



FS Agreement No. 16-CS-11050400-036

Cooperator Agreement No. _____

NON FUNDED CHALLENGE COST SHARE AGREEMENT
Between The
TOWN OF MAMMOTH LAKES
And The
USDA, FOREST SERVICE
INYO NATIONAL FOREST

This NON FUNDED CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Town of Mammoth Lakes, hereinafter referred to as "TOML," and the USDA, Forest Service, Inyo 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: TOML and the U.S. Forest Service have been working together since 2007 to establish and provide a working cooperative framework directed toward the establishment and maintenance of a system of public trails providing reasonable access to and enjoyment of public lands that are both within and surround the Town of Mammoth Lakes. TOML has prepared and adopted a "Trail System Master Plan" that outlines a program of trail developments, maintenance and promotion as a framework for implementation of the Mammoth Lakes Trails System (MLTS). TOML and the U.S. Forest Service have signed a Memorandum of Understanding (MOU) that outlines expectations on how the organization can work together to implement the vision of the Trail System Mater Plan for the MLTS.

Title: Maintenance of Soft Surface Trails Incorporated in the Mammoth Lakes Trails System

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to implement soft trail system construction and maintenance and to promote projects 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 Town of Mammoth Lakes and the U.S. Forest Service share a mutual interest in a soft surface trail maintenance program for the MLTS. The trails will be maintained cooperatively by the U.S. Forest Service and TOML, and contractors and volunteer's thereof. The Forest Service will benefit by having approximately 30 miles of Trails maintained to Forest Service standards and minimize administration and labor costs. The TOML will be insuring that a very popular recreation opportunity is maintained to a high



standard. Working together, both parties will be improving a valuable recreation resource that is an important component of the suite of recreation opportunities that is provided the visiting public on Forest Service lands within the municipal boundary of the TOML.

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

III. TOML SHALL:

- A. LEGAL AUTHORITY. TOML 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, chapter 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. TOML 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-based advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.
- D. RESPONSIBILITIES
 1. Perform in accordance with attached Financial Plan.
 2. Be responsible for the creation and management of a small seasonal trail crew, leading inmate fire crews, Hot Shot crews, and trail crews under contract. All trail crews, volunteer and efforts will be managed by the Town Trails Coordinator.
 3. Take responsibility and retain all liability for the proper training and management of all employees, contractors, and volunteers who participate in the MLTS trail maintenance program.
 4. Ensure that USFS trail maintenance standards are followed by trail crews, volunteers, contractors, and "Adopt a Trail" efforts. The Town Trails Coordinator will work with and receive approval from the U.S. Forest Service to make changes to the MLTS, remove obstacles and barriers, and produce a more sustainable and safer trail facility for public use.



- 5. Incur all operation costs associated with the soft surface trail maintenance program.
- 6. Recognize that the U.S. Forest Service retains full authority over the portion of the Mammoth Lakes Trail System that encompasses National Forest System Trails.
- 7. Provide the U.S. Forest Service with a single point of contact to coordinate all trail maintenance activities with TOML.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the attached financial Plan.
- B. Provide timely verbal acknowledgment and then written responses to TOML project proposals within 30 days.
- C. Identify the requisite project planning and processing steps, including environmental review, and advise and coordinate with TOML as appropriate.
- D. Explore other funding opportunities to support and enhance the MLTS.
- E. As resources will allow, contribute staff time, financial and other resources on a project specific basis in support of the development, enhancement and maintenance of the MLTS.

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
Name: Joel Rathje Address: PO Box 1609 City, State, Zip: Mammoth Lakes CA 93546 Telephone: 760 709 2950 FAX: 760 934-8606 Email: Jrathje@townofmammothlakes.ca.gov	Name: Dan Holler – Town Manager Address: PO Box 1609 City, State, Zip: Mammoth Lakes CA 93546 Telephone: 760 934-8989 FAX: 760 934-8606 Email: dholler@townofmammothlakes.ca.gov



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Lawson Reif – Assistant Recreation Staff Officer Address: PO Box 148 City, State, Zip: Mammoth Lakes CA 93546 Telephone: 760 914-1933 FAX: 760 924-5537 Email: lreif@fs.fed.us	Name: Aaron Stout Address: 631 Coyote St. City, State, Zip: Nevada City, CA 95959 Telephone: 530 478-6825 FAX: 530 478-6161 Email: asstout@fs.fed.us

- 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 TOML 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 debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If TOML fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds TOML 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 TOML 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 TOML, 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 TOML from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of TOML's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of TOML's products or activities.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. TOML agree(s) that any of their employees, volunteers, 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), as TOML hereby willingly agree(s) to assume these responsibilities.
- Further, TOML shall provide any necessary training to TOML's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. TOML shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- G. 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.
- H. 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.



- I. ELIGIBLE WORKERS. TOML 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). TOML shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- J. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all reports required by the terms of the agreement must be submitted to the U.S. Forest Service by TOML.

- K. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. TOML 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. TOML 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.

- L. 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).

- M. 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 Cooperatives, 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.



- N. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. TOML 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:

"Inyo National Forest of the U.S. Forest Service, Department of Agriculture"

TOML may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. TOML 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.

- O. 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 TOML to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- P. GOVERNMENT-FURNISHED PROPERTY. TOML may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. TOML 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.
- Q. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.
- R. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. TOML shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.



- S. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. TOML 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."

- T. REMEDIES FOR COMPLIANCE RELATED ISSUES. If TOML 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 wholly or partly suspend or terminate the current agreement.
- U. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and TOML 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 TOML 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 Forest Service may terminate the award upon 30 days written notice in its entirety.
- V. 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.



- W. DEBARMENT AND SUSPENSION. TOML 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 TOML 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.
- X. COPYRIGHTING. TOML 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 TOML under this agreement.
- Any right of copyright to which TOML purchase(s) ownership with any Federal contributions.

- Y. PUBLICATION SALE. TOML 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.
- Z. 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 60 days prior to implementation of the requested change.
- AA. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through 2/5/2020 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- BB. 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.



DAN HOLLER, Town Manager
Town of Mammoth Lakes

5-24-16

Date

EDWARD E. ARMENTA, Forest Supervisor
U.S. Forest Service, Inyo National Forest

5/31/16

Date

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

AARON S. STOUT
U.S. Forest Service Grants Management Specialist

5/23/2016

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.

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 part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

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

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$10,305.00	\$0.00	\$0.00	\$0.00	\$10,305.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other			\$300,000.00	\$0.00	\$300,000.00
Subtotal	\$10,305.00	\$0.00	\$300,000.00	\$0.00	\$310,305.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$0.00				\$0.00
Total	\$10,305.00	\$0.00	\$300,000.00	\$0.00	\$310,305.00
Total Project Value:					\$310,305.00

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 3.32%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 96.68%
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
Review and Monitoring	\$307.00	25.00	\$7,675.00
Ranger Review	\$526.00	5.00	\$2,630.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$10,305.00

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Other

\$0.00

Subtotal Direct Costs

\$10,305.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$10,305.00	\$0.00
Total FS Overhead Costs		\$0.00

TOTAL COST

\$10,305.00

WORKSHEET FOR

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

Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
Trail Maintenance Program	1.00	\$300,000.00	\$300,000.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Other

\$300,000.00

Subtotal Direct Costs

\$300,000.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$300,000.00	\$0.00
Total Coop. Indirect Costs		\$0.00

TOTAL COST

\$300,000.00