

Charge Code: 64590-1261-C647

Obligate to Cooperator: \$ No Funding

CFDA Number: 15.642

**CHALLENGE COST-SHARE AGREEMENT  
BETWEEN  
U.S. FISH AND WILDLIFE SERVICE  
WAUBAY NATIONAL WILDLIFE REFUGE  
AND  
SOUTH DAKOTA GAME, FISH and PARKS**

**PRAIRIE COTEAU PRESCRIBED BURN MONITORING AND IMPLEMENTATION**

**I. PURPOSE AND AUTHORITY**

This Challenge Cost-Share Agreement between the U.S. Fish and Wildlife Service (hereafter referred to as the “Service”), and South Dakota Game, Fish and Parks (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 provide assistance to the Waubay National Wildlife Refuge and the Mid-Dakota Fire District (Prairie Zone – Region 6 USFWS) for the purpose of prescribed burning and monitoring of Tallgrass Prairie habitat on the Prairie Coteau located in northeastern South Dakota. Prescribed burning on the Prairie Coteau provides the dual benefit of enhancing wildlife habitat and reducing wildfire danger by effectively removing hazardous fuels.

**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 one seasonal GS-0455-02/03 Range Aide position (estimated 10 pay periods) to assist the Waubay NWR station with prescribed burn preparation and implementation on Refuge and WPA lands during the spring 2008 burn season. The Range Aide will also assist District staff with post burn monitoring of hazardous fuels and. . . \$9,000
2. Will provide additional support costs associated with prescribed burn operations and fuel monitoring projects associated with the Waubay NWR including fuel, equipment, and other salary (OT, travel per diem). . . . . \$3,000
3. Provide upon request, post-burn hazardous fuel reduction and habitat monitoring data to Prairie Coteau cooperating agencies. . . . . no cost

**Total = \$12,000**

B. The Cooperator shall:

- 1. Provide in-kind services provided by permanent and/or seasonal staff for burning operations on State GPA areas located within the Prairie Coteau Habitat Area, hours.....\$9,000
- 2. Provide upon request additional/supplemental post-burn monitoring information regarding Rx fire effects on prairie habitats. .... no cost
- 3. Provide in-kind supervision, administration, and technical assistance .....\$3,000

**Total = \$12,000**

III. CONTRIBUTIONS OF THE PARTIES AND FINANCIAL ADMINISTRATION

A. The Cooperator shall provide contributions of in-kind services valued at \$12,000. The Service shall provide contributions valued at \$12,000 toward the total project cost of \$24,000.

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. Service employee salaries and equipment use will be charged to this agreement's charge code; and the purchase of fuel or other necessary equipment will be accomplished through third-party acquisitions utilizing this agreement's charge code. The Cooperator will fulfill its cost-share obligation by contributing in-kind services of prescribed burning and monitoring similar habitats on the Prairie Coteau.

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  
 Waubay National Wildlife Refuge  
 44401 134A Street  
 Waubay, SD 57273  
 605-947-4521  
 605-947-4524(fax)

B. South Dakota – Game, Fish and Parks  
 Aberdeen Area Office  
 5850 East Highway 12  
 Aberdeen, SD 57401  
 605-626-2391  
 605-626-2217 (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 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**

\_\_\_\_\_  
(SD-GFP Habitat Manager)

\_\_\_\_\_  
Date

**U.S. FISH AND WILDLIFE SERVICE, REGION 6**

\_\_\_\_\_  
Assistant Regional Director  
National Wildlife Refuge System

\_\_\_\_\_  
Date

X. CCSA Contractual SUFFICIENCY REVIEW

By: \_\_\_\_\_  
CGS Grants Officer

\_\_\_\_\_  
Date