

**CHALLENGE COST-SHARE AGREEMENT  
BETWEEN  
U.S. FISH AND WILDLIFE SERVICE  
VALLEY CITY WETLAND MANAGEMENT DISTRICT  
AND  
CHAHINKAPA ZOO  
BARNES COUNTY WEED BOARD  
WILD TURKEY FEDERATION  
VALLEY CITY PUBLIC SCHOOL DISTRICT  
FARGO PUBLIC SCHOOL DISTRICT  
PRAIRIE POTHOLE PARTNERS  
SPORTSMAN'S WAREHOUSE  
WEST ACRES INC  
NORTH DAKOTA GAME & FISH DEPARTMENT  
KOVIC RADIO COMPANY**

**EDUCATION AND OUTREACH IN URBAN AREAS**

**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 to increase awareness of the National Wildlife Refuge System and thus increase the number of people who visit Service lands by 5% each year; increase awareness of the issues that face North Dakota and Minnesota's natural resources including agricultural conversion, development and urban sprawl, drainage and destruction of natural waterways; develop events and programs that target urban youth and families to deliver the Service's conservation messages and raise awareness; and use partners as the vehicle to deliver our message thus increasing the number of people reached and increasing the use of limited Service funds and staff time.

**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 \$23,500 to Prairie Pothole Partners for educational programming and materials. Prairie Pothole Partners also supports the educational programs and materials provided by the West Acres Mall, Chahinkapa Zoo, and Barnes County Weed Board.

B. Cooperator #1 (Chahinkapa Zoo) - \$21,400 shall:

1. Provide in-kind labor at Blue Goose Days for set-up, clean-up and administration.  
(\$20/hour x 80 hours x 1 zoo director = \$ 1,600)  
(\$10/hour x 30 hours x 10 laborers = \$3,000)
2. Provide in-kind advertising for Blue Goose Days  
(\$ 300 newspaper ads +\$1500 radio ads = \$1,800)
3. Provide funding for a portion of the salary of a part-time educator(s) to conduct school programs, workshops and special events at the zoo and in the local community (\$20/hour x 750 hours) \$15,000

Cooperator #2 (Barnes County Weed Board) - \$1,300 shall:

1. Provide in-kind labor and materials and JAKES Day and the Go Wild Event  
(\$15/hr x 20 hrs x 2 people = \$600)  
(invasive species in-kind resource materials 100 weed guides @ \$5.00 = \$500)  
(Pamphlets and flier \$200)

Cooperator #3 (Wild Turkey Federation) - \$500 shall:

1. Provide in-kind funding (\$500) meal at JAKES Day

Cooperator #4 (Valley City Public School District) - \$3,000 shall:

1. Provide in-kind labor and space for school programs  
(\$15/hour x 20 hours x 10 people = \$ 3,000)

Cooperator #5 (Fargo Public School District) - \$1,800 shall:

1. Provide in-kind labor and space for school programs  
(\$15/hour x 15 hours x 8 people) = \$1,800)

Cooperator #6 (Prairie Pothole Partners) - \$900 shall:

1. Provide in-kind labor at Blue Goose Days and the Go Wild event in Fargo.  
(\$15/hour x 10 hours x 6 people = \$ 900)

Cooperator # 7 (Sportsman's Warehouse) - \$1,000 shall:

1. Provide in-kind educational materials at Valley City JAKES Day (\$700)
2. Provide in-kind labor at Valley City JAKES Day  
(\$15/hour x 10 x 2 people = \$300)

Cooperator # 8 (West Acres, Inc) - \$2,700 shall:

1. Provide in-kind labor at Blue Goose Days for set-up, clean-up and administration.  
(\$20/hour x 60 hours x West Acres promotions director = \$ 1,200)  
(\$10/hour x 10 hours x 15 laborers = \$1,500)

Cooperator # 9 (North Dakota Game & Fish Department) - \$500 shall:

1. Provide in-kind resource materials (posters, hats, stickers = \$500)

Cooperator #10 (KOV Radio) - \$3,000 shall:

1. Provide in-kind radio advertising for JAKES Day  
(30 second ads x 432 ads @ \$6.94 = \$3,000)

TOTAL COOPERATOR CONTRIBUTIONS = \$36,100

III. CONTRIBUTIONS OF THE PARTIES AND FINANCIAL ADMINISTRATION

A. The Cooperator shall provide contributions valued at \$36,100 and the Service shall provide contributions valued at \$25,000 toward the total project cost of \$61,100.

B. The Service shall reimburse Cooperator #6 (Prairie Pothole Partners) for not more than \$23,500 of actual and reasonable costs incurred in completion of this project. Cooperator shall invoice the Service monthly 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 Cooperator # 1-5 and 7-10 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 project supplies including fishing poles, lures, outdoor recreational equipment and field guides will be accomplished through third-party acquisitions utilizing this agreement's charge code.

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  
Valley City Wetland Management District  
11515 River Road  
Valley City, ND 58072  
701-845-3466  
701-845-3482 fax

B. Cooperator #6  
Prairie Pothole Partners  
9754 143 ½ Ave SE  
Cayuga ND 58013  
701-242- 7265  
701-724-3683 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 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 of 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