



FS Agreement No. 18-CS-11050400-008

Cooperator Agreement No. _____

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

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: Shady Rest Campground is operated by California Land Management and closes every fall. Historically this area was groomed for Nordic skiing by the Mammoth Nordic Club. More recently this experience was maintained by the Friends of the Inyo. This agreement is in place to provide TOML the documentation required to provide grooming using their funds.

Title: Town of Mammoth Lakes Shady Rest Winter Grooming

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to provide Nordic Grooming in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Attachment A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service will benefit because we are providing areas for Nordic skiing experiences. TOML will benefit because they are providing an experience which may provide an economic benefit to local business.

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. TOML will provide grooming services for Nordic experiences at Shady Rest Campground.
- D. Groom when snow of sufficient depth and density that allows grooming without undue disturbance to the underlying ground surface.
- E. Perform trail maintenance and marking as necessary to keep the Nordic trails usable.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Communicate any needs to TOML concerning the Shady Rest grooming.
- B. Check grooming to insure no damage to underlying ground surface.
- C. Provide relevant federal direction and guidance on federal laws and policy as necessary.

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
Dan C. Holler PO Box 1609 Mammoth Lakes CA 93546 Telephone: (760) 965-3600 x3601 FAX: (760) 934-7493 Email: dholler@townofmammothlakes.ca.gov	Same



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
<p>Janelle Walker PO Box 148 Mammoth Lakes CA 93546 Telephone: 760-924-5523 FAX: 760-924-5537 Email: janellewalker@fs.fed.us</p>	<p>Aaron Stout 631 Coyote St Nevada City, CA Telephone: 530-478-6825 FAX: 530-478-6161 Email: asstout@fs.fed.us</p>

B. 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 agrees 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.

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. 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.
- G. 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.
- H. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). TOML shall maintain current information in the System for Award Management (SAM). This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). 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.
- 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, audiotape, 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. 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. 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 where 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.

TOML shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period.

- L. 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.

- M. 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).

- N. 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 Coopeatives, 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.

O. 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.

- 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.

TOML Liability for Government Property.

1. Unless otherwise provided for in the agreement, TOML 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 TOML is 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 TOML's managerial personnel. TOML's managerial personnel, in this provision, means TOML's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of TOML's business; all or substantially all of TOML's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. TOML shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. TOML 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. TOML 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, TOML 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.

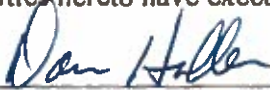


- Q. REMEDIES FOR COMPLIANCE RELATED ISSUES. If TOML materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may wholly or partly suspend or terminate the current agreement.
- R. TERMINATION 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 U.S. Forest Service may terminate the award upon 30 days written notice in its entirety.
- S. 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.
- T. 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.
- U. 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.
- V. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through December 31, 2023 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.



VI. APPROVAL.

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
12-11-17
Date

for 

CHRISTOPHER FISCHER,
Acting Forest Supervisor
U.S. Forest Service, Inyo National Forest
12/12/17
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
12-06-2017
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).

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

Attachment: A

USFS Agreement No.: 18-CS-11050400-008
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

Agreements Financial Plan (Short Form)

Financial Plan Matrix: 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	\$12,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,500.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00
Other						\$0.00
Subtotal	\$12,500.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$32,500.00
Coop Indirect Costs						\$0.00
FS Overhead Costs	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
Total	\$13,500.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$33,500.00
Total Project Value:						

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 40.30%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 59.70%
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 est.	Total
GS-5 Inspect Trails	\$250.00	50.00	\$12,500.00
			\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$12,500.00
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Subtotal Direct Costs

\$12,500.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
8.00%	\$12,500.00	\$1,000.00
Total FS Overhead Costs		\$1,000.00

TOTAL COST

\$13,500.00

WORKSHEET FOR

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

Salaries/Labor

Standard Calculation				
Job Description		Cost/Day	# of Days	Total
				\$0.00

Total Salaries/Labor				\$0.00
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Other Expenses

Standard Calculation				
Item		# days Est.	Cost/Day Est.	Total
Snow Grooming and Trail Maintenance		50.00	\$400.00	\$20,000.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Other				\$20,000.00
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Subtotal Direct Costs	\$20,000.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
				\$0.00

Total Coop. Indirect Costs				\$0.00
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TOTAL COST	\$20,000.00
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