



FS Agreement No. 23-CS-11011000-044

Cooperator Agreement No. _____

**CHALLENGE COST SHARE AGREEMENT
Between
NORTH FORK TRAILS ASSOCIATION
And The
USDA, FOREST SERVICE
FLATHEAD NATIONAL FOREST**

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between North Fork Trails Association, hereinafter referred to as “NFTA,” and the United States Department of Agriculture (USDA), Forest Service, Flathead National Forest hereinafter referred to as the “U.S. Forest Service,” under the authority: Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154.

Background: The North Fork Trails Association has engaged with the Forest Service over the last 10 years as a collection of concerned local residents, transitioning to an organized stewardship group. The forest cultivated the relationship as it believed this connection would prove fruitful. Now the partnership is substantial in the exchange of information and resources, which warrants a formal agreement. The forest anticipates the NFTA will continue in the future to be a valuable local partner.

Title: Trails Stewardship in the North Fork of the Flathead Area

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties for collaborative stewardship of the trails system in the North Fork of the Flathead area, Glacier View Ranger District. The NFTA will cooperate with the FNF to track conditions of trails, maintain trails and trail signs, and provide trail awareness and education to visitors to this trail system, including the Pacific Northwest National Scenic Trail. Projects may include annual clearing of trails, performing deferred (heavy) maintenance of trails, installing trail signs, sharing of trail condition information with between each organization and with visitors, as well as supporting the planning for future trail maintenance and improvement projects. NFTA volunteers will perform some of this trail stewardship work. Funding for this agreement will come from a variety of trails program sources, and will support various specific projects with this general project description framework. All programs and projects will be in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:



The North Fork Trails Association is a non-profit trails stewardship organization whose mission it is to promote the maintenance and preservation of the historic trail structure in the North Fork Flathead area with the aim of supporting recreation, forest management and research.

The U.S. Forest Service is invested in providing a diverse range of quality natural and cultural resource-based recreation opportunities in partnership with people and communities, protect the natural, cultural, and scenic environment for present and future generations to enjoy, and to partner with public and private recreation benefit providers that together we meet public needs and expectations. Community based trails stewardship furthers that vision.

Therefore, it is mutually beneficial to enter this partnership to have a well-maintained trail system and information for trail users.

In Consideration of the above premises, the parties agree as follows:

III. NFTA SHALL:

- A. LEGAL AUTHORITY. NFTA shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only in accordance with FSH 7109.19, Ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- C. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. NFTA may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-base advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.
- D. Perform in accordance with the attached Operating and Financial Plan, Exhibit A.

IV. THE U.S. FOREST SERVICE SHALL:

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse NFTA for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$5,170**,



as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of NFTA's monthly invoice. Each invoice from NFTA shall display the total project costs for the billing period, separated by U.S. Forest Service and NFTA's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display NFTA's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. NFTA's name, address, and telephone number.
2. U.S. Forest Service agreement number. **23-CS-11011000-044**
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by U.S. Forest Service and NFTA share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement".
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Budget & Finance
Grants and Agreements
4000 Masthead St, NE
Albuquerque, NM 87109

Send a copy to: Colter Pence at colter.pence@usda.gov

B. Perform in accordance with the attached Operating and Financial Plan, Exhibit A.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:



- A. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
William K Walker President 11233 N Fork Rd Polebridge, MT 59928 406-407-2764 wkwalker@nvdi.com	Same as Cooperator Program Contact

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Colter Pence Wilderness, Wild & Scenic Rivers, and Trails Program Manager Hungry Horse-Glacier View Ranger District P.O. Box 190340 10 Hungry Horse Drive Hungry Horse, MT 59919 406-387-3849 colter.pence@usda.gov	Chelsea Phillips Grants and Agreements Specialist US Forest Service Region 1 26 Fort Missoula Road Missoula, MT 59804 406-329-3292 chelsea.phillips@usda.gov

- B. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement NFTA acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If NFTA fails to comply with these provisions, the U.S.



Forest Service will annul this agreement and may recover any funds NFTA has expended in violation of sections 433 and 434.

- C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or NFTA are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To NFTA, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or NFTA from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of NFTA's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of NFTA's products or activities.
- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for NFTA to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service Flathead National Forest to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service Flathead National Forest will notify the NFTA when permission is granted.
- G. NON-FEDERAL STATUS FOR COOPERATOR LIABILITY. NFTA agree(s) that any of NFTA's employees and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), and NFTA hereby willingly agree(s) to assume these responsibilities.

NFTA agree(s) that, except as otherwise provided in this provision below, of NFTA's volunteers shall not be deemed to be Federal employees and shall not be subject to the provisions of law relating to Federal employment, including those relating to hours of work, rates of compensation, leave, unemployment compensation, and Federal employee benefits. When NFTA's volunteers are performing approved tasks identified under this agreement, the following applies:



1. For the purpose of the tort claim provisions of Title 28 of the United States Code, any of NFTA's volunteers shall be considered a federal employee.
2. For the purpose of subchapter I of Chapter 81 of Title 5 of the United States Code, relating to compensation to Federal employees for work injuries, NFTA's volunteers shall be deemed civil employees of the United States within the meaning of the term "employee" as defined in section 8101 of title 5, United States Code, and the provisions of that subchapter shall apply.
3. For the purposes of claims relating to damage to, or loss of, personal property of NFTA's volunteer incident to volunteer service, a volunteer shall be considered a Federal employee, and the provisions of 31 U.S.C 3721 shall apply.

Further, NFTA shall provide any necessary training and support to NFTA's employees, volunteers, and program participants, to ensure that such personnel are capable of performing tasks to be completed. NFTA shall also supervise and direct the work of its employees, volunteers, and program participants performing under this Agreement.

- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- J. ELIGIBLE WORKERS. NFTA shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). NFTA shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- K. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). NFTA shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration.



More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

L. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

NFTA shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

NFTA shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

NFTA shall maintain effective control over and accountability for all U.S. Forest Service funds. NFTA shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the award/agreement and used solely for authorized purposes.

4. Source Documentation

NFTA shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the U.S. Forest Service upon request.

M. INDIRECT COST RATES- PARTNERSHIP. Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If the Cooperator has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award).



2. For rates greater than 10 percent and less than 25 percent, shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
 3. For a rate greater than 25 percent, the U.S. Forest Service may require that request a federally approved rate from 's cognizant audit agency no later than 3 months after the effective date of the agreement. will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
 4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.
- N. OVERPAYMENT. Any funds paid to NFTA in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by NFTA to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to NFTA.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

- O. AGREEMENT CLOSEOUT. Within 120 days after expiration or notice of termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to NFTA must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.



Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by NFTA.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- P. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information

NFTA shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with NFTA's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. NFTA shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. NFTA shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- R. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would



have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- T. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. NFTA is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- "Flathead National Forest of the U. S. Forest Service, Department of Agriculture and the Flathead River Alliance are working in partnership to provide education regarding responsible enjoyment and proper stewardship of the Three Forks of the Flathead Wild and Scenic River."
- NFTA may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. NFTA is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.
- U. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of NFTA's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- V. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements of a similar nature. No part of this agreement entitles NFTA to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.



- W. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following NFTA's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). NFTA must maintain cost and price analysis documentation for potential U.S. Forest Service review. NFTA is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- X. GOVERNMENT-FURNISHED PROPERTY. NFTA may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. NFTA shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Cooperator Liability for Government Property.

1. Unless otherwise provided for in the agreement, NFTA shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or NFTA is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of NFTA's managerial personnel. NFTA's managerial personnel, in this clause, means NFTA's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of NFTA's business; all or substantially all of NFTA's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. NFTA shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. NFTA shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. NFTA shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants Management Specialist, NFTA shall, at the Government's expense, furnish to the Government all reasonable assistance and



cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

- Y. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. NFTA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- Z. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS USED BY COOPERATORS. Any employee, contractor, or volunteer of the cooperator who will use chain saws or crosscut saws on National Forest System lands under this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358. The cooperator is responsible for providing sawyer training, evaluation, and certification for the cooperator's employees, contractors, and volunteers, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership for the cooperator to provide sawyer training and evaluation. In these circumstances, the U.S. Forest Service, upon request and upon availability of Agency resources, may assist with conducting sawyer training and evaluation for the cooperator's employees, contractors, and volunteers. Cooperator employees, contractors, and volunteers who will use chain saws and/or crosscut saws on National Forest System lands must be certified by the cooperator. Only those cooperator organizations with an approved sawyer training, evaluation, and certification program may conduct sawyer training, evaluation, and certification. Any employee, contractor, or volunteer of the cooperator who will use other types of saws, such as handsaws to cut small diameter material, brush saws, and pole saws, must be trained in accordance with Forest Service Handbook 6709.12, Chapter 40, section 41.3. The cooperator is responsible for providing that training.
- AA. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NFTA shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:



"This institution is an equal opportunity provider."

BB. REMEDIES FOR COMPLIANCE RELATED ISSUES. If NFTA materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by NFTA or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for NFTA's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.

CC. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and NFTA agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by NFTA to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the U.S. Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an agreement, NFTA shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to NFTA for the United States Federal share of the non-cancelable obligations properly incurred by NFTA up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

DD. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These



procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

- EE. DEBARMENT AND SUSPENSION. NFTA shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should NFTA or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- FF. COPYRIGHTING. NFTA is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service must be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by NFTA under this agreement.
 - Any right of copyright to which NFTA purchase(s) ownership with any Federal contributions.
- GG. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.



- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

HH. PUBLICATION SALE. NFTA may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.

II. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

JJ. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **August 31, 2028** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

KK. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

WILLIAM K. WALKER, President
North Fork Trails Association

Date



CAROL HATFIELD, Acting Forest Supervisor
U.S. Forest Service, Flathead National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

DANIEL DROUGHTON
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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EXHIBIT A
OPERATING AND FINANCIAL PLAN

Operating Plan

I. NORTH FORK TRAILS ASSOCIATION SHALL:

- A. Health and Safety: Organize volunteer trail stewards to perform agreed to trail maintenance and improvement work in the national forest, with appropriate health and safety practices in place:
- i. Volunteer safety practices meet standards established in the Job Hazard Analysis (JHA) and/or Risk Assessment (RA).
 - ii. Review JHA or RA with volunteers and collect signatures.
 - iii. Report any “near misses” or “near hits” that volunteers experience to the Forest Service in a timely manner so they may be addressed.
 - iv. Ensure that any accidents and/or injuries are reported immediately to the US Forest Service Contact or designee.
 - v. Utilize Personal Protective Equipment as prescribed in JHA/RA.
 - vi. Perform work under this agreement in groups of two people, at a minimum.
 - vii. Ensure that a check-in and check-out point of contact has been established for every work group before working in the national forest on agreed to projects.
 - viii. Support and engage with training and certification of volunteers that meets Forest Service Manual (FSM) 1834.2, for healthy and safety factors AND proper trail maintenance techniques.
- B. Operations:
- i. Organize volunteers and communicate in a streamlined manner the plans for trail maintenance and other projects to district personnel.
 - ii. Utilize their Forest Service administrative key appropriately: NFTA will have the ability to drive behind certain National Forest System Road gates that are closed to the public but allow administrative access for up to 3 trips per week. NFTA must contact the Hungry Horse – Glacier View Ranger District at least three business days prior to driving behind a closed gate to make sure there are no other conflicting uses. NFTA must also call the ranger district after their work is completed within 3 business days to confirm the dates and number of trips that were taken behind the closed gates, so that records can be updated. NFTA will only drive behind gates for work that falls under this agreement and will not use its key to access areas behind gates for recreational/personal purposes.
 - iii. Trail stewardship performed under this agreement must meet the Forest Service standards for trail corridor width and height. Cut brush, limbs, and tress must be removed and disposed of outside of the trail corridor. Specifications for trail maintenance and sign installation will be provided to NFTA for work performed under this agreement.

- iv. Report trail work and observed conditions (snow line, extent of blow down, missing trail signs) to the FS in a timely manner so that it can be processed and shared through FS communication systems.
- v. 2023 Season: Clear and maintain the following trails: Moran Creek Trail #2, Hay Creek Trail #3, Glacier View Mountain Trail #381. Other trails may be taken on if agreed to.

II. THE FOREST SERVICE SHALL:

- A. Provide a draft comprehensive JHA/RA for NFTA to adopt for use.
- B. Provide funding for PPE for volunteers to use, as well as for needed tools and supplies.
- C. Provide training and certification of volunteers that meets Forest Service Manual (FSM) 1834.2, for healthy and safety factors AND proper trail maintenance techniques.
- D. Provide feedback on NFTA's planned trail projects and post-project results.
- E. Provide a FS key for use at gates under the 3 x per week policy, and track that use for FS purposes.
- F. Collate trail maintenance and condition information from NFTA, in combination other sources, and distribute for public information. Additionally, credit NFTA as the workforce performing the trails stewardship work in the various FS upward reporting systems.
- G. Provide NFTA information on anticipated trail work in the Glacier View Ranger District when it is known to the trails specialist. This may be an email heads up approximately a week beforehand, or by other means of informal communication, though plans are always evolving and last minute updates may not be possible.

Attachment: Exhibit A - Financial Plan

USFS Agreement No.: 23-CS-11011000-044
Cooperator Agreement No.:

Mod. No.:

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
COST ELEMENTS					
Direct Costs					
Salaries/Labor	\$2,650.00	\$0.00	\$0.00	\$8,268.00	\$10,918.00
Travel	\$600.00	\$250.00	\$0.00	\$0.00	\$850.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$400.00	\$4,225.00	\$5,850.00	\$0.00	\$10,475.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$225.00	\$0.00	\$0.00	\$225.00
Subtotal	\$3,650.00	\$4,700.00	\$5,850.00	\$8,268.00	\$22,468.00
Coop Indirect Costs		\$470.00	\$585.00		\$1,055.00
FS Overhead Costs	\$547.50				\$547.50
Total	\$4,197.50	\$5,170.00	\$6,435.00	\$8,268.00	
Total Project Value:					\$24,070.50

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 38.92%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 61.08%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Trails program manager	Agreement/budget Accomplishment tracking/reporting/s	\$300.00	2.00		\$600.00
Trails specialist	kills exchange	\$250.00	5.00		\$1,250.00
Trail crew	Coop work	\$200.00	4.00		\$800.00
Total Salaries/Labor					\$2,650.00

Travel

Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
1 hitch		\$200.00	3.00		\$600.00
Total Travel					\$600.00

Supplies/Materials

Standard Calculation					
Piece of Supplies/Materials	# of Units	Cost/Day	# of Days		Total
Misc tools shared	4	25	4		\$400.00
Total Supplies/Materials					\$400.00

Subtotal Direct Costs

\$3,650.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs				Total
15.00%	\$3,650.00				\$547.50
Total FS Overhead Costs					\$547.50

TOTAL COST

\$4,197.50

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Travel

Standard Calculation

Travel Expense	Cost/Day	# of Days	Total
Vehicle Fuel (assumes 1 vehicle/day)	\$10.00	25.00	\$250.00

Total Travel	\$250.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
FS maps	15.00	\$9.00	\$135.00
Saw fuel and oil (gal and quart)	5.00	\$25.00	\$125.00
Chainsaw bar oil (gal)	2.00	\$30.00	\$60.00
Folding saw, 14-inch, 5.5 teeth/inch	2.00	\$110.00	\$220.00
Spare saw blade	2.00	\$55.00	\$110.00
PPE kits (hard hats, eye & ear pro, gloves)	5.00	\$165.00	\$825.00
First Aid Kits	5.00	\$50.00	\$250.00

Non-Standard Calculation

Trail Clearing Materials (saw chains, chain files, spark plugs & other chainsaw spares, 2-cycle pre-mix fuel, flagging tape, medical supplies, disposable ear plugs, leather gloves)	\$2,500.00
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Total Supplies/Materials	\$4,225.00
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Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
First Aid Tuition. 5 people	5.00	\$45.00	\$225.00

Total Other	\$225.00
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Subtotal Direct Costs	\$4,700.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
10.00%	\$4,700.00	\$470.00

Total Coop. Indirect Costs	\$470.00
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TOTAL COST	\$5,170.00
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Supplies/Materials

Non-Standard Calculation

Trail Clearing Supplies (McLeods, "anvil" loppers, additional folding saws with spare blades, spare chainsaw wrenches, chain sharpening jigs) \$1,600.00

Trail Clearing Materials (saw chains, chain files, spark plugs & other chainsaw spares, 2-cycle pre-mix fuel, flagging tape, medical supplies, disposable ear plugs, leather gloves) \$4,250.00

Total Supplies/Materials **\$5,850.00**

Subtotal Direct Costs

\$5,850.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
10.00%	\$5,850.00		\$585.00

Total Coop. Indirect Costs **\$585.00**

TOTAL COST

\$6,435.00