

**CHALLENGE COST-SHARE AGREEMENT  
BETWEEN  
U.S. FISH AND WILDLIFE SERVICE  
Arrowwood NWR Complex  
AND  
Stutsman County Weed Board**

**UPPER JAMES RIVER WEED MANAGEMENT AREA**

**I. PURPOSE AND AUTHORITY**

This Challenge Cost-Share Agreement between the U.S. Fish and Wildlife Service (hereafter referred to as the “Service”), and Stutsman County Weed Board (SCWB) and other cooperators (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 continue a landscape level partnership in the Upper James River Weed Management Area (UJRWMA) to control Canada thistle, leafy spurge, and absinth wormwood, and new invasive infestations (yellow toadflax, purple loosestrife, musk thistle, knapweeds and salt cedar) before they reach levels approaching those of the three target species. This partnership focuses on the identification, mapping, and control of invasive plants utilizing conventional and innovative control methods. The Upper James River Weed Management Area (UJRWMA) comprises 4 Counties which include Eddy, Foster, Stutsman, and Wells County as well as several State Agencies, one NGO and one non-match Federal Agency. The area includes 550,000 acres of grassland, 8,000 miles of road rights-of-way, 34,000 acres in State ownership, and 77,000 acres in Federal ownership.

**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. Purchase \$1,400 of Yellow Toadflax insects for biological control of Yellow Toadflax on Service or private lands in the UJRWMA.

14 releases of *Mecinus janthinus* @ \$100/release ..... **\$1,400**

- 2. Purchase \$1,400 of Musk Thistle insects for biological control of Musk Thistle on private lands adjacent to Service lands in the UJRWMA.

14 releases of *Trichosirocalus horridus* @ \$100/release ..... **\$1,400**

3. Purchase \$7,200 of Canada thistle bugs for biological control of Canada thistle on eight sites on private and FWS lands in the UJRWMA.

<b>Species</b>	<b>\$/container</b>	<b># container /site</b>	<b>Cost</b>
<i>Ceutorhynchus litura</i>	\$100	5	\$ 500
<i>Urophora cardui</i>	\$ 80	5	\$ 400
			\$ 900/site
			\$900/site X 8 sites ..... <b>\$7,200</b>

4. Purchase \$6,000 of chemical to control Canada thistle, wormwood, and/or musk thistle.  
 20 gallons Milestone @ \$300/gallon..... **\$6,000**

5. Hire a Biological Technician to assist with mapping, monitoring and treating noxious weeds. GS-5 Biological Technician: \$1,237/payperiod X 7pp ..... \$8,659  
 Mileage at 675 miles @ \$0.505 .....\$ 340  
**Subtotal ..... \$9,000**

6. Provide \$5,000 to SCWB to purchase chemical for Canada thistle, musk thistle, absinth wormwood and/or leafy spurge control for Stutsman, Wells, Eddy and Foster County Weed Boards and National Audubon-Alkali Lake Sanctuary.  
 15 gallons Milestone @ \$300/gallon \$4,500  
 12.5 gallons Curtail @ \$ 40/gallon \$ 500  
**Subtotal ..... \$5,000**  
**TOTAL: \$30,000**

B. The Cooperator shall:

1. **Stutsman County Weed Board (SCWB - \$15,250) shall:**

a. In-kind Services - Chemical application on lands located in Stutsman County Chemical for leafy spurge and Canada thistle control:

40 gallons of Milestone @ \$300/gal .....	\$12,000
15 gallons of Curtail @ \$ 40/gal .....	\$ 600
8 gallons of Plateau @ \$ 300/gal .....	\$ 2,400
	<b>\$15,000</b>

b. In-kind Services – Hire a Flea beetle Harvest Team to locate, collect and redistribute beetles. 38 hours X \$6.55 .....**\$250**  
**Subtotal ..... \$15,250**

2. **Wells County Weed Board (WCWB - \$20,000) shall:**

a. In-kind Services - Chemical application on lands located in Wells County.  
 Chemical for leafy spurge and Canada thistle control:

50 gallons of Milestone @ \$300/gal.....	\$15,000
20 gallons of Curtail @ \$ 40/gal .....	\$ 800
14 gallons of Plateau @ \$ 300/gal .....	\$ 4,200
	<b>Subtotal ..... \$20,000</b>

3. **Eddy County Weed Board (ECWB - \$13,250) shall:**

a. In-kind Services - Chemical application on lands located in Eddy County.

Chemical for leafy spurge and Canada thistle control:

30 gallons of Milestone @ \$300/gal ..... \$12,000  
 10 gallons of Curtail @ \$ 40/gal ..... \$ 400  
 2 gallons of Plateau @ \$ 300/gal ..... \$ 600

**\$13,000**

b. In-kind Services – Hire a Flea beetle Harvest Team to locate, collect and redistribute beetles. 38 hours X \$6.55 .....**\$250**

**Subtotal .....\$13,250**

4. **Foster County Weed Board (FCWB - \$16,300) shall:**

a. In-kind Services - Chemical application on lands located in Foster County.

Chemical for leafy spurge and Canada thistle control:

40 gallons of Milestone @ \$300/gal ..... \$12,000  
 25 gallons of Curtail @ \$ 40/gal ..... \$ 1,000  
 10 gallons of Plateau @ \$ 300/gal ..... \$ 3,000

**\$16,000**

b. In-kind Services – Hire a Flea beetle Harvest Team to locate, collect and redistribute beetles. 45 hours X \$6.55 ..... **\$300**

**Subtotal .....16,300**

5. **National Audubon – Alkali Lake Sanctuary (\$2,500) shall:**

a. In-kind Services - Chemical application on lands located on Alkali Lake Sanctuary.

Chemical for leafy spurge and Canada thistle control:

7 gallons of Milestone @ \$300/gal ..... \$2,100  
 10 gallons of Curtail @ \$ 40/gal ..... \$ 400

**Subtotal ..... \$2,500**

6. **North Dakota Game & Fish Department (\$5,000) shall:**

a. In-kind Services - Chemical application using contract sprayers on Game & Fish lands. .... **\$5,000**

7. **North Dakota State Highway Department (\$25,000) shall:**

a. In-kind Services - Reimbursement to County Weed Boards for chemical purchase for application on State ROW..... **\$25,000**

60 gallons of Milestone @ \$300/gal ..... \$18,000  
 23 gallons of Plateau @ \$ 300/gal ..... \$ 6,900

8. **North Dakota Department of Agriculture (\$30,000) shall:**

a. In-kind Services - Reimbursement to County Weed Boards for chemical purchased by Private Landowners on a Cost-share basis ... **\$30,000**

**TOTAL NON-FEDERAL MATCH = \$127,300**

7. COE – Pipestem Dam and Reservoir (\$14,300) shall:

a. In-kind Services: Purchase \$3,000 of Canada thistle bugs for biological control of Canada thistle on COE lands in the UJRWMA.

<b>Species</b>	<b>\$/container</b>	<b># container</b>	<b>Cost</b>
<i>Ceutorhynchus litura</i>	\$100	22	\$ 2,200
<i>Urophora cardui</i>	\$ 80	10	\$ 800
			<b>Bio-control ..... \$3,000</b>

b. In-kind Services – Chemical application using contract sprayers on COE lands within the UJRWMA ..... **\$3,800**

c. In-kind Services - Chemical application on lands located in the UJRWMA **\$7,500**  
 Chemical for leafy spurge and Canada thistle control:  
 15 gallons of Milestone @ \$300/gal..... \$4,500  
 10 gallons of Plateau @ \$ 300/gal ..... \$3,000

**Subtotal .....\$14,300**

III. CONTRIBUTIONS OF THE PARTIES AND FINANCIAL ADMINISTRATION

- A. The Cooperator shall provide contributions valued at \$127,300 (plus \$14,300 non-matching) and the Service shall provide contributions valued at \$30,000 toward the total project cost of \$157,300 (Grand Total of \$171,600).
- B. The Service shall reimburse Cooperator for not more than \$5,000 of actual and reasonable costs incurred in completion of this project. Cooperator shall invoice the Service after chemical purchase for their costs by submitting to the Service Project Officer an itemized statement with receipts for actual cash expenses.

IV. PERIOD OF PERFORMANCE

This agreement will be effective when signed by all parties and will continue in effect until September 30, 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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|---|---|
| <p>A. <b>U.S. Fish and Wildlife Service</b><br/>                 Arrowwood NWR Complex<br/>                 7745 11<sup>th</sup> St SE<br/>                 Pingree, ND 58476<br/>                 (701) 285-3341<br/>                 (701) 285-3350</p> | <p>B. <b>Cooperator</b><br/>                 Stutsman County Weed Board<br/>                 511 2<sup>nd</sup> Ave SE<br/>                 Jamestown, ND 58401<br/>                 (701) 251-1261<br/>                 (701) 252-1607</p> |
|---|---|

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  
Stutsman County Weed Board Officer

**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 \_\_\_\_\_