

FS Agreement No. 13-CS-11010200-033
Cooperator Agreement No. _____

CHALLENGE COST SHARE AGREEMENT
Between The
GREATER YELLOWSTONE COALITION
And The
USDA, FOREST SERVICE
BEAVERHEAD-DEERLODGE NATIONAL FOREST

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Greater Yellowstone Coalition, hereinafter referred to as “GYC,” and the USDA, Forest Service, Beaverhead-Deerlodge 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 Gravelly Collaborative (GC) is a diverse group of citizens and stakeholders, initiated in 2012, who value the Gravelly area for its rich fish and wildlife habitat, natural resources, opportunities for recreation, and clean water. The GC strives to be inclusive and to foster a transparent, consensus-driven approach to maintaining and improving the health of the Gravelly landscape. Participants include local community members, ranchers, hunters, anglers, conservation organizations, timber companies, as well as local, state and federal government.

The overarching goal of the GC is to develop ecologically appropriate, scientifically supported forest restoration projects that will benefit the forests, fish, rangelands, wildlife, recreational values and local communities of the Gravelly Landscape. Using the best available science and local expertise, our collaborative group aims to advance necessary on-the-ground work that will:

- Enhance and restore fish and wildlife habitat
- Improve the resilience of forests
- Allow wildfire to play its natural role in the landscape
- Manage weeds
- Fix eroding trails and roads

Title: Gravelly Collaborative - Future Management of Gravelly Area

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to engage in a partnership and support the work of the GC in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit A.



II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is a land management agency dedicated to the wise use and management of National Forest System lands. It is in the interest of the U.S. Forest Service to educate the public in land stewardship and sustainable forestry practices, and increase public awareness and understanding of issues affecting these practices. The U.S. Forest Service is also interested in cooperating with other parties to meet its land management goals and provide the public with opportunities for use and enjoyment. Rural communities are key components of western ecosystems, and as such, the social, economic and cultural health of these rural communities has a significant influence on the health of the broader ecosystems, including the natural resources. It is in the U.S. Forest Service's interest to help sustain and strengthen the health of the Gravelly Landscape area in which we live and work, and on which the resources we manage are dependent.

The Greater Yellowstone Coalition (GYC) is a non-profit organization founded in 1983 on the premise: An ecosystem will remain healthy and wild only if it is kept whole. The Greater Yellowstone Coalition works to ensure that a thoughtful and holistic approach is taken to managing the national and wildlife resources in harmony with people and modern development. They work to shape a future where wildlife populations maintain their full diversity and vitality, where ecological processes function on public lands with minimal intervention, where exceptional recreational opportunities abound for visitors and residents alike, and where communities can enjoy a healthy and diversified economy. The GYC has taken a leading role in coordination and oversight in the GC group.

The parties have a mutual interest in working together to support the work of the GC.

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

III. GYC SHALL:

- A. LEGAL AUTHORITY. GYC 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. COMMITTEE SUPPORT. GYC supports GCs work with community interests for actions concerning the use and management of the Beaverhead-Deerlodge National Forest within the Gravelly Area.
- C. GYC will provide a facilitator for GCs work with community interests.
- D. Perform in accordance with the Financial Plan attached as Exhibit A.

IV. THE U.S. FOREST SERVICE SHALL:



- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse PCCFGYC for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$10,000, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of GYC's monthly invoice. Each invoice from GYC must display the total project costs for the billing period, separated by U.S. Forest Service and GYC 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 GYC's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. GYC's name, address, and telephone number
2. U.S. Forest Service agreement number: **13-CS-11010200-033**
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period
6. Statement that the invoice is a request for payment by 'reimbursement'
7. If using SF-270, a signature is required.
8. Invoice Number, if applicable

The invoice must be sent by one of three methods (email is preferred):

EMAIL: asc_ga@fs.fed.us

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Kevin Suzuki, Madison RD, 5 Forest Service Road, Ennis, MT 59759 or ksuzuki@fs.fed.us

- B. Perform in accordance with the Financial Plan attached as 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
Barb Cestero, GYC 215 S. Wallace Ave Bozeman, MT 59715 Telephone: 406-586-1593 Email: bcestero@greateryellowstone.org	Donna Lawson, GYC 215 S. Wallace Ave Bozeman, MT 59715 Telephone: 406-586-1593 Email: dlawson@greateryellowstone.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Kevin Suzuki 5 Forest Service Road Ennis, MT 59759 Telephone: 406-682-4253 FAX: 406-682-4233 Email: jmroose@fs.fed.us	Sharon Sawyer 420 Barrett Street Dillon, MT 59725 Telephone: 406-683-3919 FAX: 406-683-3858 Email: ssawyer@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 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement PCCF 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 PCCF fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds PCCF 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 GYC 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 GYC, at GYC’s 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 GYC from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of GYC's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of GYC's products or activities.
- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for GYC 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. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- G. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. GYC 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 GYC hereby willingly agree(s) to assume these responsibilities.

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

- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States 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, audiotape, etc.) 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. GYC 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). GYC shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

- K. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

GYC 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

GYC 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

GYC shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. GYC 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 agreement. GYC shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation

GYC shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth.

- L. OVERPAYMENT. Any funds paid to GYC 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 GYC 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 GYC.
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.

- M. AGREEMENT CLOSEOUT. GYC shall close out the agreement within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to GYC must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22, or other relevant law or regulation.

Within a maximum of 90 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 GYC.

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.

- N. PROGRAM PERFORMANCE REPORTS GYC 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 may be required if that information is useful.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

GYC 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 shall be submitted either with GYC's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- O. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. GYC 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. GYC 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.

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.

GYC shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

- P. 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).
- Q. 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.
- R. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. GYC is 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 referencing the funding from the Southwest Montana Resource Advisory Committee (RAC) along with coordination and field work from the Madison Ranger District, Beaverhead-Deerlodge National Forest of the U.S. Forest Service,



Department of Agriculture. The Forest contact will review with editorial authority all media releases prior to their release.

- S. GYC may call on the U.S. Forest Service, Beaverhead-Deerlodge National Forest Public Affairs Officer for advice regarding public notices. GYC is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Beaverhead-Deerlodge National Forest Public Affairs Officer as far in advance of release as possible.
- T. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this agreement is not available for reimbursement of GYC's purchase of equipment or supplies. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- U. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following GYC's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). GYC must maintain cost and price analysis documentation for potential U.S. Forest Service review. GYC is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

Additionally, federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with U.S. Forest Service funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500.

- V. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. GYC shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- W. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. GYC 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 of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). 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."

- X. REMEDIES FOR COMPLIANCE RELATED ISSUES. If GYC 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 GYC 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 GYC's program;
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available, including debarment procedures under 7 CFR part 3017.
- Y. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and GYC 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 GYC 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, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, GYC 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 GYC for the United States Federal share of the non-cancelable obligations properly incurred by GYC up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.



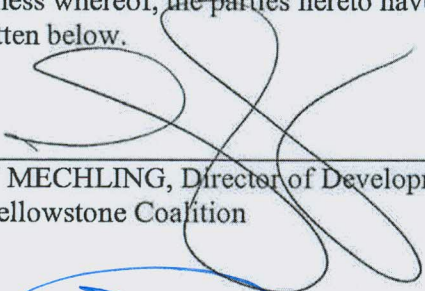
- Z. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

- AA. DEBARMENT AND SUSPENSION. GYC 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 GYC 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.

- BB. 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.

- CC. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **December 31, 2016** at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.


- DD. 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.



 MAJKEN MECHLING, Director of Development
 Greater Yellowstone Coalition

8/26/13

 Date



 TIMOTHY GARCIA, Acting Forest Supervisor
 U.S. Forest Service, Beaverhead-Deerlodge National
 Forest

August 26, 2013

 Date



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

/s/Sharon L. Sawyer *Sharon L. Sawyer*

August 23, 2013

SHARON L. SAWYER

Date

U.S. Forest Service Grants Management Specialist

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.