

Charge Code: 61520-1261-C642 N2

Obligate to Cooperator: No Funding

CFDA Number: 15.642

**CHALLENGE COST-SHARE AGREEMENT
BETWEEN
U.S. FISH AND WILDLIFE SERVICE
CHARLES M. RUSSELL, NWR**

AND

ROCKY MOUNTAIN ELK FOUNDATION

RESTORATION OF ABANDONED FARMLANDS ALONG AND NEAR THE MISSOURI RIVER
ON THE CHARLES M. RUSSELL NATIONAL WILDLIFE REFUGE (CMR)

I. PURPOSE AND AUTHORITY

This Challenge Cost-Share Agreement between the U.S. Fish and Wildlife Service (hereafter referred to as the “Service”), and Rocky Mountain Elk Foundation (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 to restore abandoned farmlands in the Missouri River bottoms and elsewhere from exotic grasses and noxious weeds to a diverse native food plant mixture consisting of large competitive species well adapted to the sites planted. This process will benefit the public by weed control on the refuge, improving wildlife habitat, thus improving the health and numbers of the wildlife and the restoration of the native plants for public viewing.

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. Contract with a certified herbicide applicator to complete the first of three applications of herbicide. The applicator will provide and apply Roundup on the 160 acre track, using approximately 2 quarts per acre, a total of 80 gallons. Contract will include applicators labor, equipment and cost of herbicide. Value = \$2,700
2. The service will provide 6 to 7 days of cultivation of the 160 acres. Service employee at the GS-7 level: 25 hrs @ \$25.90/hr \$647
Service equipment and fuel \$153
Value = \$800

3. The service will contract a roller to pack the seed, pay for fuel and procure more native seed. The service will also monitor the shrubs, forbes and grasses providing data on the survival rate to the cooperater at the end of the period of performance of this agreement.

Roller rental 30' roller \$300.00 per day for 3 days	\$900
Fuel for Service Equipment	\$250
Native Seed 30 lbs @ \$25.00/lb. Certified pure live seed per acre	\$750
	Value = \$1,900

Total Service Contribution = \$5,400

B. The Cooperator shall:

1. Provide funding to contract with a certified herbicide applicator to complete the second and third applications of herbicide. The applicator will apply Roundup on the 160 acre track, using approximately 2 quarts per acre, a total of 80 gallons. Contract will include applicators labor, equipment and cost of herbicide. Value - \$5,400

III. CONTRIBUTIONS OF THE PARTIES AND FINANCIAL ADMINISTRATION

A. The Cooperator shall provide contributions valued at \$5,400 and the Service shall provide contributions valued at \$5,400 toward the total project cost of \$10,800.

B. There will be no exchange of funds between the parties 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. The Service will provide procurement of a vendor to accomplish the application and purchase of the herbicide utilizing this agreement's charge code. The Cooperator will fulfill its cost-share obligation by contributing the cost of a vendor and purchase of the herbicide for two applications on the 160 acre parcel.

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

A. U.S. Fish and Wildlife Service
Charles M Russell NWR
Foundation
333 Airport Road
Lewistown, MT 59457
406-538-8706
406-538-7521 (fax)

B. Cooperator
Rocky Mountain Elk
5705 Grant Creek Rd
Missoula, MT 59808
406-523-4500

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 there from; 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
Eastern Montana, Regional Director

U.S. FISH AND WILDLIFE SERVICE, REGION 6

Date
Assistant Regional Director
National Wildlife Refuge System

X. CCSA Contractual SUFFICIENCY REVIEW

By: _____
CGS Grants Officer

Date