library's technical liaison will plan and schedule biannual progress meetings with the University's technical liaison to discuss the progress made by the University and the Library in the performance of their respective obligations. At each such meeting, the University shall provide the Library with a written status report summarizing progress made towards completion of the objectives set forth in the Scope of Work (Appendix 1) and identifying any problems or circumstances encountered by the University, or of which the University gained knowledge during the period since the last such status report, which may prevent the University from completing any of its obligations. The University shall identify the cause of any identified problem or circumstance and the steps taken to remedy same. Similarly, the Library shall provide the University with a written report identifying any problems or circumstances encountered by the Library which may interfere with its ability to complete its obligations under this Agreement, and the steps being taken by the Library to remedy the situation. The University shall also provide NHP program updates as necessary to satisfy the Library's reporting requirements to the Library Commission, the Governor's Office, the Montana State Legislature, and as required by Library contracts and other agreements that directly affect the NHP.
  
8. Access and Retention of Records. The University agrees to retain all records supporting the services provided under this Agreement for a period of three (3) years either after the completion date of the Agreement or after resolution of any claim,

litigation or exception relating to the Agreement taken by the Library, the legislative auditor, the Montana Department of Administration, or a third party. The University agrees to allow the Montana Department of Administration, the Montana Legislative Audit Division, or their authorized agents, access to any records related to this Agreement necessary to determine contract compliance (Mont. Code Ann. §18-1-118).

The Library, the State of Montana, the Montana Legislative Auditor, or any of their duly authorized representatives, have the right of access to any books, documents, papers, and records of the University which are pertinent to the services provided under this Agreement for purposes of making an audit, excerpts, or transcripts. Notwithstanding the provisions of Section 20, this Agreement may be terminated upon any refusal of the University to allow reasonable access to the records referred to above.

9. Insufficient Funds. In the event that total program funding to the Library for completion of work under this Agreement is eliminated or reduced by the Montana Legislature, the Library may terminate or re-negotiate the Agreement with thirty (30) days written notice to the University. In the event of termination, upon receipt of such notice, the University shall cease work as of the termination date. The Library shall pay the University for all unpaid work completed prior to termination as provided for in this Agreement and for any non-cancellable obligations. In the event of a funding reduction, the parties shall negotiate a modification of the agreement, reducing the Scope of Work to reflect the reduced funding.
  
10. Force Majeure. Neither party shall be responsible for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, as long as such party is using its best efforts to remedy the situation.
  
11. Rights to Pre-existing Data, Work Products and Intellectual Property. All data in the NHP database as of June 30, 2006 and all work products produced under the Library's previous agreements with The Nature Conservancy are the property of the Library. All data, data bases, and work products owned by The University as of June 30, 2006 are the property of the University. The Library hereby grants the University an irrevocable, non-exclusive, royalty-free, world-wide license to use all such data and NHP-related products owned by the Library to meet its obligations under this Agreement and for NHP-related research and educational (non-commercial) purposes. The University grants to the Library an irrevocable, non-exclusive, royalty-free, world-wide license to use all relevant data, in which it owns

the rights and has the legal authority to assign them, to the Library to meet its obligations under this Agreement. If The University, the Library, or any third party wants to obtain rights to any pre-existing or newly generated data for commercial (non-educational or non-research) purposes, a request must be submitted to a "Licensing Committee." This Licensing Committee will contain equal representation from The University and the Library and will have the authority to negotiate commercial-use licenses if it is the best interest of the State of Montana.

12. Title and Ownership Rights. The Library shall retain title to and ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio and video), text and the like provided by the Library (the "Library content"), but grants the University the right to access and use Library content for the purpose of complying with its obligations under this Agreement and any applicable statement of work.
  
13. Ownership of Data and Work Products Generated Under this Agreement. Subject to the conditions stated in the last two sentences of this section, all data and work products produced under this Agreement shall be considered part of the NHP information system and shall immediately become the property of the Library. However, the Library grants the University an irrevocable, non-exclusive, royalty-free, world-wide license to use said Library-owned products for non-commercial purposes. Each party hereby grants the other party an irrevocable, non-exclusive, royalty-free, world-wide license to use jointly owned work products for non-commercial purposes. The University and the Library each agree to execute any documents or take any other actions as may reasonably be necessary, or as the other party may reasonably request, to perfect the other party's ownership interest in any work product jointly developed by the Library and the University. The Library and the University agree that if issues or disputes arise regarding whether Montana University System Board of Regents policies affect or restrict the release of data or work products into the NHP information system, or the ownership of that data or work product by the Library, a "Data Dispute Resolution Committee" will convene to consider and work in good faith toward resolution of the issues or disputes to the mutual satisfaction of the parties. The Data Dispute Resolution Committee will contain equal representation from the University and the Library. If the Committee members can not agree on how to resolve the dispute, the appropriate University and Library officials will meet and confer.
  
14. Copy of Work Products. The University shall, at no cost to the Library, deliver to the Library, upon the Library's request during the term or at the expiration or termination of all or part of the University's performance hereunder, a current copy of all work products that are part of the NHP information system in the form and on the media in



use as of the date of the Library's request, or as of such expiration or termination, as the case may be.

15. Ownership of University Information. Techniques, data, subroutines, algorithms and methods or rights thereto owned by the University at the time this contract is executed and employed by University in connection with the services provided to the Library (the "University information") shall remain the property of the University. The University must provide to the Library full disclosure of any University information prior to its release. The University grants the Library an irrevocable, non-exclusive, royalty-free, world-wide license to use the University information referenced above for non-commercial purposes.
  
16. Release of Research Data and Work Products. Data and information resources collected and work products developed with funding for and or staff of the NHP will be immediately incorporated into the NHP information system. However, release into the NHP information system of other research and analyses conducted by University faculty or students may be delayed by the University to allow sufficient time for preparation of theses, patenting, and/or publication. The University will make a good faith effort to release such research and analyses work products to the Library as soon as possible. Notwithstanding the above provisions, data on species locations and habitats associated with such research may be made immediately available for incorporation into the NHP information system at the discretion of the researcher.
  
17. Title to Capital Investments. With the exception of proprietary software for managing heritage data procured by contract with third-party providers, and to the extent permitted by federal law and commercial practices, title to all property and equipment acquired by the University from the Nature Conservancy under a separate agreement or purchased with state funds provided by this Agreement, and necessary for the uninterrupted continuation of the program after termination, including but not limited to computer hardware, computer software, office equipment and furniture, and maps, shall become the property of the Library upon termination of this Agreement. The University agrees to execute any documents that may be reasonably requested by the Library for purposes of transferring title to the Library. To the extent allowed by the respective funding agencies, property and equipment purchased under NHP-related research grants and contracts, identified as "project funding" in Appendix 1, shall become the property of the University. Upon the termination of the University's performance under this Agreement or subsequent Agreements with the Library, the parties reserve the right to negotiate for conveyance of title to such property and equipment to the Library, to ensure program continuity.

18. Right to Copyright. Except to the extent the parties otherwise agree with respect to a specific work product, the University hereby assigns and transfers to the Library any right to copyright any of the work product produced under this Agreement. However, both parties shall have an irrevocable, nonexclusive, royalty-free, world-wide license to reproduce, publish, or otherwise use and authorize others to use copyrightable property created under this Agreement.
19. Correction of Errors. The performance of services or acceptance of the reports required hereunder shall not relieve the University from the obligation to correct any University-caused defective work within a reasonable time, not to exceed twelve (12) months.
- 20 Termination. There are four possible ways that this Agreement may be terminated:
- (1) The Library may terminate this Agreement under the procedures described in Section 9 because of insufficient funds.
  - (2) The Library may terminate this Agreement if the University fails to comply with the terms and conditions of the Agreement. In such a situation, the Library shall provide written notification at least thirty (30) days prior to the termination, setting out the basis for the termination and allowing the University the same thirty (30) day period to cure the deficiencies that were the basis for the termination notice. If the University cures the deficiencies within the thirty (30) day period, the Library shall withdraw the termination notice.
  - (3) Both parties may mutually agree in writing to terminate the Agreement.
  - (4) The University may terminate this Agreement if the Library fails to comply with the terms and conditions of the Agreement. In such a situation, the University shall provide written notification at least thirty (30) days prior to the termination, setting out the basis for the termination and allowing the Library the same (30) day period to cure the deficiencies that were the basis for the termination notice. If the Library cures the deficiencies within the thirty (30) day period, the University shall withdraw the termination notice.

If this Agreement is terminated for any reason other than the University's failure to perform, the Library agrees to pay the University for all allowable costs properly incurred prior to the termination date and for non-cancellable obligations. If this Agreement is terminated due to the University's failure to perform, the University will submit a summary of all allowable costs properly incurred prior to the termination date, following which the parties will negotiate in good faith a final settlement amount.

If this Agreement is terminated by mutual agreement or because the University failed to comply with the terms and conditions of the agreement, the Library shall retain use of the versions of any proprietary software in use by the Library at the time of termination. Under these circumstances, the Library shall not be entitled to sell, donate, or distribute in any manner the proprietary software without the prior written approval of the third-party copyright holder. If the Agreement is terminated because the Library failed to comply with the terms and conditions of the Agreement or in accordance with Section 9 because of insufficient funds, the University may require the immediate delivery of all materials and documentation pertaining to the proprietary software. The University may also require the Library to render unusable all copies of the proprietary software.

Upon expiration or termination of this Agreement, title and ownership rights to data, work products, and intellectual property are governed by the provisions of Sections 11 through 18 of this Agreement.

If the Agreement is terminated or not renewed for any reason, the University agrees to provide for a reasonable period of time after the expiration or termination of the Agreement, all reasonable transition assistance requested by the Library, to allow the expired or terminated services to continue to the extent possible without interruption or adverse effect and to facilitate the orderly transfer of such services to the Library or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Agreement, except for those terms and conditions that do not reasonably apply to such transition assistance. The Library shall pay the University for any resources utilized in performing such transition assistance at the most current rates provided by the Agreement. If there are no established contract rates, then the rate shall be mutually agreed upon. If the Library terminates this Agreement for cause, then the Library will be entitled to offset the cost of paying the University for the additional resources the University utilized in providing transition assistance with any damages the Library may have otherwise accrued as a result of said termination for cause.

- 21 Release. The University, upon receipt of final payment of the amount due and the Library's compliance with all other applicable provisions under this Agreement, releases the Library, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The University agrees not to purport to bind the State Library to any obligation not assumed by the Library, unless the University has express written authority to do so, and then only within the strict limits of that authority.
22. Warranty. The University warrants that, to the best of its knowledge, it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

23. Independent Contractor. The University, and its agents and employees, are independent contractors performing technical services for the Library and are not employees of the Library. The University and its agents and employees shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Library.

24. Lobbying Prohibition. The University, and its agents and employees, shall not charge any lobbying activities, as defined in state law, to the Agreement.

25. Compliance with Laws. The University shall comply with all applicable federal, state and local laws, rules, and regulations, including, but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the University subjects subcontractors to this same provision. In accordance with MCA section 49-3-207, the University agrees that the hiring of persons to perform under the Agreement will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

The University shall comply with the provisions of the Montana Workers' Compensation Act. Upon request, proof of compliance shall be provided to the Library in the form of a certificate outlining the University's workers' compensation insurance coverage.

26. Governing Law. This Agreement shall be governed by Montana law. Any action under this Agreement shall be brought in the District Court of the First Judicial District in and for the County of Lewis and Clark.

27. Liaison and Notices. All notices under this Agreement given by either party to the other shall be in writing and shall be sent by mail or express courier, postage prepaid, and addressed to the individuals identified below, unless changed in writing by the addressee party. The technical liaison shall be the contact for technical direction and programmatic matters. The administrative/contractual liaison shall be the contact for administrative review, modification, any change to the contract terms and conditions, or budgetary matters.

For the Library:

Technical

Jim Hill  
Digital Library Div. Administrator  
Montana State Library  
1515 East 6<sup>th</sup> Avenue  
Helena, Montana 59620-1800  
Phone: (406) 444-5355  
FAX: (406) 444-0266  
E-mail: JimHill@mt.gov

Administrative/Contractual

Darlene Staffeldt  
State Librarian  
Montana State Library  
1515 East 6<sup>th</sup> Avenue  
Helena, Montana 59620-1800  
Phone: (406) 444-3115  
FAX: (406) 444-0266  
E-mail: DStaffeldt@mt.gov

For the University:

Technical

Susan Crispin  
Montana Natural Heritage Program  
P.O. Box 201800  
1515 East 6<sup>th</sup> Avenue  
Helena, Montana 59620-1800  
Phone: (406) 444-3019  
FAX: (406) 444-0581  
E-mail: scrispin@mt.gov

Administrative/Contractual

Claire L. Carlson  
Research and Sponsored Programs  
The University of Montana  
University Hall 202  
Missoula, Montana 59812-4104  
Phone: (406) 243-5796  
FAX: (406) 243-5739  
E-mail: claire.carlson@umontana.edu

28. Assignment. Neither party to the Agreement may assign or transfer any of its rights or obligations without the written consent of the other party.

29. Technology Access for the Blind or Visually Impaired. The University acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired (Mont. Code Ann. § 18-5-603). Contact the State Procurement Bureau at (406) 444-2575 for more information concerning non-visual access standards.

30. Conformance with Agreement. No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Agreement shall be granted without prior written agreement of both parties.

31. Severability Clause. A declaration of any court, or any other binding legal source, that any provision of the Agreement is illegal and void shall not affect the legality and

enforcement of any other provision of the Agreement, unless the provisions are mutually dependent.

32. Entire Agreement. This Agreement, consisting of fourteen (14) pages and two (2) appendix, represents the entire agreement between the parties and may not be altered, supplemented or amended except by written amendment signed by both parties. A copy has the same force as the original.

Approved and Agreed:

For The Montana State Library:

By: \_\_\_\_\_  
Darlene Staffeldt

Date: \_\_\_\_\_

For The University of Montana

By: \_\_\_\_\_  
Claire L. Carlson, Assoc. Vice President for Research

Date: \_\_\_\_\_

## APPENDIX 1: SCOPE OF WORK

### THE UNIVERSITY OF MONTANA

for operation of the

### Montana Natural Heritage Program FY2006 - 2007

*The Natural Heritage Program is funded from a variety of sources in addition to this contract (hereinafter referenced as “core” funding). Because current core funding is not adequate to support the staffing required to perform essential functions as well as related services desired by partner agencies, the following scope of work incorporates work that The University of Montana believes can be accomplished with additional funding.*

*“Supplemental core” funding includes support from other partners for essential functions of the NHP – continued database development and maintenance, and basic information services. “Project funding” includes support from partners for specific additional activities or projects (e.g., field surveys or developing new types of data) that fall within the overall mandate and contribute to the mission of the NHP.*

*Both supplemental core funding and project funding are conveyed to The University of Montana through separate and independent grants and contracts. The University cannot guarantee the receipt of supplemental or project funds, nor the completion of work items noted as reliant on those funds. Where not otherwise noted, work items will be accomplished with core funding provided through this contract.*

- A. **Administer the development, maintenance and operation of the Montana Natural Heritage Program (NHP)** as established by Chapter 650, Laws of 1983, and Chapter 395, Laws of 1985, and codified under Title 90, Chapter 15, MCA. The Heritage Program is comprised of complex relational databases, hard-copy documentation and expertise on Montana’s flora, fauna and biological communities, emphasizing vulnerable species and habitats, and also includes related information on land stewardship, bibliographic/source references, and related data files.
1. **Maintain the Natural Heritage Program office, databases and resource center** at the Montana State Library, as part of the Natural Resource Information System and the Montana State Digital Library.
  2. **Program staffing and expertise.** Maintain a staff with expertise in ecology, zoology, botany, and information management and dissemination systems,

and specific knowledge of Montana's natural communities and species of concern. (Core staffing consists of a Director, specialists in the areas of Terrestrial and Aquatic Ecology, Zoology and Botany, Information Systems/Services Manager, Databases Coordinator, Web Developer, Data Entry Technician and Administrative Coordinator; (note: the staff positions serving these functions are maintained 60% with core funding and 40% with supplemental core and project funds)

- **Respond to questions and information requests** related to the identification, assessment, status and management of Montana's flora, fauna and natural communities, emphasizing species and habitats of conservation concern. (core and supplemental core funding)
- **Consult with and provide additional support** to partner agencies on specific issues/needs, programs and projects, *to the extent that funding allows or as provided for through supplemental or project funding from the partners.*

**B. Information exchange and coordination.** Maintain a central repository for multi-agency data on Montana's flora, fauna and biological communities, and actively solicit and exchange information and expertise with state and federal agencies, academic and non-government institutions, and other producers of biological data about Montana.

**1. Data coordination and sharing.**

- Establish and lead, through the NHP Coordinating Committee, a biological data management work group for Montana; (core and supplemental core funding)
- Through the working group, establish and promote the use of consistent data standards and formats to promote and facilitate data sharing with the NHP and among agencies. (core and supplemental core funding)
- Develop cooperative agreements with state and federal agencies and other major partners to facilitate regular and efficient data transfer, integration and delivery and to help support the costs of database development/maintenance and information services. (project funding)
- Engage more agencies in using and providing financial support for the development and maintenance of customized web services for data visualization and analysis.
- Establish electronic links to other major data sources on the distribution and characteristics of Montana plants and animals. (core and supplemental core funding)

**2. Data exchange with Heritage Network.** Maintain compatibility with Natural Heritage programs in other states and provinces, and conduct an annual exchange/updating of state and national/global element data with NatureServe. Cooperate with NatureServe and other heritage programs to ensure that Montana has access to the most current and complete rangewide data available, and that the Montana component of regional and national data synthesis and



analysis projects is current and accurate.

- Perform annual data exchange with NatureServe to obtain updated Global information for Montana species and to update Montana information in NatureServe's multi-jurisdictional dataset. (core and supplemental core funding)
- Participate in multi-jurisdictional data development or analysis projects, to the extent that funding allows. (project funding)
- Participate in regional and national network coordination meetings and monthly conference calls to ensure continued compatibility and to take advantage of opportunities and advocate for initiatives that would benefit Montana. (core and supplemental core funding)

**C. Database Development and Maintenance.** Continue to maintain, revise, update with available information, and further develop all databases managed by the NHP, including:

1. **Distributional data on species.** Compile, validate and integrate observation records for native animal species and detailed occurrence data for plant and animal Species of Concern.
  - Conduct a systematic review and clean-up of animal data currently in POD and process the backlog of POD records into Biotics. (core, supplemental core and project funding)
    - Develop occurrences, inferred extent, management extent (predicted habitat) and updated state range maps for high-priority species (globally significant, federally listed-proposed-candidate and selected state-level priorities identified in consultation with partners).
    - Develop up-to-date occurrence and inferred extent records for at least half of the remaining animal Species of Concern.
  - Develop automated procedures that facilitate updating and integration of new data of POD into Biotics, with assistance from NatureServe. (core funding with technical assistance from NatureServe)
  - Conduct clean-up of plant records in Biotics to improve the accuracy, quality and completeness of existing occurrence records, focusing on globally significant and S1 taxa. (core and supplemental core funding)
  - Maintain POD and Biotics on an ongoing basis by incorporating readily available data on plant and animal Species of Concern and other nongame vertebrates (in POD). Available data includes data that is provided in standardized formats for Species of Concern and Potential Concern and data of reliable accuracy provided in standardized electronic format for other animal species. (core and supplemental core funding)
  - Tap Montana museums and herbaria to acquire any additional records for Species of Concern. (supplemental core and project funding)
  - Revise on-line entry of observation data on animals to include better mapping capabilities, precise locality information, additional attribute and descriptive information, and to input directly into temporary POD database. (core and supplemental core funding)

**2. Distributional data on ecological communities and habitats.**

- Build and document a classification hierarchy that links vegetation communities to higher level habitat types that are useful for mapping and management. (core and supplemental core funding)
- Implement habitat mapping in selected priority landscapes where information is needed by partners for conservation and management activities (project funding)
- Chair the statewide land cover I-team, with the goal of developing a more accurate and useful vegetation land cover layer for Montana. (core and supplemental core funding)
- Establish a central repository for Montana vegetation plot (training) data for land cover mapping. (initiate with core funding; will require project funding to compete)
- Build consistent and cost-effective NWI mapping capability in Montana and integrate NWI with vegetation and hydrogeomorphic classifications (project funding)
- Develop a more extensive database of community element occurrence and site records that document areas of high quality habitat. (project funding)
- Complete the classification and documentation for aquatic stream habitats in the Missouri River watershed to facilitate identification, understanding, and management. (project funding)
- Integrate the aquatic ecosystem database into the NHP information management system and provide greater access to users. (core and supplemental core funding)

**3. Work with partners to identify priority information gaps on the distribution, status and ecology of species and habitats and develop coordinated, multi-partner strategies to address those needs (contingent upon supplementary funding through cooperative agreements with other partners).**

- Begin developing statewide inventory and monitoring plans, in coordination with partners, for reptiles, bats, amphibians, selected birds and small mammals, and selected terrestrial invertebrate groups. (core and supplemental core; project funding required to complete and implement plans for all groups identified)
- Work with partners to develop and begin implementing, with partner support, a statewide inventory plan for Plant Species of Concern.
- Identify habitat types with priority management needs and develop status assessment plans in coordination with partners. (project funding)
- Develop and seek funding for a program of cooperative biological inventory work with private landowners (emphasizing conservation easement lands). (initiate with core; requires project funding for implementation)
- Partner with a Tribal government to begin conducting biological inventory of tribal lands, addressing whether precise locational data should be managed by NHP or by the Tribe. (initiate contacts with core funding; requires project funding for implementation)

4. **Status rank documentation.** Status ranks and documenting of ranks for Species of Concern\* and natural communities tracked in the NHP data system; status ranks are assigned both for global status and state status, and are based on the system developed by The Nature Conservancy and utilized by over 80 heritage programs throughout the United States, Canada and Latin America;
  - Chair and lead expert working groups in conducting status reviews on a specified regular basis (or when significant new data is obtained), using standardized, documented procedures. (core and supplemental core funding)
  - Document the basis for all re-evaluated or revised status ranks within the data system, in reportable formats. (core and supplemental core funding)
  - Publish and distribute updated Species of Concern reports on a regular basis; post updated ranks on the NHP website. (core and supplemental core funding)
  
5. **Management-related information on species, habitats and lands.** Documentation characterizing the biology and management of species and habitats, and the stewardship status of public lands and conservation easements.
  - Expand and update field guides
    - Complete and update field guide information for globally significant and S1 plants (core and supplemental core funding) and other species as possible through project funding.
    - Begin a field guide for aquatic habitats/communities with information on Missouri River types. (core and supplemental core funding)
    - Update and expand animal field guide in the course of project work for other species and groups, emphasizing Species of Concern; (project funding)
    - Revise on-line Community guide application so it links dynamically to the NHP databases and delivers all available information (core and supplemental core funding).
  - Work with partners to identify key ecological knowledge gaps for the management of species and habitats and develop studies to address them, where appropriate. (project funding)
  - Annually update all Stewardship data with data from public land management agencies and land trusts. Work with the State of Montana to integrate Stewardship data with Montana's Cadastral database. (core and supplemental core funding)
  - Systematically document and report weed observations encountered during NHP field inventories to enable tracking and eventual analysis and reporting of invasives threats to priority species and landscapes. (core and supplemental core funding)

---

\* Species of Concern are defined as having a rank of S1-S3 (animals) and S1-S2 (plants) in the natural heritage ranking system, or designation as Endangered, Threatened, Candidate or Proposed under the US. Endangered Species Act.

**D. Data and Information Dissemination.** Develop, produce and distribute reports and electronic information (via the web) to disseminate NHP data at appropriate levels of detail and with adequate support and interpretation to users in state, federal and local agencies, the private sector, and the public.

1. **Mediated request services.** Respond to requests for information from private citizens, government agencies, businesses, universities, and other users. If requests do not correspond to NHP data and expertise, refer requesters, whenever possible, to appropriate information sources; (core and supplemental core funding)
  - Respond to requests for information from private citizens, government agencies, businesses, universities, and other users. If requests do not correspond to NHP data and expertise, refer requesters, whenever possible, to appropriate information sources.
  - Conduct Species of Concern reviews for specific geographic areas and the generation of maps, reports, and letters for each search review.
  - Fill requests for digital transfers of SOC data and other types of information managed in NHP databases.
2. **Web Services.** Develop delivery formats and mechanisms that are easy to use and effectively disseminate information to key users.
  - Add historic NHP reports on the web and develop effective search/indexing tools. Integrate publications with MSdL catalog system and spatially enable searching of publications. (core and supplemental core funding)
  - Continue to develop customized internet applications that enable public agencies to search and view data for the lands and resources they manage; requires funding from participating partner agencies. (supplemental and project funding)
  - Add landscape/site information to web applications in spatially searchable formats. (core and supplemental core funding)
3. **User training and support**
  - Regularly gather information from users about their information needs, format/access preferences, and the effectiveness of our delivery systems and tools. Involve users in applications development and testing to ensure that the tools produced meet user needs as effectively as possible. (core and supplemental core funding)
  - Give presentations and workshops at key user meetings to describe resources available and demonstrate data access methods. (core and supplemental core funding)
  - Conduct on-site training with partner agencies in use of specialized applications for accessing data on lands and resources that they manage (supplemental and partner funding).
  - Provide regular updates (at least quarterly) on the website and through emails as new resources become available (including reports, web tools, field guide

enhancements, etc.) (core and supplemental core funding)

4. **Database administration and maintenance.** System upgrading, operations and quality control. (core and supplemental core funding)
  - Test and update Oracle and Biotics as updates become available.
  - Ensure regular back-ups of all files and databases
  - Conduct regular data integrity checks and fix any identified problems.
  - Develop a GIS geodatabase of NHP information to compliment and support the NHP BIOTICS database. The geodatabase will include and spatially integrate:
    - original observation data,
    - species occurrences per tracking unit,
    - species inferred extent,
    - species conservation management units,
    - species range extent (current and historic).

**E. Publications.** Make available four copies of all published reports for inclusion in the Montana State Library's State Publications Center and assist in supplying appropriate information concerning all published reports so that correct citations may be entered into the OCLC library catalog network (project funding).

**F. Administration of user fee system.** Assist in the administration of a user fee policy for private for-profit users of the NHP data and services, as enacted by the Montana State Library Commission; assist in the process of receiving and accounting for funds received from user fees, and submitting such funds to the appropriate depository (core and supplemental core funding).

- G. Marketing and promotion of services.** Market and promote the use of the NHP information and services (core funding):
1. Maintain descriptive program information, coordinated with the State Library (brochures, fact sheets, etc.);
  2. Present and publish technical and non-technical information about NHP resources, activities and accomplishments as time and resources permit;
  3. Collaborate with the Library and the NRIS program to effectively represent the mandate, activities and products of the NHP in reports, brochures, displays, maps, etc. that are developed for NRIS, MSdL and the State Library;

**H. Agency reporting and participation.** Evaluate the NHP on an ongoing basis and provide status reports as requested and required but not more frequently than bi-monthly; participate in relevant MSL/MSdL/and NRIS planning and coordination initiatives and work groups (core funding):

1. Participate in meetings of the Natural Resource Data Management System Advisory Committee; establish and provide staff support to an NHP Coordinating Committee that engage a more complete range of partner

- organizations and groups to provide guidance on act appropriately on advice and guidance offered.
2. Produce progress updates for the bimonthly MSL Commission reports, as well as contributions to NRIS annual reports, synthesizing the various efforts and accomplishments of the NHP.
  3. Meet with NRIS Director on a semi-annual basis to report and assess progress toward objectives and to identify any changes in circumstances or partner funding, challenges, opportunities, additional resources needed, etc. Report overall progress in writing on an annual basis.
  4. Provide quarterly progress reports on selected measurable activities related to database development (by species and record types), and information services (mediated requests and data transfers)
  5. Participate in regular and special staff meetings of the Montana Natural Resource Information System and the Montana State Library;
  6. Participate in strategic planning efforts of the Montana Natural Resource Information System and the Montana State Library, as appropriate.

## APPENDIX 2: Budget

Personnel	286,000
Travel	4,000
Supplies	8,000
Contractual	500
Communications	2,000
Dues & Fees	1,500
Printing	180
Other	500
Total	<u>302,680</u>