



FS Agreement No. 16-CS-11020605-006

Cooperator Agreement No. _____

NON FUNDED CHALLENGE COST SHARE AGREEMENT
Between The
MEDICINE BOW NORDIC SKI PATROL
And The
USDA, FOREST SERVICE
MEDICINE BOW-ROUTT NATIONAL FORESTS
LARAMIE RANGER DISTRICT

This NON FUNDED CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Medicine Bow Nordic Ski Patrol, hereinafter referred to as "MBNSP," and the USDA, Forest Service, Laramie Ranger District 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 MBNSP has, for years, provided a service to the winter visitors on the Laramie District by helping them if they are lost, or by providing backcountry first aid, or avalanche education.

Title: Non-Funded Challenge Cost Share Agreement with the Medicine Bow Nordic Ski Patrol

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to provide winter backcountry services 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 MBNSP ha an interest in providing voluntary ski patrol services in the backcountry on the Laramie Ranger District

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

III. MBNSP SHALL:

A. LEGAL AUTHORITY. MBNSP 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. Patrol Laramie District trails in the Snowy Range and Happy Jack areas during the winter months.
- C. Maintain active standing in the National Ski Patrol System, Inc. (NSP)
- D. Provide National Ski Patrol courses for its membership and the public and assure that active members are certified to acceptable National Ski Patroller levels.
- E. Perform trail and sign maintenance under the direction of the Forest Service, and report any trail hazards encountered to the Forest Service within 6 days.
- F. Provide necessary portable gear and supplies to perform backcountry rescue and first aid to the National Ski Patrol level of certification.
- G. Provide a liaison to work with the Forest Service winter program representative.
- H. Provide a schedule of work and a list of all persons who will be working to the Forest Service liaison.
- I. Furnish the Forest Service with a written report of the work accomplished and volunteer hours provided by the Medicine Bow Nordic Ski Patrol by July 30th of each year. This will include individual patrol reports available at www.mbnsp.org.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Provide parking passes for members use at trailhead parking, on patrol days.
- B. The Laramie Ranger District will provide support for the group by verifying this agreement, and supporting their activities, as listed under their responsibilities.

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: Robert R. Howell Address: 1710 Arnold St. City, State, Zip: Laramie, WY 82070 Telephone: 307-721-3898 Email: rhowell@uwyo.edu	Name: Robert R. Howell Address: 1710 Arnold St. City, State, Zip: Laramie, WY 82070 Telephone: 307-721-3898 Email: rhowell@uwyo.edu



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Ted Benson Address: 2468 Jackson St. City, State, Zip: Laramie, WY 82070 Telephone: 307-745-2390 FAX: 307-745-2398 Email: tedbenson@fs.fed.us	Name: Becky Cuthbertson Address: 740 Simms St. City, State, Zip: Golden, CO 80401 Telephone: 303-275-5068 FAX: 303-275-5396 Email: rcuthbertson@fs.fed.us

B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or MBNSP 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 MBNSP, 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.

C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or MBNSP from participating in similar activities with other public or private agencies, organizations, and individuals.

D. ENDORSEMENT. Any of MBNSP's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of MBNSP's products or activities.

E. 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.

F. ELIGIBLE WORKERS. MBNSP 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). MBNSP shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

G. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). MBNSP 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.

- 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. **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 MBNSP.

J. **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.

MBNSP shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period.



- K. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. MBNSP 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. MBNSP 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 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.
- N. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. MBNSP shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. MBNSP 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."

- P. REMEDIES FOR COMPLIANCE RELATED ISSUES. If MBNSP 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.
- Q. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and MBNSP 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 MBNSP 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.
- R. 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.
- S. DEBARMENT AND SUSPENSION. MBNSP 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 MBNSP 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.

- T. 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.
- U. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through May 31, 2017 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.

Robert R Howell 3/1/2016
 ROBERT R. HOWELL, Patrol Representative Date

Dennis Jaeger 3/3/2016
 DENNIS JAEGER, Forest Supervisor Date
 U.S. Forest Service, Medicine Bow-Routt National Forest

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

Rebecca Cuthbertson 2/24/16
 REBECCA CUTHBERTSON 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.

Attachment: USFS Agreement No.: 16-CS-11020605-006 Mod. No.:
 Cooperator Agreement 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	(e) Total	
Direct Costs						
Salaries/Labor	\$6,865.00	\$0.00	\$0.00	\$15,000.00	\$21,865.00	
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					\$0.00	
Subtotal	\$6,865.00	\$0.00	\$0.00	\$15,000.00	\$21,865.00	
Coop Indirect Costs		\$0.00			\$0.00	
FS Overhead Costs	\$549.20				\$549.20	
Total	\$7,414.20	\$0.00	\$0.00	\$15,000.00	\$22,414.20	
Total Project Value:						

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 33.08%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 66.92%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

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

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. $\text{cost/day} \times \# \text{ of days} = \text{total}$, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by $\text{cost/day} \times \# \text{ of days}$, costs may be calculated simply by a contracted value that is not dependent on days worked, such as $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days		Total
Mary Sanderson	\$335.00	5.00		\$1,675.00
Ted Benson	\$345.00	2.00		\$690.00
Will Norvell	\$225.00	20.00		\$4,500.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor

\$6,865.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00

Non-Standard Calculation

Total Travel

\$0.00

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00

Non-Standard Calculation

Total Equipment

\$0.00

Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00

Non-Standard Calculation

Total Supplies/Materials			\$0.00
---------------------------------	--	--	---------------

Printing			
Standard Calculation			
Paper Material	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

Total Printing			\$0.00
-----------------------	--	--	---------------

Other Expenses			
Standard Calculation			
Item	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

Total Other			\$0.00
--------------------	--	--	---------------

Subtotal Direct Costs	\$6,865.00
------------------------------	-------------------

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
8.00%	\$6,865.00	\$549.20
Total FS Overhead Costs		\$549.20

TOTAL COST	\$7,414.20
-------------------	-------------------

WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Volunteer Services		\$150.00	100.00	\$15,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$15,000.00
-----------------------------	--------------------

Travel

Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Travel	\$0.00
---------------------	---------------

Equipment

Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00
Non-Standard Calculation				
Total Supplies/Materials				\$0.00

Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00
Non-Standard Calculation				
Total Printing				\$0.00

Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00
Non-Standard Calculation				
Total Other				\$0.00

Subtotal Direct Costs	\$15,000.00
------------------------------	--------------------

TOTAL COST	\$15,000.00
-------------------	--------------------