

Charge Code: 65550-1261-C641

Obligate to Cooperator #1: \$1,200

CFDA Number: 15.642

**CHALLENGE COST-SHARE AGREEMENT
BETWEEN
U.S. FISH AND WILDLIFE SERVICE
BROWNS PARK NWR
AND
MOFFAT COUNTY WEED AND PEST DEPARTMENT

GREEN RIVER CORRIDOR INVASIVE SPECIES PROJECT**

I. PURPOSE AND AUTHORITY

This Challenge Cost-Share Agreement between the U.S. Fish and Wildlife Service (hereafter referred to as the “Service”), Moffat County Weed and Pest Department (hereafter referred to as the MCWPD) and Utah Division of Wildlife Resources (hereafter referred to as UDWR) 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 partner with MCWPD and UDWR to track invasive non-native plants along the Green River corridor in Browns Park valley. This project focuses on the treatment of salt cedar, perennial pepperweed, hoary cress, and/or Canada thistle in the year 2008. Effort will be concentrated in critical habitat for breeding and migrating waterfowl and wintering ungulates (Refuge Mandate – Browns Park NWR CCP 1999 and Browns Park NWR Integrated Pest Management Plan 2003). The parties will conduct invasive species plant control on the Refuge and Utah State’s Browns Park Wildlife Management Areas for the benefit of wildlife and its habitat, treat approximately 125 acres in critical habitat for breeding and migrating waterfowl and wintering ungulates, apply herbicides to target invasive plant species according to State of Colorado and Utah regulations, and submit pesticide application records to the Service at the end of the treatment period.

II. SCOPE OF WORK

For the periods set forth below, the Cooperators 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. Conduct invasive species control and submit herbicide use reports for acreage on the Refuge.
 - a. 3-4 staff at an average of \$200/day x 24 days..... =
\$4,800

2. Provide funds to MCWPD to purchase needed herbicides and trip charge to bring equipment and personnel to Refuge

a. Escort Herbicide/\$22.50 Per oz. x 48 ozs.....= \$1,080
 b. 200 miles round trip at \$0.60/mile = \$ 120
\$1,200

FWS Total Contribution... .. = \$ 6,000

3. Complete Pesticide Use Plans and submit Annual Herbicide Use Report for 2008.

B. The Cooperator shall:

1. MCWPD shall:

- a. Use County-owned equipment and County staff labor to complete their contribution. Spray ~ 48 acres

County Applicator (Supervisory) \$350.00/day..... = \$ 350
 County Applicators (Non-supervisory) - 4 @ 300.00/day... .. = \$ 1,200
 Spray Equipment - 48 acres x \$22/acre..... = \$ 1,056
\$ 2,606

- b. Conduct invasive species control and submit herbicide use reports to the Service valued at approximately\$500.

2. UDWR shall:

- a. Purchase needed herbicides
- b. Conduct invasive species control on 29 acres and submit herbicide use reports to the Service.

Pathfinder Herbicide/\$40 Per Gallon x 50 gallons..... = \$2,000
 2 people, each @ \$15.00/hour for 80 hours = 2 X \$15.00 X 80 hours = \$2,400
\$4,400

III. CONTRIBUTIONS OF THE PARTIES AND FINANCIAL ADMINISTRATION

- A. The Cooperators shall provide contributions valued at \$7,506 and the Service shall provide contributions valued at \$6,000 toward the total project cost of \$13,506.
- B. MCWPD: The Service shall reimburse Cooperator #1 for not more than \$1,200 of actual and reasonable costs incurred in completion of this project. MCWPD shall invoice the Service for their costs upon completion of project by submitting an itemized statement with receipts for actual cash expenses to the Service Project Officer.

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. UDWR will fulfill its cost-share obligation by

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
Browns Park NWR
1318 Highway 318
Maybell, CO 81640
970-365-3613
970-365-3614 fax | B. | Lead Cooperator #1
Moffat County Weed and Pest Dept.
539 Barclay
Craig, CO 81625
970-824-9180 |
|----|--|----|---|

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 _____
 Moffat County Weed and Pest Supervisor

U.S. FISH AND WILDLIFE SERVICE, REGION 6

_____ Date _____
 Assistant Regional Director
 National Wildlife Refuge System

X. CCSA Contractual SUFFICIENCY REVIEW

By: _____ Date _____
 CGS Grants Officer