

**CHALLENGE COST-SHARE AGREEMENT
BETWEEN
U.S. FISH AND WILDLIFE SERVICE**

**Sand Lake Wetland Management District
AND
Ducks Unlimited, Inc.
AND
The Nature Conservancy**

Integrated Pest Management Control of Yellow Toadflax

I. PURPOSE AND AUTHORITY

This Challenge Cost-Share Agreement between the U.S. Fish and Wildlife Service (hereafter referred to as the “Service”), Ducks Unlimited, Inc. (hereafter referred to as “DU”) and The Nature Conservancy (hereafter referred to as “TNC”) 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 conducting noxious weed (yellow toadflax) control, biological monitoring and public awareness with non-Service partners. Control techniques will be conducted on Service and non-Service lands located in McPherson and Edmunds Counties in South Dakota and areas located in north central Edmunds and south central McPherson counties under the management of the Service, DU, TNC, private landowners and the Edmunds and McPherson County weed boards. Public awareness programs will be developed and made available to assist private landowners and other land managers in controlling yellow toadflax infestations, herein after “Project.”

II. SCOPE OF WORK

For the periods set forth below, DU, TNC, 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 herbicides, biological control agents, and supplies, to be used by the Service, DU, TNC, and other partners for controlling the spread of yellow toadflax infestations within a defined control area.

The herbicide type, current price estimates and required amounts are;

Tordon 22K	\$76.41 per gallon	145 gallons	\$11,080
Telar	\$20 per ounce	400 oz	\$ 8,000
Plateau	\$277 per gallon	10 gallons	\$ <u>2,770</u>

\$ 21,850

Biological Control costs are;

Purchase the following approved biological control agents;

<u>Gymnetron antirrhini</u>	\$ 75/release	21	\$ 1,575
<u>Mecinus janthinus</u>	\$ 75/release	21	\$ 1,575
			\$ 3,150

2. Assist in organizing a public awareness/open house to enable people to correctly identify yellow toadflax and discuss control techniques that people have found to be effective and non-effective.

Total Service Contributions = \$25,000

B. Ducks Unlimited, Inc (DU) shall:

1. Apply herbicides on DU lands with yellow toadflax infestations. Application areas will be on designated research control plots and non-research control plots with toadflax infestations.

\$40/hr for Applicator x 100 hours =.....	\$ 4,000
\$25/hr for Equipment x 100 hours =.....	\$ 2,500

2. Conduct pre and post vegetative monitoring within research control plots.

\$40/hour for technicians x 25 hours =.....	\$ 1,000
\$60/hour for primary assistant x 24 hours =.....	\$ 1,440

3. Inventory and map toadflax infestations on all lands except TNC lands within the control area.

\$40/hour for technicians x 30 hours =	\$ 1,200
\$60/hour for primary assistant x 24 hours =.....	\$ 1,440
\$73/hour for land manager x 8 hours =	
\$ 584	

4. Provide an end-of-year report of all work completed for toadflax control during 2008.

\$60/hour for primary assistant x 26 hours =	\$ 1,560
\$73/hour for land manager x 20 hours =.....	
\$ 1,460	

5. Assist in organizing a public awareness/project open house to enable people to correctly identify yellow toadflax and discuss control techniques that people have found to be effective and non-effective.

\$60/hour for primary technician x 8 hours =	\$ 480
\$73/hour for land manager x 8 hours =	
\$ 584	
\$700 for food, beverages and materials.....	\$

700

6. Planning and attending meetings.

\$73/hour for land manager x 20 hours =	
\$ 1,460	

7. Provide additional supplies (herbicide, surfactant, biological control agents, etc.) to be used for controlling and monitoring the spread of yellow toadflax within the defined control area.

\$ 1,300

\$19,708

C. The Nature Conservancy (TNC) shall:

1. Apply herbicides on TNC lands with yellow toadflax infestations. Application areas will be on designated research control plots and non-research control plots, i.e., rangeland with toadflax infestations.

\$10/hour for applicators x 100 hours =*

\$ 1,000

2. Conduct pre and post vegetative monitoring within research control plots.

\$10/hour for seasonal technicians x 40 hours =

\$ 400

\$15/hour for land manager x 20 hours =

\$ 300

3. Inventory and map toad flax infestations on TNC lands.

\$10/hour for seasonal technicians x 20 hours =

\$ 200

\$15/hour for land manager x 10 hours = \$ 150

4. Provide an end-of-year report of all work for toadflax control during 2008.

\$15/hour for writer x 40 hours.....

\$ 600

5. Provide public outreach and assist in organizing a public awareness/open house to enable people to correctly identify yellow toadflax and discuss control techniques that people have found to be both effective and non-effective.

\$10/hour for seasonal technicians x 30 hours =

\$ 300

\$15/hour for land manager x 40 hours =

\$ 600

6. Planning and attending meetings.

\$15/hour for land manager x 20 hours =.....

\$ 300

7. Provide additional supplies (herbicide, surfactant, biological control agents, etc.) to be used for controlling and monitoring the spread of yellow toadflax, and additional expenses for public outreach.

\$ 1,550

\$ 5,400

* All personnel expense estimates include salaries, benefits, and overtime pay when deemed necessary and approved by the project manager.

- D. The Project Site consists of Service and non-Service lands. The Service lands are fee title waterfowl production areas. Non-Service lands consist of the lands owned and managed by not-for-profit organizations of Ducks Unlimited, Inc. and The Nature Conservancy. Other lands within the Project include privately owned lands and road rights-of-ways with noxious weed jurisdiction held by county governments.

III. CONTRIBUTIONS OF THE PARTIES AND FINANCIAL ADMINISTRATION

- A. DU shall provide contributions valued at \$19,708, TNC shall provide contributions valued at \$5,400 and the Service shall provide contributions valued at \$25,000 toward the total Project cost of **\$50,108**.
- 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 purchase of herbicides and biological control agents will be accomplished through third-party acquisitions utilizing this agreement's charge code. DU and TNC will fulfill their cost-share obligation by contributing a variety of in-kind services as described in section II A., Scope of Work.

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
Sand Lake WMD
39650 Sand Lake Dr.
Columbia, SD 57433
605-885-6320
605-885-6333 (fax) | B. Cooperator
Ducks Unlimited, Inc.
35267 123 rd St.
Leola, SD 57456
605-439-3329
605-439-5320 (fax) |
| C. Cooperator
The Nature Conservancy
35333 115 th St.
Leola, SD 57456
605-439-3475
605-439-3423 (fax) | |

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 parties. 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. DU and TNC each shall obtain the prior review and approval of the Service for all printed and other informational materials distributed to the public by Cooperators 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.
- E. No part of this agreement shall entitle DU or TNC to any share or interest in the Project other than the right to use and enjoy the same under the existing regulations of the Service.
- F. DU and TNC, respectively for their properties, retain all rights and obligations to grant rights of way and control trespass, to control noxious weeds, to remove pre-existing hazards, and to pay taxes, assessments, and damage claims.
- G. DU and TNC agree to allow the employees, agents, or Contractors of the Service reasonable access to the project site to make the agreed improvements, to make periodic inspections of the improvements, and for other wildlife management purposes.
- H. The Service will not be held liable in any way to restore the property to its prior condition upon termination or expiration

VII. CERTIFICATION ADDENDUM

By signature below, DU affirms that their contribution of \$19,708 of the total cost of the Project will be contributed and that no portion of their contribution is of Federal origin. By signature below, TNC affirms that their contribution of \$5,400 of the total cost of the project will be contributed and no part of their contribution is of Federal origin.

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 either DU or TNC by giving 30 days advance written notice to the Project Officer for the Service and other party, with an explanation of the reasons for the termination. If DU or TNC 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 with respect to the defaulting party by giving written notice to said defaulting party. In that event, the defaulting party agrees to reimburse the Service for either (1) any Federal funds previously paid to the defaulting party, or (2) the reasonable value of the improvements made to the defaulting party's land. The Service or its agents or Contractors may also enter defaulting party'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.

DUCKS UNLIMITED, INC.

Date
Director

THE NATURE CONSERVANCY

Date
State Director

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