

**CHALLENGE COST-SHARE AGREEMENT
BETWEEN
U.S. FISH AND WILDLIFE SERVICE
TEWAUKON NATIONAL WILDLIFE REFUGE COMPLEX
AND
PRAIRIE POTHOLE PARTNERS
NORTH DAKOTA GAME & FISH DEPARTMENT
ALLIANCE PIPELINE
RANSOM COUNTY PHEASANTS FOREVER
PHEASANTS FOREVER**

PRAIRIE RESTORATION ON HIGH PRIORITY SITES

I. PURPOSE AND AUTHORITY

This Challenge Cost-Share Agreement between the U.S. Fish and Wildlife Service (hereafter referred to as the “Service”), and Prairie Pothole Partners (hereafter referred to as the “Cooperator”) is authorized by the Fish and Wildlife Coordination Act, 16 U.S.C. 661-667, and the provisions of the Interior and Related Agencies Appropriation Act, *Public Law 110-161 (Consolidated Appropriations Act, 2008)*. The purpose of this agreement is restore 320 acres of degraded tame grass field to a diverse stand of dense prairie vegetation to increase ground nesting bird initiation and success on high priority sites.

II. SCOPE OF WORK

For the periods set forth below, the Cooperator and the Service will provide the necessary personnel, materials, services, facilities, funds and otherwise perform all things necessary for, or incidental to, the performance of this cost-share agreement. Specifically, the parties to this agreement will:

A. The Service shall:

1. Provide \$ 10,000 to cooperator for harvesting native grass/forb seed off existing native prairie to restore degraded tame grassfields and cropland to a diverse stand of native grasses and forbs (combine rental & operator costs \$33.00/acre x ~303 acres = \$10,000)
2. Hire seasonal employee (GS-6) to set-up vegetative monitoring transects, conduct surveys, and do data entry (\$17.25/hr x 231.88 hrs = \$ 4,000)
3. Purchase herbicide for seedbed preparation and invasive species control (\$3,000)
Glysophate - \$ 8.00/acre x 75 acres x 2 applications = \$1200
Curtail- \$ 9.00/acre x 200 acres = \$ 1800
4. Hire tree removal done on the Hartleben WPA includes fuel, machine, operator and transportation of equipment
(\$ 1,143.87/day x 7 days = \$8,000)

Total Service Contributions = \$25,000

B. Cooperator #1 (Prairie Pothole Partners) shall:

- 1. Provide \$1,000 in funding to purchase and combine native grass and forb seed.
- 2. Provide in-kind labor (\$15/hr x 160 hrs x 4 people = \$9,600) for weed mapping, picking-up junk, removing trees, administering budget and project etc.

Cooperator # 2 (North Dakota Game and Fish Department) shall:

- 1. Provide in-kind supervision (\$25/hr x 300hrs = \$7,500) of invasive species work and prescribed burning project work on the Tewaukon NWR District.

Cooperator #3 (Alliance Pipeline) shall:

- 1. Provide in-kind labor (\$20/hr x 150 hrs= \$3,000) for technical and administrative support and project management.

Cooperator #4 (Ransom Co. Pheasants Forever) shall:

- 1. Provide \$1,000 in funding to purchase and combining native grass and forb seed.
- 2. Provide in-kind labor (\$15/hr x 40 hrs x 6 individuals = \$3,600) for clean-up of the site.

Cooperator #5 (Dakota East Pheasants Forever) shall:

- 1. Provide \$1,500 in funding to purchase and combine native grass and forb seed.

Total Cooperator Contributions = \$27,200

III. CONTRIBUTIONS OF THE PARTIES AND FINANCIAL ADMINISTRATION

A. The Cooperator shall provide contributions valued at \$27,200 and the Service shall provide contributions valued at \$25,000 toward the total project cost of \$52,200.

B. The Service shall reimburse Cooperator for not more than \$10,000 of actual and reasonable costs incurred in completion of this project. Cooperator shall invoice the Service for ½ before the project is started and ½ when the project is completed for their costs by submitting to the Service Project Officer an itemized statement with receipts for actual cash expenses.

There will be no exchange of funds between Cooperators 2-5 under this agreement. The Service will fulfill its cost-share obligation by means of employee services and purchases of supplies and/or services from others. Service employee salaries, equipment, services, and supplies will be charged to this agreement's charge code. The Cooperator will fulfill its cost-share obligation by contributing items listed in the previous section.

IV. PERIOD OF PERFORMANCE

This agreement will be effective when signed by all parties and will continue in effect until December 31, 2008. It may be extended by modification only during the period of the agreement by giving 30 days advance written notice of an extension.

V. PROJECT OFFICERS

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| A. U.S. Fish and Wildlife Service
Tewaukon NWR
9754 143 ½ Ave SE
Cayuga ND 58013
701-724-3598
701-724-3683 | B. Cooperator
Prairie Pothole Partners
9754 143 ½ Ave SE
Cayuga ND 58013
701-242
701-724-3583 |
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VI. SPECIAL PROVISIONS

- A. The parties to this agreement agree to be responsible for damages to their own property and injuries to their own employees/volunteers, except for damages/injuries resulting from the fault or negligence of the other party. Any claim for damages to property or persons made against the Government will be pursued in accordance with the provision of the Federal Tort Claims Act.
- B. No member of, or Delegate to, Congress shall be admitted to any share or part of this agreement, or any benefits that may arise therefrom; but this provision shall be construed to extend to this agreement if made with a corporation for its general benefit.
- C. Cooperator shall obtain the prior review and approval of the Service for all printed and other informational materials distributed to the public by Cooperator in connection with this agreement/project.
- D. The Federal regulations at 43 CFR 12 applicable to state and local governments, Indian tribal governments, institutions of high education, hospitals, and other nonprofit organizations are incorporated in this agreement by this reference.

VII. CERTIFICATION ADDENDUM

By signature below, Cooperator affirms that no less than 50 percent of the total cost of the project will be contributed by Cooperator and that no portion of the Cooperator's contribution is of Federal origin. Cost-share value can be derived from labor, materials, equipment, land, water, and/or cash.

VIII. MODIFICATIONS

- A. Modification to the Responsibilities of each party as listed under the Scope of Work are authorized, but must be within the Purpose of this agreement. Changes to the Period of Performance, or a change of Project Officers, are authorized. All other modifications are unauthorized.
- B. No modifications to this agreement shall be binding upon the Service or Cooperator unless and until reduced to writing and signed by both/all parties.
- C. This agreement may be modified only during the period of the agreement.

IX. TERMINATION

This agreement may be terminated by Cooperator by giving 30 days advance written notice to the Project Officer for the Service with an explanation of the reasons for the termination. If Cooperator should fail to comply with material terms of this agreement after receiving written notice of the deficiencies and a reasonable opportunity to correct them, the Service may terminate the agreement by giving written notice to Cooperators. In that event, Cooperator agrees to reimburse the Service for either (1) any Federal funds previously paid to Cooperator, or (2) the reasonable value of the improvements made to Cooperator's land. The Service or its agents or Contractors may also enter Cooperator's land and remove any equipment and uninstalled materials or structures.

IN WITNESS WHEREOF, the parties hereto have caused this Challenge Cost-Share Agreement to be executed as of the date of last signature below.

COOPERATOR

Date
President, Prairie Pothole Partners

U.S. FISH AND WILDLIFE SERVICE, REGION 6

Date
Assistant Regional Director
National Wildlife Refuge System

X. CCSA Contractual SUFFICIENCY REVIEW

By: _____
Contracting Officer Date